

Interstate Vegetation Management Services

Regions 1, 2, and 4

PH20240501VGMT

2024

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 all items in section bid.

4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

WIN or Title: **Interstate Vegetation Management Services**

Towns, Regions, or Location: **Regions 1, 2, and 4**

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: **Interstate Vegetation Management Services**

Towns, Regions, or Location: **Regions 1, 2, and 4**

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: **Interstate Vegetation Management Services**

Towns, Regions, or Location: **Regions 1, 2, and 4**

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.

RFI No: _____

Date _____ Time _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s): _____

[illegible]

Company Name: _____ **Phone: ()** _____

Email: _____ **Fax:** (____) _____

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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 **Interstate Vegetation Management Services in Regions 1, 2, & 4**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **May 22, 2024** 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: Interstate Vegetation Management

Locations: Region 1 in the counties of Cumberland, and Sagadahoc.
Region 2 in the counties of Kennebec, Sagadahoc, Lincoln, Knox, Waldo, and Somerset.
Region 4 in the counties of Penobscot, Somerset, and Waldo.

Outline of Work: Vegetation Management along State Roadsides and other incidental work in Regions 1, 2, and 4.

Contractor may bid on one or more Section.

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, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **John McDonough** 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 can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, or requested by telephone at (207) 624-3536.

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

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

This Contract is subject to all applicable State Laws.

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

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

Augusta, Maine
May 1, 2024



BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS
VEGETATION MANAGEMENT
REGIONS 1, 2, & 4

Contractor _____

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

The basis for Award will be by Section.

Bidders may bid on any Section, any combination of Sections, or all Sections.

Section 1
Region 1 – Brush Application – Night Work

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
Interstate Brush Application: 2-person crew and spray truck (Department Supplies all Materials and Attenuator trucks)	87	Center Line Mile	\$	\$

Region 1 work area includes:

No Ramps or Interchanges will be sprayed.

Interstate 295 Northbound and Southbound from the southernmost extent of Exit 1 ramps to the townline of Bowdoin and Topsham.

Route 1 Connector from Brunswick to Bath starting from railroad overpass on Route 1 in Brunswick west of Route 196 to the Congress Ave. overpass in Bath.

A portion of **Routes 701 and 703** in Portland, as outlined in the enclosed map.

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

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

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

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

Signature

Date

(Print Bidder's Name and Title)

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

Contractor _____

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

The basis for Award will be by Section.

Bidders may bid on any Section, any combination of Sections, or all Sections.

Section 2
Region 1 – Interstate Selective Weed – Night Work

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
Interstate Selective Weed Application: 2-person crew and spray truck (Department Supplies all Materials and Attenuator trucks)	87	Center Line Mile	\$	\$

Region 1 work area includes:

No Ramps or Interchanges will be sprayed.

Interstate 295 Northbound and Southbound from the southernmost extent of Exit 1 ramps to the townline of Bowdoin and Topsham.

Route 1 Connector from Brunswick to Bath starting from railroad overpass on Route 1 in Brunswick west of Route 196 to the Congress Ave. overpass in Bath, as detailed in the enclosed map.

A portion of **Routes 701 and 703** in Portland, as outlined in the enclosed map.

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.

_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>(Print Bidder's Name and Title)</i>	

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

Contractor _____

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

The basis for Award will be by Section.

Bidders may bid on any Section, any combination of Sections, or all Sections.

Section 3
Region 2 - Interstate Selective Weed

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
Interstate Selective Weed Application: 2-person crew, spray truck (Department Supplies all Materials and Attenuator trucks)	100	Center Line Mile	\$	\$

Region 2 work area includes:

No Ramps or Interchanges will be sprayed.

Interstate 295 Northbound and Southbound from from the Townline of Topsham/Bowdoin, ~.1 mile north of Milepost 35; to the end of the northern most ramps at Exit 51 in the Town of West Gardiner.

Interstate 95 from the southernmost extent of the Ramps at Exit 109, to the southernmost crossover at Milepost 142.

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

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

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

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

Signature

Date

(Print Bidder's Name and Title)

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

Contractor _____

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

The basis for Award will be by Section.

Bidders may bid on any Section, any combination of Sections, or all Sections.

**Section 4
Region 4**

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
Interstate Selective Weed Application: 2-person crew, spray truck (Department Supplies all Materials and Attenuator trucks)	155	Center Line Mile	\$	\$

Region 4 work area includes:

Interstate 95 from the southern double crossover at Milepost 142, to the northernmost extent of Exit 180.

Interstate 95 from the northernmost extent of Exit 193 to the crossover at Milepost 232.

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

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

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

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

Signature

Date

(Print Bidder's Name and Title)

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

Contractor _____

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

The basis for Award will be by Section.

Bidders may bid on any Section, any combination of Sections, or all Sections.

