

Controlled Access Highway and Interstate Mowing and Litter Removal

Region 2

PH20240313MOW2

2024

Updated 05/15/2020

STATE PROJECT

MAINTENANCE & OPERATIONS

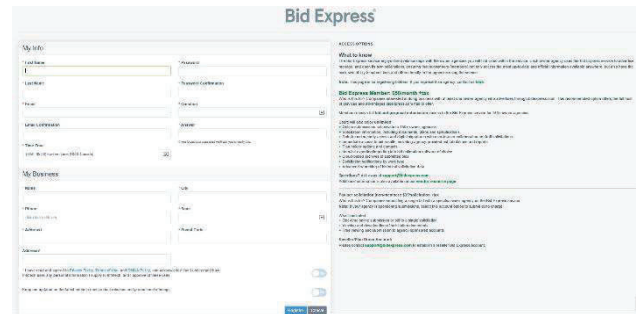
Infotech® Vendor Manager Account

Only one Infotech® account for each business is required to register for the Bid Express® (www.bidexpress.com) service. All other employees will then create accounts through an invitation sent by the manager.

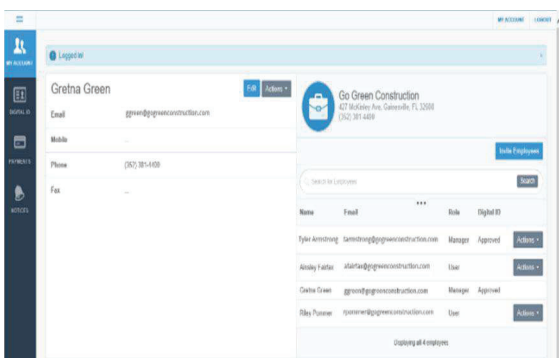
Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor solicitations for their vendors. A FREE tag will display for any solicitation not requiring a fee. Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you select for bidding.

Register for a Manager Account

The first person to register for an Infotech account within a business is assigned managing access. As a manager, you can invite other employees to join the business account and change their roles. Your email address is your username for the account and to where Infotech services sends email notifications.



1. Navigate to www.bidexpress.com and click **Register** at the top right.
2. Fill out the registration form, and click the **Register** button. Your email address will be your username.
3. A message with a confirmation link will be sent to your email address. Click the Activate Account link within the email to activate your account.
4. Enter your password and click **Activate**.



Invite Employees

Invite employees to create a user account for your business. Emails will be sent to those invited. You will receive an email when the account has been created. Employees are assigned the role of user for the account.

1. Click **Invite Employees**. Enter one email address per line for each employee.
2. Click **Invite Employees**.

Change Employee Role

You will need to update the role of those employees you want to manage the account. You must also change each user's role within the Bid Express service itself. Please see the online help if you need assistance.

1. Click **Actions** for the employee and choose **Change Role**.
2. Select the manager role, and click **Change Role**.

PREPARED BY



Support hours: 7:00 am - 8:00 pm ET // 1-888-352-2439 Option 1 // support@bidexpress.com

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infotechinc.com

20200724

Infotech Vendor User Account

Only one Infotech account for each business is required to register for the Bid Express service at www.bidexpress.com. All employees of a business will then create user accounts through an invitation sent by the manager.

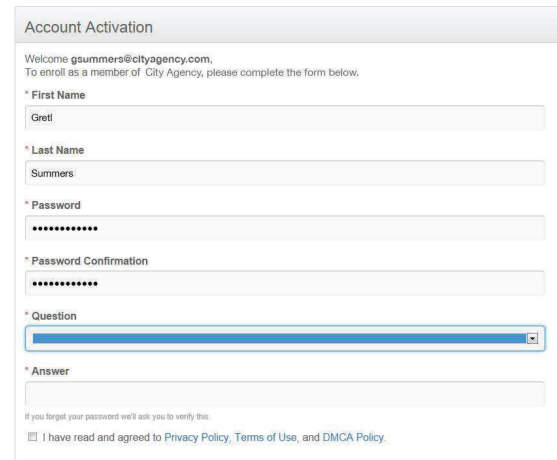
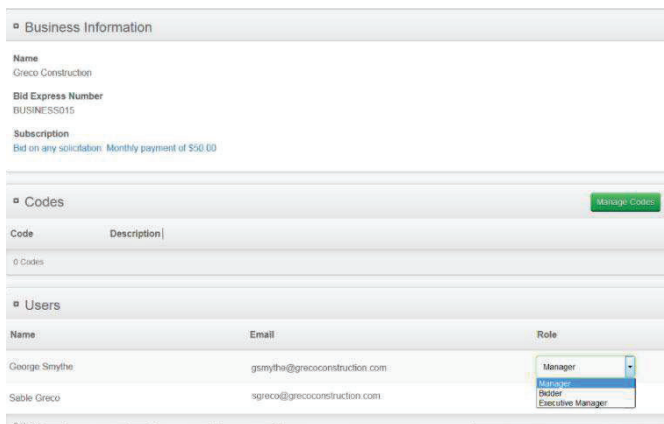
Register for a User Account

To join an existing business account, please ask a user of a manager account to send you an invitation. Once the invitation is sent, you'll receive an email to activate your account. Your email address is your username. Infotech services will send email notifications to this address.

