

**Roadside  
Mowing  
Non-Interstate**

**REGION 1**

**2016**

# **MAINTENANCE & OPERATIONS**

## **STATE PROJECT**

## **BIDDING INSTRUCTIONS**

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed Contract, 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 for each Section bid 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: Roadside Mowing Non-Interstate
    - Region 1
    - 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: Roadside Mowing Non-Interstate
- Region 1
- Date of Bid Opening:
- Name of Contractor:

If a paper Bid is to be sent express, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

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

- Bid Enclosed: Do Not Open
- WIN or Title: Roadside Mowing Non-Interstate
- Region 1
- 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, November 2014 Edition.*

# NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

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

# NOTICE

Bidders:

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

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

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

State of Maine  
Department of Transportation

RFI No: \_\_\_\_\_

# REQUEST FOR INFORMATION

Date \_\_\_\_\_ Time \_\_\_\_\_

**Information Requested for:**

WIN(S): \_\_\_\_\_ Town(s): \_\_\_\_\_ Bid Date: \_\_\_\_\_

Question(s): \_\_\_\_\_

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Request by:  
Company Name: \_\_\_\_\_ Phone:(\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**Complete this form and fax to 207-624-3431, Attn: Project Manager (name listed on the “Notice to Contractors”), or Email questions to RFI-Contracts.MDOT@maine.gov, Please include the word “RFI” along with the Project Name and Identification Number in the Subject line, or electronically by using the RFI Tab located on the Individual Projects Detail page.**

## **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 **Roadside Mowing Non-Interstate in Region 1**" 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 **June 1, 2016** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidders must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Roadside Mowing

Location: Regions 1 in the Counties of Androscoggin, Cumberland, York, Oxford, and Sagadahoc

Outline of Work: Mowing roadside areas and other incidental work.

The basis of award will be for Region 1

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](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Offices in Dixfield and Bangor. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

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

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

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. 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 11, 2016



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**  
Arterial & Collector Road Mowing in Region 1  
Maine Department of Transportation

**Notice to Bidders:** In the event a Bidder would like to meet with a Department representative to assist with paperwork, assembling all required Bid Documents, and putting together the Bid Package, appointments to meet with department staff may be scheduled by contacting Bob Moosmann or Sue Turcotte at (207) 624-3600 to request an appointment.

**The Department will reject bids if any one of the following occurs:**

- a) the Bid is not delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed, or
- c) a required unit price, lump sum price or bid amount is not provided or is illegible.

**Do not make handwritten changes to the bid documents.**

**The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions.** For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

All roads included in this bid package for Region 1 are LOWER PRIORITY roads that require (1) eight foot pass on either side of the road. The roads listed are in the NORTH half of the Region.

Route 25 divides the Region into the NORTH and SOUTH halves. The northern half will be mowed in 2016, the southern half in 2017.

**Region One**

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
1-1	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	240.93	CLM	\$	\$
				<b>TOTAL</b>	\$

The accepted quantity of LOWER PRIORITY (1) Eight Foot Pass will be paid for at the contract unit price by the Center Line Mile (CLM). The Center Line Mile length (also shown as Length in the Tables) represents the length of the road asset from the beginning to the end of the asset. Both

sides of the road are mowed therefore total mowed distance is twice the CLM length also known as Shoulder Miles. The quantity paid will be the center line miles for the asset in a Department data base at the time the work accomplishment is submitted and accepted for payment. The tables list the priority, assets and associated CLM. Bidders are required to bid one unit price per CLM for Lower Priority roads in a given section. The contract unit price shall be full compensation for mowing, transporting, equipping, supervising and all overhead and incidentals necessary to complete the work.