Section 5
Region 4 – Greater Bangor Area – Night Work

Description	Estimated Quantity per year	Unit	Unit Cost	Total Cost (Est. Qty. X Unit Cost)
Interstate Selective Weed Application: 2-person crew, spray truck, shadow vehicle (Department Supplies all Materials and Attenuator trucks)	41	Center Line Mile	\$	\$

Region 4 – Greater Bangor Area – Night Work area includes:

The **Interstate 95/Interstate 395 interchange** will be sprayed in Section 4 and is approximately 2.5 miles, 8 ramps, that has been added to the estimated quantity. Two ramps on the east end of **I-395** are also included (see maps). No other Ramps or Interchanges will be sprayed.

Interstate 95 from the northernmost extent of Exit 180 to the northernmost extent of Exit 193 on I-95 (see map for details).

Westernmost end of **Interstate 395**, at the intersection of Odlin Rd and Route 2, to the interchange with Route 1A including the Northbound Ramp exiting to Route 1A and the Ramp entering Eastbound Interstate 395 (see map for details).

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.

_____ <i>Signature</i>	_____ <i>Date</i>
_____ <i>(Print Bidder's Name and Title)</i>	

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

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

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

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

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

CTM: _____
TEDOCS: _____
CSN: _____
PH20240501VGMT

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Interstate Vegetation Management Services Regions 1, 2, & 4, in the Counties of Cumberland, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, Somerset, and Penobscot, Maine.** The Work includes vegetation management including use of herbicides, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contract commences on **May 15, 2024** or when executed whichever is later and expires on **April 1, 2025**. The Contractor agrees to complete all Work, except warranty work, on or before **August 1, 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 up to five (5) additional 1-year periods, but no later than **April 1, 2030**.

C. Price.

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

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

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications March 2020 Edition, Standard Details March 2020 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for, **Interstate Vegetation Management Services Regions 1, 2, & 4, in the Counties of Cumberland, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, Somerset, and Penobscot, Maine** on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance

with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

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

Region 1 ☐ Region 2 ☐ Region 4 ☐

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: _____
PH20240501VGMT

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Interstate Vegetation Management Services Regions 1, 2, & 4, in the Counties of Cumberland, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, Somerset, and Penobscot, Maine.** The Work includes vegetation management including use of herbicides, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contract commences on **May 15, 2024** or when executed whichever is later and expires on **April 1, 2025**. The Contractor agrees to complete all Work, except warranty work, on or before **August 1, 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 up to five (5) additional 1-year periods, but no later than **April 1, 2030**.

C. Price.

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

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

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

D. Contract.

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

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications March 2020 Edition, Standard Details March 2020 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for, **Interstate Vegetation Management Services Regions 1, 2, & 4, in the Counties of Cumberland, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, Somerset, and Penobscot, Maine** on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance

with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

As Offeror also agrees:

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

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

Region 1 ☐ Region 2 ☐ Region 4 ☐

The original contract amount is: \$ _____
_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Kyle Hall
Director
Bureau of Maintenance & Operations

CTM: _____

TEDOCS: _____

CSN: _____

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for **Interstate Vegetation Management Services Regions 1, 2, & 4, in the Counties of Cumberland, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, Somerset, and Penobscot, Maine.** The Work includes vegetation management including use of herbicides, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contract commences on **May 15, 2024** or when executed whichever is later and expires on **April 1, 2025**. The Contractor agrees to complete all Work, except warranty work, on or before **October 1, 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 up to five (5) additional 1-year periods, but no later than **April 1, 2030**.

C. Price.

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

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

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

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

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

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

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

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

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

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition as updated through advertisement,

Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, Standard Specifications March 2020 Edition, Standard Details March 2020 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for, Interstate Vegetation Management Services Regions 1, 2, & 4, in the Counties of Cumberland, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, Somerset, and Penobscot, Maine on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

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

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

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

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

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

SAMPLE

_____ (date here) Date	_____ CONTRACTOR (Sign Here) (Signature of Legally Authorized Representative of the Contractor)
	_____ (Print Name Here) (Name and Title Printed)

G. Award.

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

Region 1 ☐ Region 2 ☐ Region 4 ☐

The original contract amount is: \$ _____
_____.