Upon receipt of the email:

1. Select the **Create Account** link within the email.
2. Fill out the Account Activation form. Your email address will be your username.
3. Once the form is complete, click the **Activate** button.

The My Account page opens, displaying your account information and other employees within your company using Infotech services. You are automatically assigned a user role for the account and an Executive Manager read-only role for the Bid Express service. Any user with manager role can change your role.



Welcome to the Bid Express service

If you are planning on submitting bids, a user with a manager account for the Bid Express service must change your role within the Bid Express service itself. Please see the knowledge center if you need assistance.

Whether you need to pay to bid on a solicitation depends on the agency. Some agencies sponsor accounts for their vendors. A FREE tag will display for any solicitation not requiring a fee.

Solicitations will either require an electronic signature or an Infotech Digital ID for bid submission. If the agency requires a Digital ID, you will be prompted to generate one. Do not pay for a solicitation or generate an ID until prompted to by a solicitation you selected for bidding.

Infotech® Multi-Browser Digital IDs for New Users

An Infotech® Digital ID confirms your identity as the authorized signer of your company and allows you to securely sign documents, such as bids or contracts, in an Infotech service.



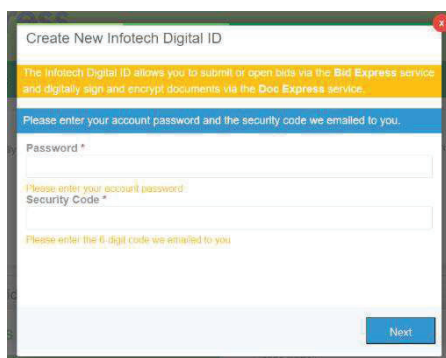
You must have a Digital ID created and approved before using any feature that requires a digital signature, such as advertising a solicitation, conducting a bid opening, submitting a bid in the Bid Express® service, or signing a contract document in the Doc Express® service.

Before you begin

- You'll need access to your email in order to receive a verification code.
- You'll need a copy of the your driver's license, passport, or state ID in a file that can be uploaded.
- An Infotech customer support representative will call you, hopefully within one business day, to confirm your identification.
- The ID must be installed after the identify is confirmed.
- It may take up to seven days to complete the entire process.

Ready to apply for your Digital ID?

Go to your account pages by selecting **My Account** from the **three lines** in the upper left corner. Click **Digital ID** from the sidebar menu.



1. Click **Create Digital ID** to start the application.
2. Get the security code from your email and come back to the generate ID process.
3. Enter your account password and the code. Click **Next**.
4. Read the creation information and click **Next**.
5. Click **Attach Identification**. Navigate to and select the file

containing your ID and click **Open**.

6. Enter your name EXACTLY as it appears in the ID, including any punctuation marks or suffixes (like Jr.), and in legal order. Click **Next**.
7. Enter your contact phone number.
8. Enter the state where the company headquarters are located. Click **Next**.
9. Review your business information. Confirm that the name of the person listed is the authorized signer for your company and your company name matches how you would like to submit bids to the agency. Click **Submit**.

A member of the customer support team will call you after the application is processed, hopefully within one business day, to confirm who you are. Once that happens, you'll get an email with instructions on installing your multi-browser Digital ID.



MaineDOT is making this bid opportunity available on the bidexpress.com website. Bid Express is an internet-based online service that allows bidders to save time and money by submitting their bids electronically. Bidders register for free, create their digital identification for free, and download procurement documents/plans for free. Bidders are only charged when they decide to respond to the solicitation a \$40 electronic bidding fee or \$50 monthly subscription for unlimited electronic bidding that can be canceled at any time.

Please allow a few days for mailing and processing of the signed notarized registration.

It is important to note that the Bid Express service is NOT the same service that MaineDOT uses for its construction projects (bidx.com). While the services are offered by the same company, the sites are vastly different in how they function. Potential bidders are encouraged to view the Bid Express Quick Start Guide provided on the following pages.

For any additional questions, please contact the Bid Express customer support team. The team can be reached by phone at 888-352-BIDX (2439) or by email at support@bidexpress.com.

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.
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.

For an Electronic Bid:

NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.

- a) a completed Bid using the Bid Express® software at www.bidexpress.com, and
 - b) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items.
 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: Controlled Access Highway and Interstate Mowing and Litter Removal
 - Towns, Regions, or Location: Region 2
 - 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: Controlled Access Highway and Interstate Mowing and Litter Removal
Towns, Regions, or Location: Region 2
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: Controlled Access Highway and Interstate Mowing and Litter Removal

Towns, Regions or Location: Region 2

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 **Controlled Access Highway and Interstate Mowing Including Litter Removal in Region 2**” 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 **April 3, 2024** and at that time and place publicly opened and read. Bids will be accepted from all bidders. **We now accept bids for packages posted on Bid Express service at www.bidexpress.com (Small Business Network). Electronic bids do not have to be accompanied by paper bids. Please note: The Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.** The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Controlled Access Highway and Interstate Mowing and Litter Removal Regions 2

Location: Region 2 in the counties of Kennebec and Somerset.