- Refer to Mow Route Tables in Appendix A for details on specific Routes in each Area
- Refer to Appendix A for mowing specifications

**MAINE DEPARTMENT OF TRANSPORTATION CONTRACT FOR  
ROADSIDE MOWERS NON-INTERSTATE IN REGION 1**

This CONTRACT is made, by and between the State of Maine, acting through and by its Department of Transportation (“**Department**” or “**MaineDOT**”), an agency of state government with its principal administrative offices located at 24 Child Street, Augusta, Maine, 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 terms set forth in this Agreement (the “**Contract**”), hereby agree as follows:

The following attachment is hereby incorporated into this Contract by reference:

**Appendix A –Scope of Work, Measurement and Payment & Special Provisions**

The Contractor will perform the Work described herein in accordance with the terms and conditions of this Contract for Roadside Mowing of State Roads (Arterials & Collectors), for Region 1 awarded to the Contractor in the counties of Androscoggin, York, Cumberland, Oxford, and Sagadahoc, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and services required to perform the Work, and performing all other Work indicated in the Contract.

**Time.** The Contractor agrees to complete all Work within the dates set forth in Appendix A – Scope of Work. All work under this contract may commence upon contract execution or June 1, 2016 whichever is later in accordance with Appendix A. This Contract expires on April 1, 2017. 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 three (3) additional one year periods.

**Price.** The quantities and prices given in the Schedule of Items of the Bid Documents will be used as the basis for determining the Award for each Crew Area and will be used as the basis for determining the original Contract amount. The Maine DOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the unit prices bid.

**Changes in the Work.** The Department shall have the right to alter the order or quantity of roads assigned and the nature and extent of the Work as provided in the Contract. In no event shall the Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

**Insurance Requirements.** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from

insurance companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Certificates of Insurance shall be provided to the MaineDOT prior to execution of the Contract and on an annual basis for the duration of the contract period. The maximum deductible for any type of insurance required shall not exceed \$10,000. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations.

Additional Insured. The Department shall be listed as an additional insured on Commercial General Liability insurance policies carried by both the Contractor and Sub-contractor(s) that are applicable to the Work.

Commercial General Liability Insurance. The Contractor and any subcontractors shall purchase and maintain Commercial General Liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract.

Automobile Liability. The Contractor and Sub-contractors shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Work. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

Workers' Compensation. The Contractor and Sub-contractor(s) shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

**Termination and Failure to Perform.** The Department may terminate this Contract with or without cause upon 7 days written notice. If the Contractor is unable to complete or perform the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices. In addition 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.

**Severability.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions and this Contract.

**Independent Capacity.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers, employees or agents of the State.

**Employment and Personnel.** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Contract, any other personnel who are or have been at any time during the period of this Contract in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor.

**Subcontracts.** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the Work pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract. The Department may require the Contractor to submit backup documentation including copies of invoices and itemized payments to Subcontractors.

**Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement; The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

**Workers and Equipment.** 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.

If MaineDOT finds either the equipment or the operator to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the work schedule. Any person employed by the Contractor who, in the opinion of the Department, is intemperate or disorderly, or jeopardizes safety of any person or the Work, shall be removed immediately by the Contractor employing such person without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Department may suspend the Work by written notice until such orders are complied with. If Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire a new Contractor to complete the work.

**Equal Employment Opportunity Requirements.** The Contractor agrees to comply with all applicable equal employment opportunity requirements as follows:

1. During the performance of any work undertaken pursuant to this Contract, the Contractor shall not discriminate against any employee or applicant for employment relating specifically to any work under this Contract because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that all such applicants are employed and all such employees are treated without regard to their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this Contract. Such action shall include, but not necessarily be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The Contractor shall post, or cause to be posted, in a prominent manner in conspicuous places readily available to all employees and applicants for such employment hereunder, notices setting forth the provisions of this paragraph.
2. In all solicitations or advertising for employees placed by or on behalf of the Contractor relating specifically to any work undertaken pursuant to this Contract, the Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
3. The Contractor shall send to each labor union or representative of any of its employees covered by a collective bargaining agreement or any other contract or understanding under which any labor, work or services are to be furnished towards the Contractor under terms of this Contract, a notice advising all such labor unions or representatives of employees of the Contractor's commitment under this Article and shall post copies of such notice prominently in conspicuous places readily available to all such employees and applicants for employment.
4. The Contractor shall cause all of the foregoing equal employment opportunity provisions under this Article to be included in any contract for services or work undertaken pursuant to this Contract in such a manner that such provisions shall be binding upon each consultant except that the foregoing provisions shall not apply to any contract for the purchase of or the supply of standard commercial supplies or raw materials. To the maximum extent feasible, the Contractor or any of its consultants shall list all suitable employment openings with the Maine Job Service. This provision shall not apply to employment openings which the Contractor or any of its consultants propose to fill from within their own organization. The listing of such openings with the Maine Job Service shall involve only the normal obligations which pertain thereto.