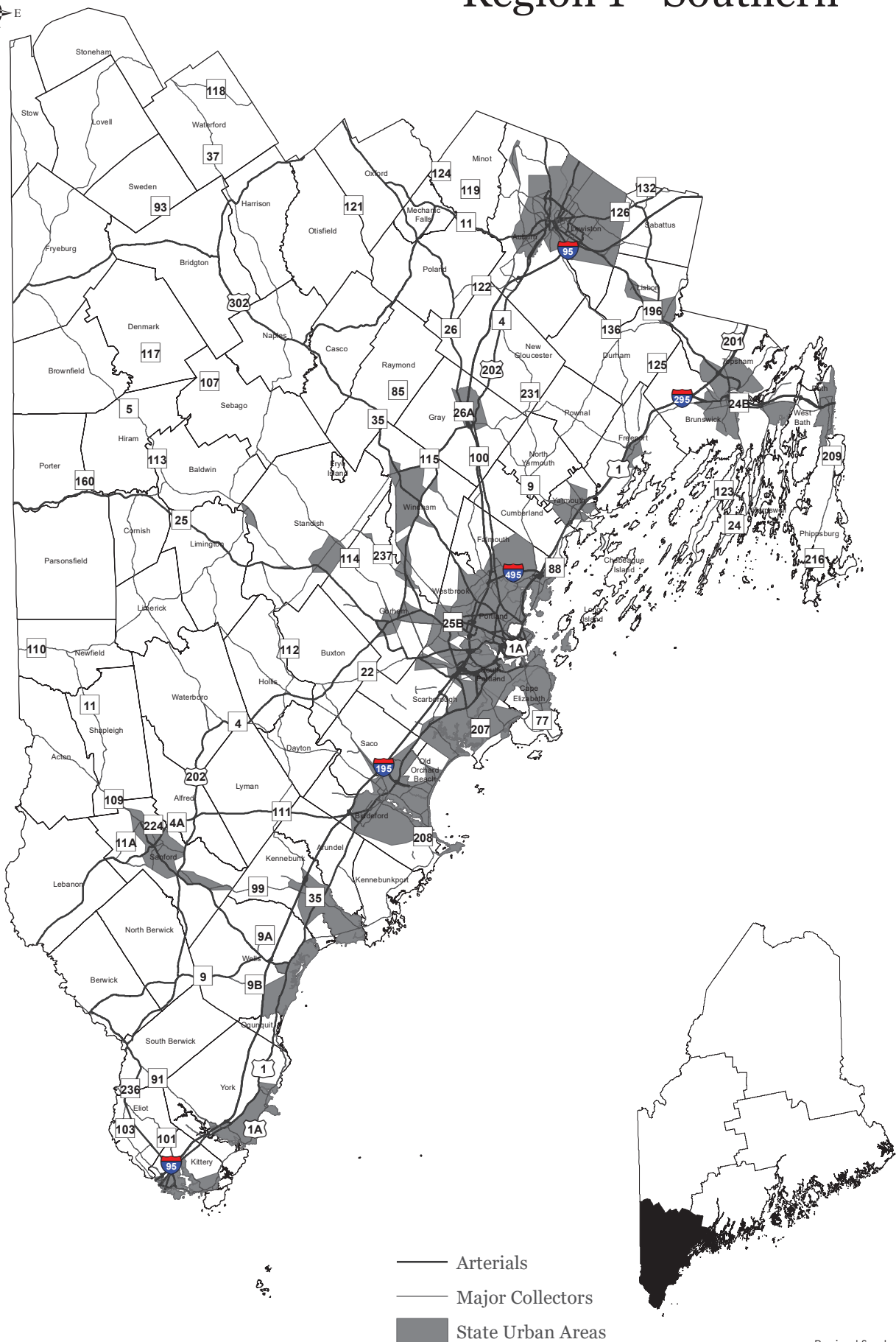
This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