Outline of Work: Mowing and litter removal along interstate and controlled access highways in Regions 2 and other incidental work.

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 obtained from the Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016 or requested by telephone at (207) 624-3536.

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

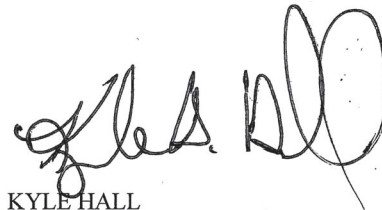
Each Bid must be made upon blank forms provided by the Department.

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
March 13, 2024



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
 Region 2, Area 1**

Contractor _____

Bidders must bid all Items.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u> (per acre cost)	<u>Total Cost</u> (Unit Cost x Quantity)
1	<u>Initial Litter Removal</u> done prior to first mowing	433	Acre	\$	\$
2	<u>Mow 15-foot swath</u> from pavement edge on <u>all Inslopes</u> NB & SB <u>and</u> for all interchange ramps.	189	Acre	\$	\$
3	<u>Mow all inslopes and backslopes,</u> NB & SB and <u>all</u> Inslopes and Backslopes areas for all interchange ramps.	433	Acre	\$	\$
Region 2 Area 1 Sum of Total Costs					\$

Region 2 Area 1 work area includes:

- Interstate 95 Northbound and Southbound from the exit 109 ramps in Augusta, including all interchanges and interchange ramps, to the Kennebec River bridge in Fairfield. This area excludes solar panel fields. Mowing includes a portion of Route 3 from I-95 to the Kennebec River.

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.

CTM: _____
TEDOCS# _____
CSN _____
PH Number PH20240313MOW2

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, **Controlled Access Highway and Interstate Mowing and Litter Removal in Region 2, in the counties of Kennebec and Somerset**, State of Maine. The Work includes mowing and litter removal, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, required to perform the Work including quality control including inspection, and 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 1, 2024** or when executed whichever is later and expires on **March 31, 2025**. The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 2024**. 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, for up to (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 Unit Price from the Schedule of Items.

Mowing, and only Mowing, will be paid for at the Unit Cost Payment Rate per acre 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 acre bid.

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
Increase of \$0.00 – \$0.49	No change
Increase of \$0.50 - \$1.49	Increase \$3.00
Increase of \$1.50 – \$2.49	Increase \$6.00
Increase of \$2.50 – \$3.49	Increase \$9.00
Decrease of \$0.00 - \$0.99	No change
Decrease of \$1.00 - \$1.99	Decrease \$3.00
Decrease of \$2.00 - \$2.99	Decrease \$6.00
Decrease of \$3.00 or more	Decrease \$9.00

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, 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, Contract Agreement contained herein for completion of: **Controlled Access Highway and Interstate Mowing and Litter Removal in Region 2, in the counties of Kennebec and Somerset**, 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 tools, equipment and labor to complete 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 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):

Mowing Region 2

Area 1

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 _____
PH Number PH20240313MOW2

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 _____.

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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.

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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, and only Mowing, will be paid for at the Unit Cost Payment Rate per acre 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 acre bid.

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
Increase of \$0.00 – \$0.49	No change
Increase of \$0.50 - \$1.49	Increase \$3.00
Increase of \$1.50 – \$2.49	Increase \$6.00
Increase of \$2.50 – \$3.49	Increase \$9.00
Decrease of \$0.00 - \$0.99	No change
Decrease of \$1.00 - \$1.99	Decrease \$3.00
Decrease of \$2.00 - \$2.99	Decrease \$6.00
Decrease of \$3.00 or more	Decrease \$9.00

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, 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, Contract Agreement contained herein for completion of: **Controlled Access Highway and Interstate Mowing and Litter Removal in Region 2, in the counties of Kennebec and Somerset**, 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 tools, equipment and labor to complete 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 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):

Mowing Region 2

Area 1

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 Maine, with its principal place of business located at _____ (**address of the firm bidding the job**)

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **Controlled Access Highway and Interstate Mowing Including Litter Removal in Region 2 and 4, in the counties of Kennebec, Sagadahoc, Waldo, Somerset, and Penobscot, Maine.** The Work includes mowing and litter removal, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, required to perform the Work including quality control including inspection, and 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 **April 1, 2024** or when executed whichever is later and expires on **March 31, 2025**. The Contractor agrees to complete all Work, except warranty work, on or before **October 31, 2024**. 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 (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 Unit Price from the Schedule of Items.

Mowing will be paid for at the Unit Cost Payment Rate per acre 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 acre bid.