**Responsibility for Property of Others.** The Contractor shall, at its expense, be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor. The preceding sentence includes damage to vehicles passing



through the Work area. 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.

**Governing Law and Requirements.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and the State of Maine. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

**Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

**Entire Contract.** This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103, and 111, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

**Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in these Contract documents are complete and accurate as of the date of this Contract.
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 this Contract.
4. Neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State or local agency.

CT : \_\_\_\_\_  
TEDOC No.: \_\_\_\_\_

**Offer & Agreement.** The Contractor agrees to supply all the supervision, labor, equipment, tools and services required to perform the Work perform the Work required in accordance with the terms and conditions of this Contract at the unit prices provided in the Schedule of Items.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute a minimum of two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents. This document becomes effective on the date last signed by MaineDOT.

**CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title Printed)

**Award.** Your offer is hereby accepted for Roadside Mowing Non-Interstate in Region 1. The contract amount is \_\_\_\_\_

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

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title Printed)

**MAINE DEPARTMENT OF TRANSPORTATION CONTRACT FOR  
ROADSIDE MOWERS NON-INTERSTATE IN REGION 1**

This CONTRACT is made, by and between the State of Maine, acting through and by its Department of Transportation (“**Department**” or “**MaineDOT**”), an agency of state government with its principal administrative offices located at 24 Child Street, Augusta, Maine, 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 terms set forth in this Agreement (the “**Contract**”), hereby agree as follows:

The following attachment is hereby incorporated into this Contract by reference:

**Appendix A –Scope of Work, Measurement and Payment & Special Provisions**

The Contractor will perform the Work described herein in accordance with the terms and conditions of this Contract for Roadside Mowing of State Roads (Arterials & Collectors), for Region 1 awarded to the Contractor in the counties of Androscoggin, York, Cumberland, Oxford, and Sagadahoc, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and services required to perform the Work, and performing all other Work indicated in the Contract.

**Time.** The Contractor agrees to complete all Work within the dates set forth in Appendix A – Scope of Work. All work under this contract may commence upon contract execution or June 1, 2016 whichever is later in accordance with Appendix A. This Contract expires on April 1, 2017. 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 three (3) additional one year periods.

**Price.** The quantities and prices given in the Schedule of Items of the Bid Documents will be used as the basis for determining the Award for each Crew Area and will be used as the basis for determining the original Contract amount. The Maine DOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the unit prices bid.

**Changes in the Work.** The Department shall have the right to alter the order or quantity of roads assigned and the nature and extent of the Work as provided in the Contract. In no event shall the Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

**Insurance Requirements.** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from

insurance companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Certificates of Insurance shall be provided to the MaineDOT prior to execution of the Contract and on an annual basis for the duration of the contract period. The maximum deductible for any type of insurance required shall not exceed \$10,000. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations.

Additional Insured. The Department shall be listed as an additional insured on Commercial General Liability insurance policies carried by both the Contractor and Sub-contractor(s) that are applicable to the Work.

Commercial General Liability Insurance. The Contractor and any subcontractors shall purchase and maintain Commercial General Liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract.

Automobile Liability. The Contractor and Sub-contractors shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Work. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

Workers' Compensation. The Contractor and Sub-contractor(s) shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

**Termination and Failure to Perform.** The Department may terminate this Contract with or without cause upon 7 days written notice. If the Contractor is unable to complete or perform the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices. In addition 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.

**Severability.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions and this Contract.

**Independent Capacity.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers, employees or agents of the State.

**Employment and Personnel.** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Contract, any other personnel who are or have been at any time during the period of this Contract in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor.

**Subcontracts.** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the Work pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract. The Department may require the Contractor to submit backup documentation including copies of invoices and itemized payments to Subcontractors.

**Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement; The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

**Workers and Equipment.** 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.

If MaineDOT finds either the equipment or the operator to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the work schedule. Any person employed by the Contractor who, in the opinion of the Department, is intemperate or disorderly, or jeopardizes safety of any person or the Work, shall be removed immediately by the Contractor employing such person without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Department may suspend the Work by written notice until such orders are complied with. If Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire a new Contractor to complete the work.

**Equal Employment Opportunity Requirements.** The Contractor agrees to comply with all applicable equal employment opportunity requirements as follows:

1. During the performance of any work undertaken pursuant to this Contract, the Contractor shall not discriminate against any employee or applicant for employment relating specifically to any work under this Contract because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that all such applicants are employed and all such employees are treated without regard to their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this Contract. Such action shall include, but not necessarily be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The Contractor shall post, or cause to be posted, in a prominent manner in conspicuous places readily available to all employees and applicants for such employment hereunder, notices setting forth the provisions of this paragraph.
2. In all solicitations or advertising for employees placed by or on behalf of the Contractor relating specifically to any work undertaken pursuant to this Contract, the Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
3. The Contractor shall send to each labor union or representative of any of its employees covered by a collective bargaining agreement or any other contract or understanding under which any labor, work or services are to be furnished towards the Contractor under terms of this Contract, a notice advising all such labor unions or representatives of employees of the Contractor's commitment under this Article and shall post copies of such notice prominently in conspicuous places readily available to all such employees and applicants for employment.
4. The Contractor shall cause all of the foregoing equal employment opportunity provisions under this Article to be included in any contract for services or work undertaken pursuant to this Contract in such a manner that such provisions shall be binding upon each consultant except that the foregoing provisions shall not apply to any contract for the purchase of or the supply of standard commercial supplies or raw materials. To the maximum extent feasible, the Contractor or any of its consultants shall list all suitable employment openings with the Maine Job Service. This provision shall not apply to employment openings which the Contractor or any of its consultants propose to fill from within their own organization. The listing of such openings with the Maine Job Service shall involve only the normal obligations which pertain thereto.

**Responsibility for Property of Others.** The Contractor shall, at its expense, be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor. The preceding sentence includes damage to vehicles passing

through the Work area. 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.

**Governing Law and Requirements.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and the State of Maine. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

**Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

**Entire Contract.** This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103, and 111, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

**Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in these Contract documents are complete and accurate as of the date of this Contract.
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 this Contract.
4. Neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State or local agency.

CT : \_\_\_\_\_  
TEDOC No.: \_\_\_\_\_

**Offer & Agreement.** The Contractor agrees to supply all the supervision, labor, equipment, tools and services required to perform the Work perform the Work required in accordance with the terms and conditions of this Contract at the unit prices provided in the Schedule of Items.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute a minimum of two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents. This document becomes effective on the date last signed by MaineDOT.

**CONTRACTOR**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title Printed)

**Award.** Your offer is hereby accepted for Roadside Mowing Non-Interstate in Region 1. The contract amount is \_\_\_\_\_

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

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title Printed)



**MAINE DEPARTMENT OF TRANSPORTATION CONTRACT FOR  
ROADSIDE MOWERS NON-INTERSTATE IN REGION 1**

This CONTRACT is made, by and between the State of Maine, acting through and by its Department of Transportation (“**Department**” or “**MaineDOT**”), an agency of state government with its principal administrative offices located at 24 Child Street, Augusta, Maine, and **ABC COMPANY** (“**Contractor**”), a corporation or other legal entity organized under the laws of the State of **MAINE**, with its principal place of business located at **123 ANY STREET, TOWN, ME 00000**.

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

The following attachment is hereby incorporated into this Contract by reference:

**Appendix A – Scope of Work, Measurement and Payment & Special Provisions**

The Contractor will perform the Work described herein in accordance with the terms and conditions of this Contract for Roadside Mowing of State Roads (Arterials & Collectors), for Region 1 awarded to the Contractor in the counties of Androscoggin, York, Cumberland, Oxford, and Sagadahoc, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools and services required to perform the Work, and performing all other Work indicated in the Contract.

**Time.** The Contractor agrees to complete all Work within the dates set forth in Appendix A – Scope of Work. All work under this contract may commence upon contract execution or by June 1, 2016 whichever is later in accordance with Appendix A. This Contract expires on April 1, 2017. 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 three (3) additional one year periods.