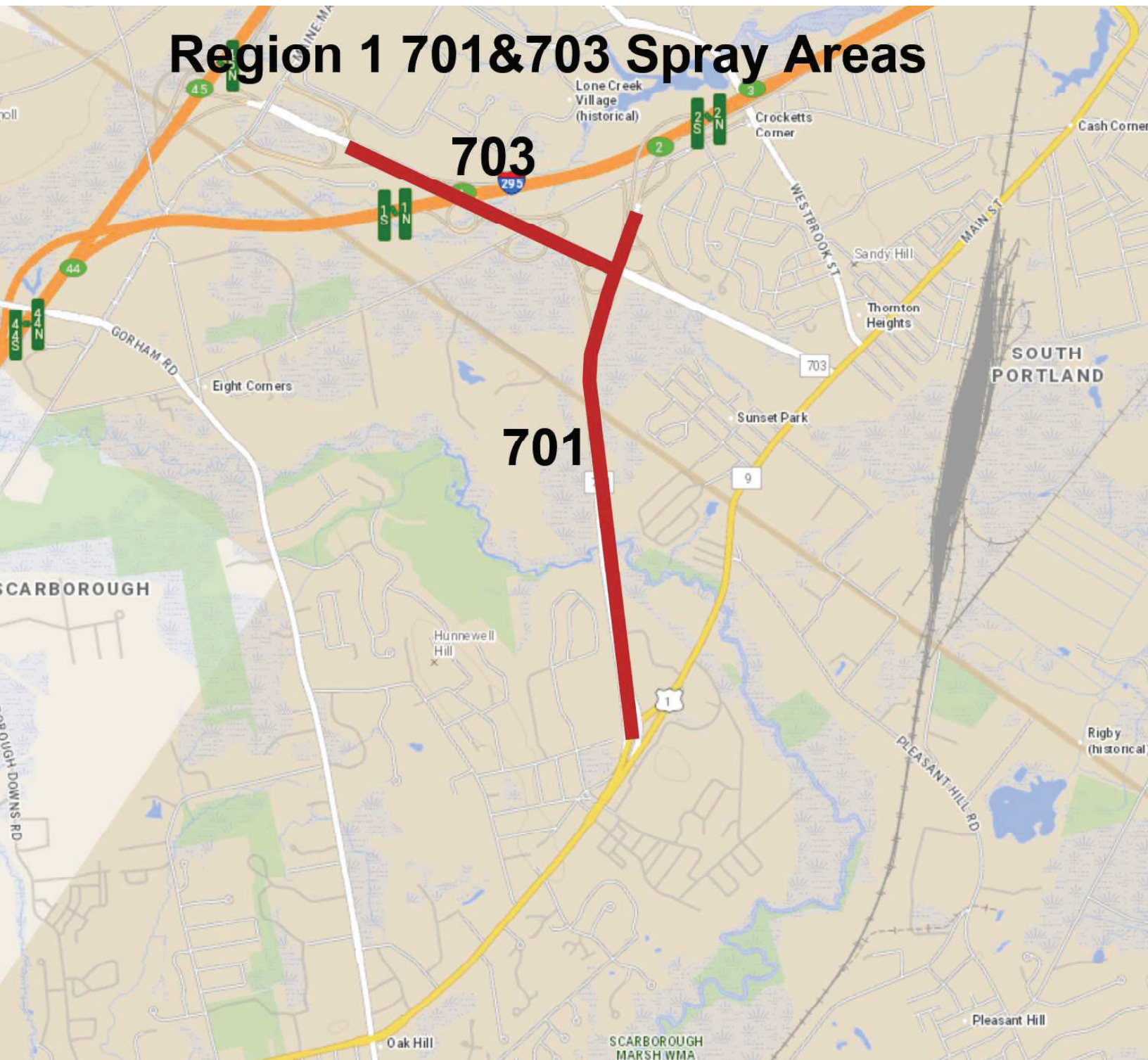
Date

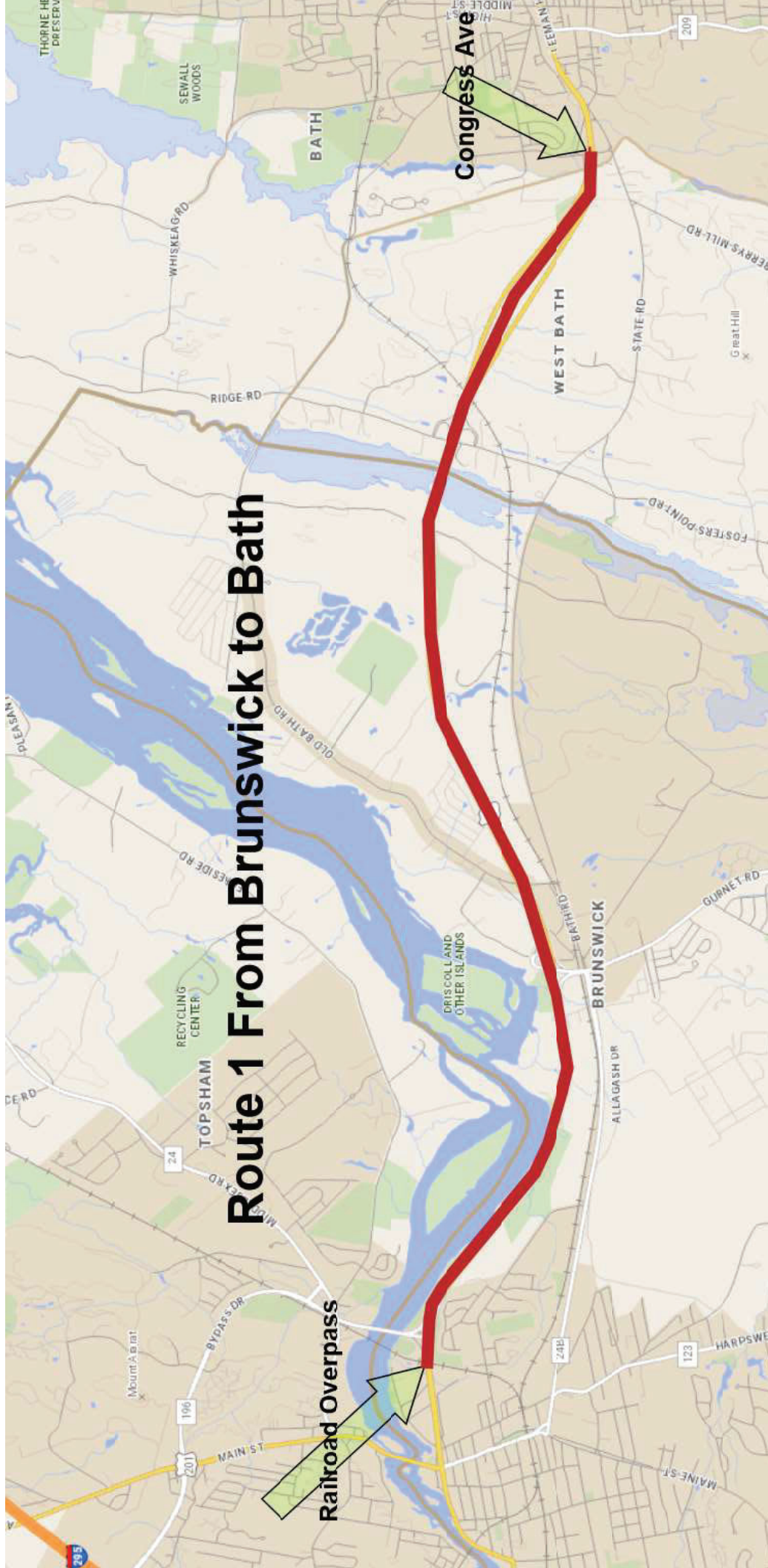
By: Kyle Hall
Director
Bureau of Maintenance & Operations