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
Increase of \$0.00 – \$0.49	No change
Increase of \$0.50 - \$1.49	Increase 2%
Increase of \$1.50 – \$2.49	Increase 4%
Increase of \$2.50 – \$3.49	Increase 6%
Decrease of \$0.00 - \$0.99	No change
Decrease of \$1.00 - \$1.99	Decrease 2%
Decrease of \$2.00 - \$2.99	Decrease 4%
Decrease of \$3.00 or more	Decrease 6%

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, 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, Contract Agreement contained herein for completion of: **Controlled Access Highway and Interstate Mowing Including Litter Removal in Region 2 and 4, in the counties of Kennebec, Sagadahoc, Waldo, Somerset, and Penobscot, 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 tools, equipment and labor to complete 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 this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

(Print Date here) _____ **(Sign Here)** _____
Date (Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here) _____ **(Print Name Here)** _____
Witness (Name and Title Printed)

G. Award.

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

Region 2 Section 1

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).]

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

Bidders must bid all Items in Region 2 Area 1.

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 Areas 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 Area, then the Bidder may withdraw any Bids on one or more Areas if they do not 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. 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.

Based on these submissions and inspections, the Department will make one of the following determinations:

1. Qualified - The Contractor has satisfied the post-bid, pre-award qualification requirements and demonstrated to the Department's satisfaction that it is responsible, can meet the Contractor Requirements set forth in this contract, and is qualified to perform this type of work.
2. Not Qualified - Bidder is not qualified to properly carry out the terms of the Contract and/or the submission does not meet specifications and accepted standards and is not acceptable, as determined by the Department.

There is no Appeal process and the determination of "Not Qualified" is final. The Department will reject the bid as non-responsive, and the Award process will proceed without the unqualified Bidder.

The Department will notify the Bidder of its determination in writing. If a determination of "Not Qualified" is rendered, the notice will set forth reasons to the extent practical.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The specified Contract Completion Date is **October 31, 2024**. 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 period. 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, 2030**.

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.

Mowing shall be done in accordance with the start and end dates set forth in the SPECIAL PROVISION, WORK SCHEDULE of the Contract.

**SPECIAL PROVISION
 WORK SCHEDULE**

The purpose of this Work Schedule is to outline the Work in order of how it is to be accomplished. This Work Schedule includes time frames within which the Work shall be done. All Work outlined below includes interchange areas and interchange ramps.

Work outlined in this Work Schedule shall begin within 10 days of the start date or Contract Award whichever is later. Once Work on a Work Item begins the Contractor shall remain in the Area until all Work outlined in the Work Item is completed.

REGION 2, AREA 1

Work - Item 1 <u>Initial Litter Removal</u>	The start date for Litter Removal is <u>the second Monday of April</u> each year, with Region 2 management approval. All Litter gathered each day shall be removed from the Interstate each day and properly disposed of. Litter shall be removed up to the woods edge and any visible litter in the woods shall also be removed. Litter removal shall be completed no later than <u>the fourth Friday of May</u> each year.
Work - Item 2 <u>Mow 15-foot swath</u>	The start date for mowing the 15-foot swath is the <u>first Monday in June</u> each year. Mowing shall begin at the Kennebec River in the Town of Fairfield and continue to the southern extent of exit 109 in Augusta. Mowing includes a portion of Route 3 from I-95 to the Kennebec River. Mowing shall be completed no later than <u>Friday of the third full week of June</u> each year.
Work - Item 3 <u>Mow all Inslopes and Backslopes</u>	The start date for Inslope and Backslope Mowing is <u>the first Monday of August</u> each year. Mowing shall begin at the Kennebec River in the Town of Fairfield and continue to the southern extent of exit 109 in Augusta. Mowing includes a portion of Route 3 from I-95 to Church Hill Road. All Inslopes and Backslopes shall be mowed including all interchanges and interchange ramps. Mowing shall proceed south in 10-mile blocks to include both NB and SB sides. All interchange Inslopes and Backslopes within each 10-mile block shall be mowed. The Contractor shall notify the Region prior to completing the mowing in each 10-mile block to allow for inspection and acceptance prior to beginning the next 10-mile section. Mowing shall be completed no later than <u>the second Friday of October</u> each year.

See Schedule of Items for Region 2, Area 1 for details regarding location and acreage

SPECIAL PROVISION SPECIFICATIONS FOR WORK

I. Scope of Work:

The Work includes mowing grasses, herbaceous plants, and small woody plants up to 1” in diameter in all mow areas.

The Contractor shall provide a primary contact responsible for communication with the Region contact. The Contractor shall be responsible for quality control of their laborers. The Region will provide a “Contract Administrator” that will be the contact responsible for administering the Contract in the Region. This contact will be responsible for periodic review of the Work. The Department may provide maps, kmz files, graph paper representations or other means available to aid the Contractor with Work. The Contract Administrator and the Contractor may review the Work periodically in the field to discuss and review the quality and acceptability of Work, Contractor’s Schedule of Work, Contractor’s Traffic Control, resolution of issues and disputes, and any other action items.