**Price.** The quantities and prices given in the Schedule of Items of the Bid Documents will be used as the basis for determining the Award for each Crew Area and will be used as the basis for determining the original Contract amount. The Maine DOT does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the unit prices bid.

**Changes in the Work.** The Department shall have the right to alter the order or quantity of roads assigned and the nature and extent of the Work as provided in the Contract. In no event shall the Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any changes to the Contract that affect scope, compensation, time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

**Insurance Requirements.** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from

insurance companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Certificates of Insurance shall be provided to the MaineDOT prior to execution of the Contract and on an annual basis for the duration of the contract period. The maximum deductible for any type of insurance required shall not exceed \$10,000. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations.

Additional Insured. The Department shall be listed as an additional insured on Commercial General Liability insurance policies carried by both the Contractor and Sub-contractor(s) that are applicable to the Work.

Commercial General Liability Insurance. The Contractor and any subcontractors shall purchase and maintain Commercial General Liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract.

Automobile Liability. The Contractor and Sub-contractors shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Work. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

Workers' Compensation. The Contractor and Sub-contractor(s) shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

**Termination and Failure to Perform.** The Department may terminate this Contract with or without cause upon 7 days written notice. If the Contractor is unable to complete or perform the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices. In addition 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.

**Severability.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions and this Contract.

**Independent Capacity.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers, employees or agents of the State.

**Employment and Personnel.** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis during the period of this Contract, any other personnel who are or have been at any time during the period of this Contract in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each Subcontractor.

**Subcontracts.** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the Work pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract. The Department may require the Contractor to submit backup documentation including copies of invoices and itemized payments to Subcontractors.

**Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement; The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

**Workers and Equipment.** 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.

If MaineDOT finds either the equipment or the operator to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the work schedule. Any person employed by the Contractor who, in the opinion of the Department, is intemperate or disorderly, or jeopardizes safety of any person or the Work, shall be removed immediately by the Contractor employing such person without cost or liability to the Department. The employee shall not be employed again in any portion of the Work without prior approval from the Department. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Department may suspend the Work by written notice until such orders are complied with. If Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire a new Contractor to complete the work.

**Equal Employment Opportunity Requirements.** The Contractor agrees to comply with all applicable equal employment opportunity requirements as follows:

1. During the performance of any work undertaken pursuant to this Contract, the Contractor shall not discriminate against any employee or applicant for employment relating specifically to any work under this Contract because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that all such applicants are employed and all such employees are treated without regard to their race, color, religious creed, sex, national origin, ancestry, age or physical handicap during any period of employment under this Contract. Such action shall include, but not necessarily be limited to: employment, upgrading, demotions, transfers, recruitment, layoffs or terminations, rates of pay or other forms of compensation and selection for all forms of training and apprenticeships. The Contractor shall post, or cause to be posted, in a prominent manner in conspicuous places readily available to all employees and applicants for such employment hereunder, notices setting forth the provisions of this paragraph.
2. In all solicitations or advertising for employees placed by or on behalf of the Contractor relating specifically to any work undertaken pursuant to this Contract, the Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
3. The Contractor shall send to each labor union or representative of any of its employees covered by a collective bargaining agreement or any other contract or understanding under which any labor, work or services are to be furnished towards the Contractor under terms of this Contract, a notice advising all such labor unions or representatives of employees of the Contractor's commitment under this Article and shall post copies of such notice prominently in conspicuous places readily available to all such employees and applicants for employment.
4. The Contractor shall cause all of the foregoing equal employment opportunity provisions under this Article to be included in any contract for services or work undertaken pursuant to this Contract in such a manner that such provisions shall be binding upon each consultant except that the foregoing provisions shall not apply to any contract for the purchase of or the supply of standard commercial supplies or raw materials. To the maximum extent feasible, the Contractor or any of its consultants shall list all suitable employment openings with the Maine Job Service. This provision shall not apply to employment openings which the Contractor or any of its consultants propose to fill from within their own organization. The listing of such openings with the Maine Job Service shall involve only the normal obligations which pertain thereto.