Region 1 - Southern



Region 1 701&703 Spray Areas





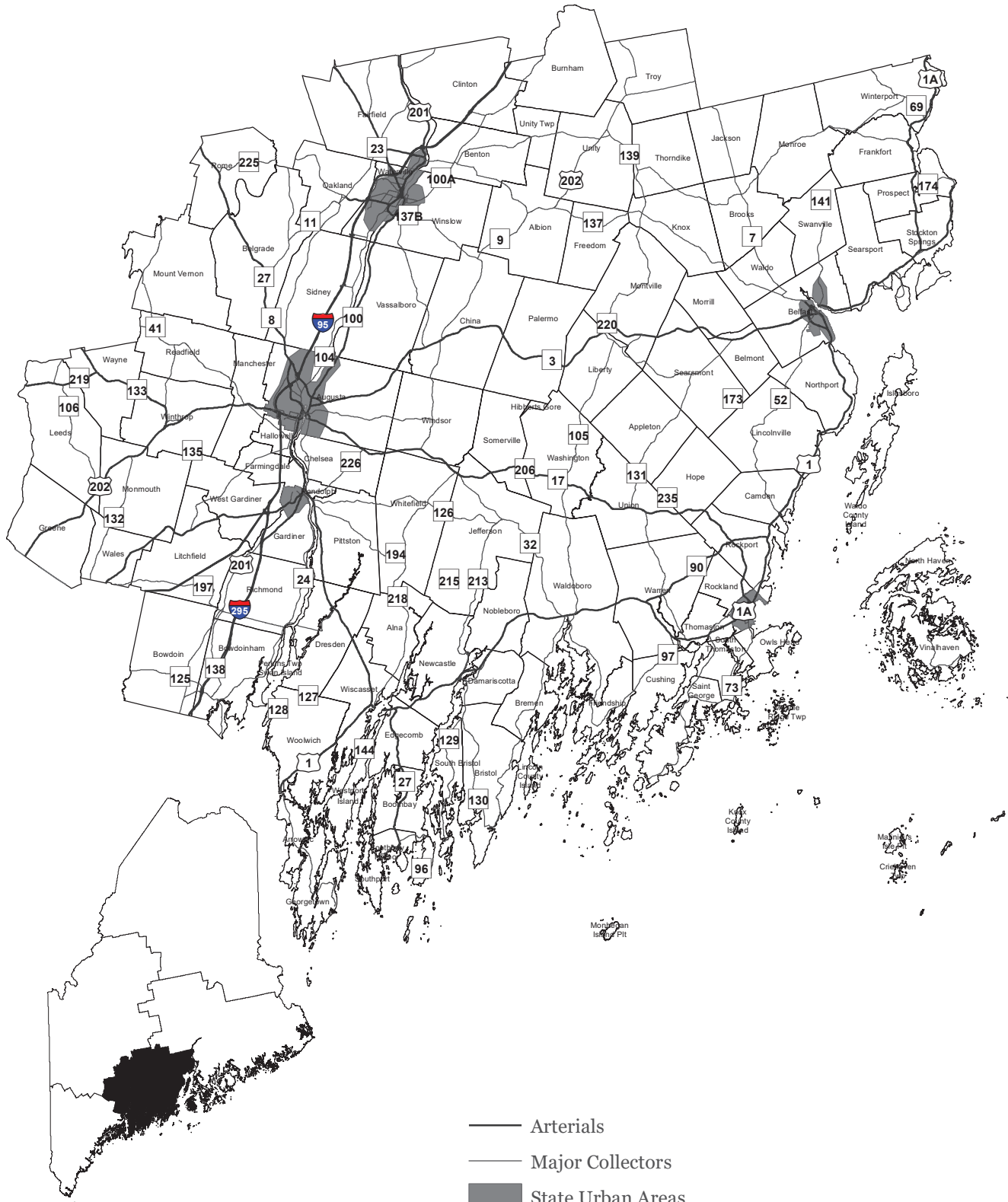
Route 1 From Brunswick to Bath

Railroad Overpass

Congress Ave



Region 2 - Midcoast



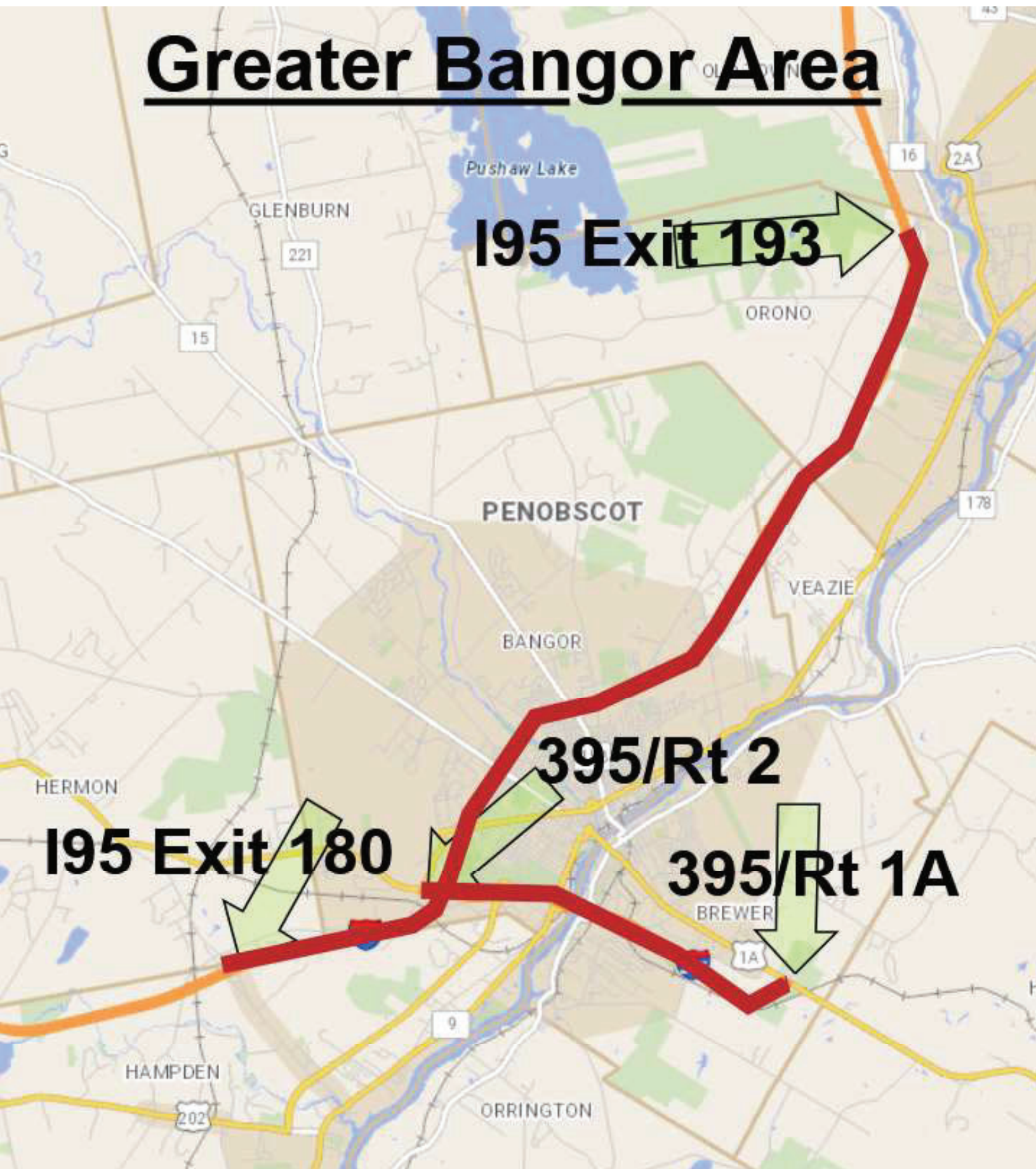


Region 4 - Eastern



- Arterials
- Major Collectors
- State Urban Areas

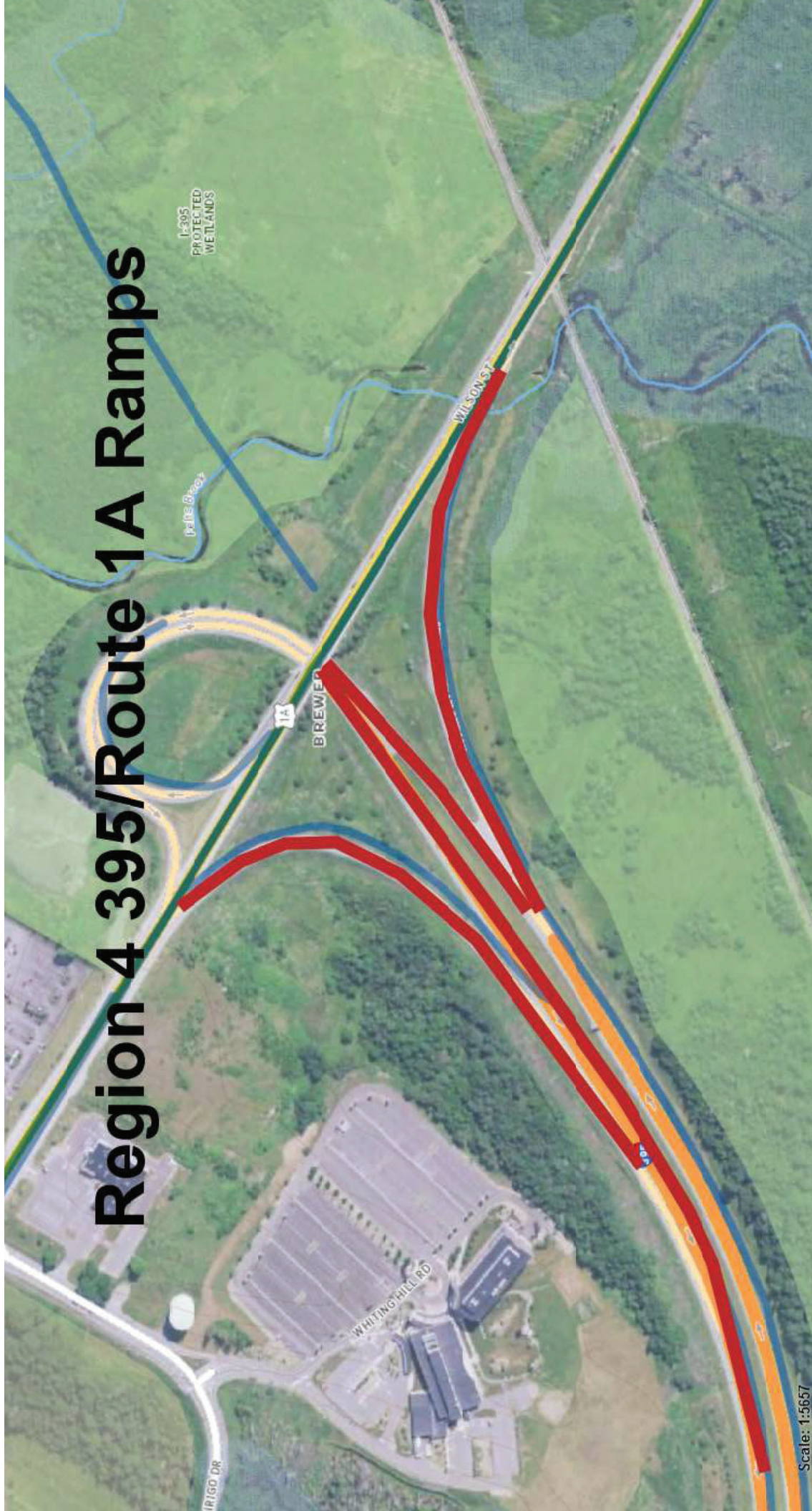
Greater Bangor Area



Region 4 Bangor I-95/I-395 Cloverleaf Interchange



Region 4 395/Route 1A Ramps



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 within a Section.

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 herbicide application. 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 Contract commences on **May 15, 2024** or when executed whichever is later and expires on **April 1, 2025**. The Contractor will be allowed to commence work following Contract execution provided all required submittals have been received and approved by the Department and in accordance with the start dates set forth in the Contract.

At the Department's discretion and upon mutual agreement with the Contractor the Contract may be extended for time and money, under all terms of the Contract up to five (5) additional one-year periods. The determination to extend the Contract will be made by March 1 of each year if the Contract is to be extended for the upcoming year. The Contract will not extend beyond **April 1, 2030**. For all contract extension years, the Contractor shall start on or after the second Monday in May and complete all Work, except warranty work, on or before **August 1 of that year**.