A Contract Administrator will be designated prior to the beginning of each season. The Contract Administrator will be responsible for managing Progress Payments, retainage, and calculation of payments. The Contract Administrator will be the Department's representative for this Contract. The Contract Administrator has authority to take actions needed to assure that the Contractor’s Work is in Conformity with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work, to reject Unacceptable or Unauthorized Work and to refuse to approve Progress and Final Payments until Unacceptable or Unauthorized Work, is corrected. The Contract Administrator shall certify to the Department when payments under the Contract are due and the amounts to be paid. The Contract Administrator shall make decisions on all claims of the Contractor. Unless authorized by the Contract Administrator, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract. The Department may assign a designated alternate to the Contract Administrator. The Contractor will be notified of any such change.

All progress reports, correspondence and related submissions from the Contractor shall be submitted to the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

The Contractor and the Department shall have a pre-season meeting at the Region Office to review policies, procedures, and regulations.

II: Definitions:

- A. **Inslope:** Inslopes shall consist of the vegetated area starting at the edge of pavement and extending perpendicular to the bottom of the ditch, an area of significant grade change, or the woods line, generally excluding slopes behind guardrail sections.

- B. **Backslope:** Backslopes shall start where the Inslope ends and continue until the woods line, seedling delineators, within 10' of the right-of-way fence, or 100 feet from the edge of the roadway pavement. Slopes of 2:1 (Horizontal: Vertical) or steeper shall not be mowed.
- C. **Litter:** Includes, but is not limited to, paper, cardboard, styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., over 4" inches in length in any dimension as may be found on the roadside. When mowing, litter in the path of the mower shall be picked up or moved to the side of the road for retrieval. Such litter shall be removed from the interstate each day and properly disposed.
- D. **Interstate Litter Removal:** In Regions with Litter Removal as part of the Contract, all litter/trash shall be picked up ahead of the first mowing. Litter shall be removed from all Inslopes and Backslopes. All Litter gathered each day shall be removed from the Interstate each day and properly disposed of. Litter shall be removed up to the woods edge and any visible litter in the woods shall also be removed. If Contractor personnel are observed throwing litter into the woods or are observed trying to hide litter from sight rather than removing it from the interstate such action shall be grounds for Contract termination.

III. Measurement, Payment and Invoices:

The Department will pay for each Item annually following the completion of Physical Work and acceptance of each Item for the year.

Items completed and accepted each year shall be paid for at the Quantity shown in the Schedule of Items except when the Department increases or decreases the area specified to be mowed from that described in the Contract or the Department determines that not all Work specified to be performed under an item was performed by the Contractor and accepted by the Department. The Contractor shall notify the Contract Administrator when, in their estimation, the Physical Work on an Item in the Schedule of Items is completed for the year. The Contract Administrator will determine if the Item will be accepted for payment for the year or if there are outstanding issues such as damages or areas that are not mowed.

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

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

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

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

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation,
- I. Repetitive Breakdowns,
- J. Equipment rejected due to condition,
- K. All other causes that the Department reasonably determines negatively affect the State's interest.

Following the Contractor notice of completion of annual Physical Work on an Item, the Contract Administrator will generate a Progress Payment to be made to the Contractor for the Item. Such payment voucher shall show, the computed payment, the Base Quantity, any adjustments to the Base Quantity, Item Unit Bid Price, annual escalator adjustment, deductions for retainage and any other information the Department chooses. Areas not mowed, will be deducted from the Base Quantity, whether the areas are in dispute or not. No such payment will be made if in the opinion of the Department, the Work is not proceeding in accordance with the Contract or the Physical Work performed is insufficient to warrant acceptance and payment.

The Department will deduct retainage in accordance with Standard Specification 108.3 Retainage.

The Department will pay 100% of each approved Progress Payment until the Work is approximately 50% complete. Thereafter, the Department will deduct 5% of the amount of each Progress Payment as retainage. In the event that the Department believes that the retainage will

be insufficient to cover the Contractor's obligations under this Contract, the Department may withhold a greater percentage of the money to cover Contractor obligations. The Department may hold, temporarily or permanently, retainage as needed to assure timely Completion of the Work and payment of all Subcontractors and Suppliers in Conformity with the Contract.

The 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.

The Department may hold retainage as needed to assure payment of all Subcontractors and Suppliers in Conformity with the Contract and to assure rebuilding, etc of damage to existing structures, guardrail, drainage ways and/or slopes.

If the Contractor picks litter in additional acres not designated for mowing, the Department will only pay for the quantity designated in the Schedule of Items. If the Department adds acres to an Item, not included in the original Contract, the Department will modify the Contract in writing to increase the quantity.

IV. Specifications for Mowing Equipment

Tractors shall be of sufficient size and horsepower to provide efficient, effective, and safe mowing of the acres set forth in the Contract and within the time frame outlined in the Mowing Cycle Table, and of at least 75 HP to the PTO. The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely.

Tractors shall be 4 x 4-wheel-drive with slow moving vehicle placard plainly visible from the rear, equipped with seat belt, working factory installed roll over protection, slope indicator/s, shields, warning signs, and guards in place, back up alarm, and an ABC type fire extinguisher (minimum 5 lbs.).

A minimum of two tractors are required to be in operation within an Area. More tractors may be required to accomplish Work within desired periods.

Tractors shall be equipped with at least one high intensity rotating or strobe light plainly visible from all sides. 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. Strobe lights shall be in operation continuously while tractor is mowing.

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.

Tractor operators shall have a valid driver's license in their possession.

Contractors may deploy other mowers (off road mowers) such as but not limited to walk behind, remote control, or track vehicles to mow areas such as backslopes or ramps difficult to navigate with larger tractors. The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely.

Off road mowers shall not be operated within 30 feet of the high-speed travel way.

Operators of tractors and off-road mowers shall wear all appropriate safety equipment for safe operation including but limited to hard hats, hearing and eye protection, long pants, steel toed boots, and reflective vests.

Off road mowers must be loaded and unloaded off road and on site. These mowers may not be operated or driven on the highway or along the inslope within 30 feet of the travel way.

Oil changes, fueling and repair work except for emergencies shall be done in the crossovers. Spill kits are required and must include a plastic tarp, plastic bags and absorbent pads and socks at minimum. Plastic tarps shall be spread to capture oil during maintenance.

Equipment requiring frequent repairs shall be defined as both tractors requiring repairs for more than five (5) working days (or any part thereof) within a 30-day period, or one tractor requiring repairs for more than 10 working days 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.

V. Requirements of Operation

No travel on breakdown lane of highway except when mowing around delineators, signs or other obstacles located directly adjacent to pavement, or when traveling to get to work area, at overpasses, culvert locations, bridges, and guardrail locations where slope is too steep to navigate.

Mow swath closest to road, either side, in direction of traffic flow.

Mow in swaths parallel to roadway. Multiple passes may be required to achieve the desired result.

The Contractor shall mow or remove vegetation on all sides of obstructions, such as sign supports, delineators, guard posts, utility poles, piers, abutments, structures and landscaping (trees, shrubs, etc) that may be within the designated mowing areas. The Contractor may choose to weed whack vegetation on all sides of such obstructions and is allowed to cut to ground to discourage re-growth during the growing season. Removing vegetation around obstructions regardless of method shall be incidental to the Contract.

When not mowing, travel from one area to another shall be on the right shoulder of the highway.

All travel must be in **the same direction** as flow of traffic.

Vegetation in designated mowing areas shall be cut to a height of four (4) to five (5) inches.

Grass clippings may stay on site where they fall.

Stopping on pavement **is prohibited** except for setting up work zone signs or in emergencies.

Tractors, vehicles, and other equipment left unattended or overnight shall be in crossovers parked off the paved section to allow full access for emergency, police, or other vehicles.

All Work included in this Contract shall be performed during the daylight hours specified in Special Provision Section 107, Contract Time.

All required traffic control, including signs, sign deployment/removal shall be incidental to the Contract.

The Contractor shall contact the Region office by e-mail prior to the beginning of Work each day to notify the location the Contractor will be working. The Department will provide a list of e-mail addresses. Any damage to existing structures, guardrail, drainage ways and/or slopes caused by the contractor's equipment, personnel or operation shall be reported to the Region by e-mail as soon as possible.

VI. Mower decks

Flail or disk mower decks shall be used for all inslope mowing, and rotary with prior approval. Rotary, flail, or disk mowers may be used to mow backslopes.

The Department reserves the right to inspect and reject equipment that cannot perform the Work efficiently, effectively, or safely.

Contractors may request use of alternate equipment for the purpose of mowing ditches or wood edges subject to Department approval.

Mower decks shall be capable of cutting brush up to 1 inch in diameter at ground elevation.

VII. Signs

Signs shall be set with the bottom of the sign at least 1 foot above the travel way and placed no more than two miles from active mowing.

Signs shall be placed no more than two (2) miles from active mowing.

Two Signs shall be in place, on either side of the roadway, prior to Work commencing.

When Work involves being on both sides of the interstate or divided highway or in the median of same within a 2-mile area, signs must be in place on both sides of the highway system e.g.-Northbound Southbound.

When mowing on controlled access highways with no median, signs shall be placed no more than 2 miles from active mowing on both sides of the highway in accordance with the MUTCD standard.

Signs shall conform to the requirements of Part VI of the latest edition of MUTCD, and NCHRP 350 guidelines, super high intensity fluorescent retro reflective sheeting to the performance requirements of ASTM D 4956-09 Type VI fluorescent material (roll up style).

Sign Legends shall be covered or turned from view when work is not in progress.

Signs for Litter Removal shall be 4 feet by 4 feet signs with 6-inch letters stating ROAD WORK AHEAD.

Signs for mowing shall be 4 feet by 4 feet with 6-inch letters stating MOWING AHEAD.