Night work will be required in Sections 1, 2, and 5, and prohibited in Sections 3 and 4. Night work start and end times will be set by the Regions.

For day work, 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.

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

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

MAINEDOT SPECIAL PROVISION
SPECIFICATIONS FOR WORK

I. Scope of Work:

The Work shall include but is not limited to the application of herbicides on roadsides and other MaineDOT property using powered and non-powered equipment. This Work shall be completed in accordance with the terms of the Contract, Special Provisions, and General Notes. The Work is intended specifically for control of Sweet Clover (*Melilotus albus*), and Common Mugwort (*Artemisia vulgaris*), and other weed suppression, and will require continuous spraying outside of buffer zones.

Work on any task assigned shall begin within an agreed upon time after contract start date. Once work on an assignment has begun the Contractor shall continue the Work without interruption in schedule unless otherwise approved by the Department.

All work within Region 1 will be Night Work as per Special Provision 107. All work within the greater Bangor Area, from Exit 180 to Exit 193 on I-95, and from the westernmost end of I-395 to the easternmost extent of Exit 5, will be Night Work as per Special Provision 107.

II. Work

1. Interstate Herbicide Applications for Control of Selective Weed:

Roadside Herbicide Application shall consist of a 2-person crew at least one of which is a Maine licensed pesticide applicator and an application vehicle with powered spray apparatus which allows the applicator to apply herbicides to guardrail, roadside weeds, invasive plants, or other applications as directed by the Department.

Traffic control shall consist of the following: Applicator vehicle shall have 2 rotating amber lights and a rear-mounted sign stating, "One Lane Road". Signs shall conform to the requirements of Part VI of the latest edition of the Manual of Uniform Traffic Control Devices, and NCHRP 350 guidelines. Applications will be at the request of the Department. Two Maine DOT trucks with attenuators, and the personnel to drive them, shall accompany all Interstate operations.

The Contractor shall apply herbicides on the Interstate, using either a 20' boomless type nozzle, or a low-pressure (50-75 PSI – pressure in Pounds of force per Square Inch) shower nozzle type tip, spraying out 5-6', which increases the droplet size to help reduce drift. Guardrail shall only be sprayed with a shower nozzle type tip, or equivalent guardrail type spray nozzles that will allow a low-pressure application. No high pressure (above ~150 PSI) equipment will be used. The actual width sprayed in all Regions will be dictated by existing maintenance conditions, and Department mandated buffers. The Department will supply all herbicides and related materials. Herbicides shall be mixed at Department

specified rates and applied along identified sections of road. The Contractor shall spray and control at least 90% of the white sweet clover and common mugwort present at the time of application.

Application Rules:

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

Within the listed **water buffers**, spray application will be restricted to the 5-6' shower nozzle type application.

- within 150' of a well, spring, surface public water supply, or Atlantic salmon waters
- within 50' of a lake, pond, or stream not known to support Atlantic salmon
- within 50' of any standing water, either in ditches or from culverts

The Contractor **shall cease** using powered spray equipment when environmental conditions are unfavorable within the listed **water buffers**.

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

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

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

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

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

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

Mixing chemicals, and pumping water into the tank, shall occur at least 75' away from any high-water mark on any nearby body of water, using a hose of a minimum 100'. Any pump used must also have an anti-siphon valve installed.

When applying along roadside, the spray truck shall travel at a consistent speed, from 5 to 10 miles per hour continuously spraying in designated areas as directed by the Department using nozzles designed to minimize drift to the maximum extent. Applications will be at the request of the Department.

2. Roadside Herbicide Applications for Control of Brush:

Interstate Herbicide Application for Brush will only take place in Region 1. Region 1 brush application will be Night Work. All rules applying to 1. Interstate Herbicide Applications for Control of Selective Weed will also apply to Brush excepting the type of nozzle and maximum PSI.

An application gun will be used that can reach a minimum of 20-25 feet. PSI for equipment, when the trigger is engaged, will not be over 150 PSI.

Due care will be given around traffic.

III. Measurement, Payment and Invoices:

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

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

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. General Notes

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

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

degree area. This signal system shall be in operation continuously while the vehicle is on any part of the travel lanes, ramps, or shoulders.

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

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

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

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

101.2 Definitions Add the following:

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

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

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

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

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

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

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

- Properly submitted electronic bids meet this requirement.

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

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

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

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

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

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

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

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

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

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

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

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

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

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

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

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

103.5 Award Conditions Replace the first paragraph with the following:

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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

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

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

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

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

104.4.3 Progress Meetings Delete the entire section 104.4.3.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

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

“The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.

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

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

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

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section 109.1.2.

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.