VIII. Litter Removal Prior to First Mowing Cycle

Contractors may use 4 or 6-wheel, off -road (all wheel or 4-wheel drive) utility vehicles with cargo beds during the Initial Litter Removal prior to the first Mowing Cycle.

3 or 4-wheel off road ATVs are prohibited from use for litter removal operations.

4 or 6-wheel off road utility vehicles shall be equipped with: One high intensity rotating or strobe light plainly visible from all sides, Slow moving vehicle placard plainly visible from the rear, a functional seat belt, and working factory installed roll over protection.

State of Maine

Department of Transportation

Memorandum

Bureau of Maintenance and Operations
Dale Doughty, Director

16 State House Station
Augusta, Maine 04333-0016

Phone: (207) 624-3600
Fax: (207) 623-2526

TO: All Holders of MDOT Crossover Permits

DATE: January 1, 2013

FROM: Dale Doughty, Director, Bureau of Maintenance & Operations

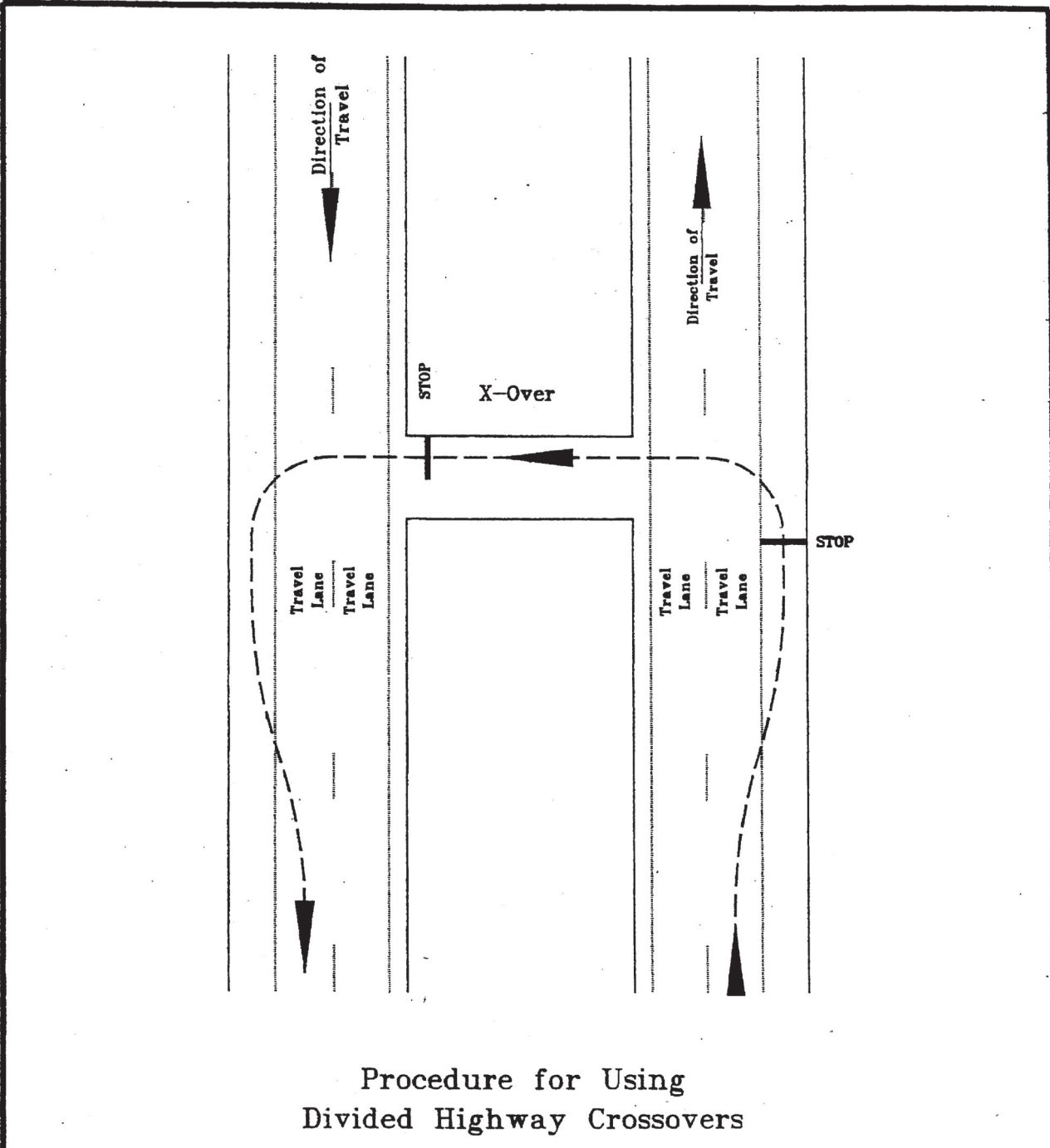
SUBJECT: Crossover Procedures – Divided Highways

The following are the procedures to be used by all drivers holding a crossover permit when making a crossover maneuver on a divided highway. These procedures shall be performed by any driver who is not engaged in maintenance or work activity which requires the vehicle to travel in a specific lane or along the shoulder.

1. First priority to reverse direction should be through use of an interchange.
2. If no interchange is within one mile of the desired turn point, a crossover may be used.
3. The driver should pull the vehicle to the right shoulder just in advance of the crossover using all safe driving techniques.
4. When an adequate gap in traffic exists, cross the travel lanes into the crossover, staying to the right side of the crossover.
5. Stop at the mouth of the crossover, wait for an adequate gap in the oncoming traffic and proceed to the far right shoulder across the travel lanes, then accelerate into the normal traffic stream.

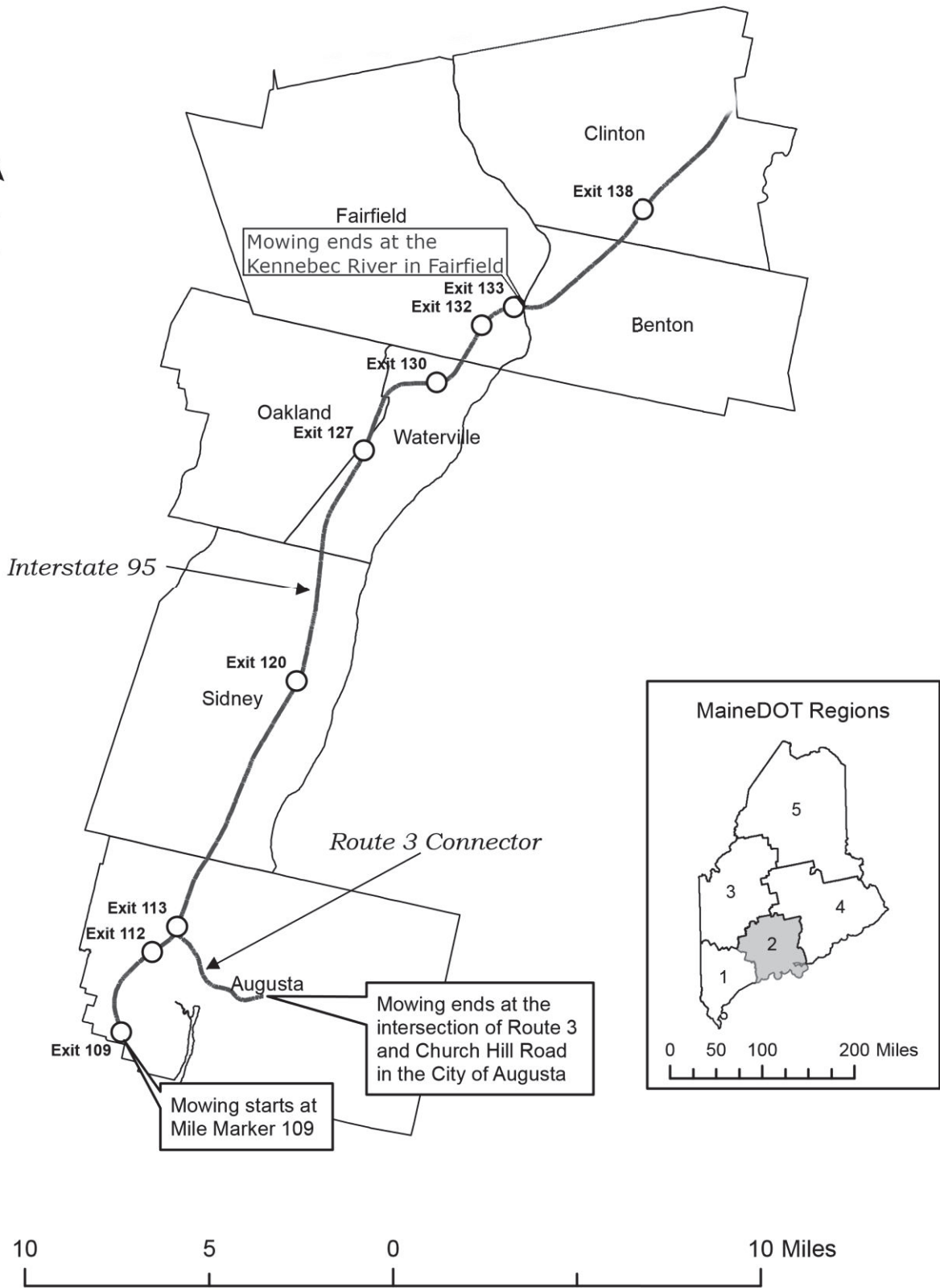
NOTE: In some traffic conditions, especially in southern areas of the interstate, interchanges should always be used. Of a question of safety is involved in a desired reverse direction maneuver, then use an interchange.

An example of this maneuver is shown on the attached sketch.



Procedure for Using
Divided Highway Crossovers

Extent of mowing in Region 2 Area 1



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.