**Responsibility for Property of Others.** The Contractor shall, at its expense, be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor. The preceding sentence includes damage to vehicles passing

through the Work area. 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.

**Governing Law and Requirements.** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and the State of Maine. The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

**Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

**Entire Contract.** This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, 103, and 111, Special Provisions, Contract Agreement and Appendices. It is agreed and understood that this Contract will be governed by the documents listed above. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties, which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.

**Representations.** By signing below, the Consultant hereby represents that to the best of the Consultant's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in these Contract documents are complete and accurate as of the date of this Contract.
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 this Contract.
4. Neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State or local agency.

CT : \_\_\_\_\_  
TEDOC N \_\_\_\_\_

**Offer & Agreement.** The Contractor agrees to supply all the supervision, labor, equipment, tools and services required to perform the Work perform the Work required in accordance with the terms and conditions of this Contract at the unit prices provided in the Schedule of Items.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute a minimum of two (2) originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents. This document becomes effective on the date last signed by MaineDOT.

CONTRACTOR (SIGN NAME HERE) \_\_\_\_\_ Date (00/00/20XX)  
(Signature)

(PRINT NAME HERE) \_\_\_\_\_  
(Name and Title Printed)

**Award.** Your offer is hereby accepted for Roadside Mowing Non-Interstate in Region 1. The contract amount is \_\_\_\_\_

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

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title Printed)

## **APPENDIX A**

### **Scope of Work, Measurement and Payment & Special Provisions**

#### **Scope of Work:**

The Work consists of mowing roadside vegetation on state arterial & collector roads in the State of Maine for the Maine Department of Transportation in portions of Region 1 (Southern Region).

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

Work may commence on June 1<sup>st</sup> of each year or when the Contract is signed by the Department, whichever date is later. All mowing shall be completed by September 15<sup>th</sup> of each year.

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

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

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

1. Incomplete or incorrect electronic reports
2. Defective or Non-conforming Work
3. Damage to a third party
4. Claims filed or reasonable evidence indicating probable filing of claims
5. The Contractor's failure to pay Employees, Suppliers and/or Subcontractors
6. Regulatory non-compliance or enforcement
7. All other causes that the Department reasonably determines negatively affect the State's interest

**Special Provisions:**

The following provisions are required:

1. Inslopes and backslopes that are too steep to safely navigate mowing tractors shall not be mowed.
2. Roadsides are listed as HIGHER or LOWER PRIORITY.
3. Higher Priority Roads require (2) eight foot cuts wherever possible, a total distance of 16 feet from edge of pavement and on both sides of the road.
4. Lower Priority Roads require (1) eight foot cut wherever possible, a total distance of 8 feet from edge of pavement and on both sides of the road.
5. Contractors may bid a different CLM rate for Higher Priority Roads versus Lower Priority Roads in the same Area.
6. The Department and the Contractor may mutually agree to additional mowing beyond the scope of Higher and Lower Priority parameters. All additional mowing will be added by Contract Modification, signed by the Department and the Contractor, specifying adjustments to compensation, time and other work requirements.
7. Contractors shall be responsible for all fuel, grease, routine maintenance including oil, filters, and other parts, servicing, operation, protection such as guards and shields for their equipment, as well as mobilization and all other incidentals necessary for day to day operation.
8. Contractors shall take all necessary precautions to avoid fuel and oil spills and contain and clean up spills if they occur in accordance with all applicable laws and regulations.
9. Mower operators shall be responsible for setting signs at 2 mile intervals in accordance with Department requirements to establish Work Zones.
10. In lieu of setting signs, Contractors may choose to provide a full time shadow vehicle to follow behind the mowing operation. The use of a shadow vehicle shall follow all guidelines set forth by the MUTCD or the Department for a moving operation.
11. The Contractor shall supply signs that comply with current MUTCD guidelines. Signs shall say WORK AREA AHEAD or MOWING AHEAD.
12. Mowing tractors shall have a slow moving vehicle triangle mounted and plainly visible from the rear of the tractor.
13. Mowing tractors shall use flashers at all time when in operation.
14. Mowing tractors must be properly licensed for road operation in the State of Maine.
15. Flail, disk, sickle bar, or rotary mowers may be used. Brush hog mower decks are not acceptable.



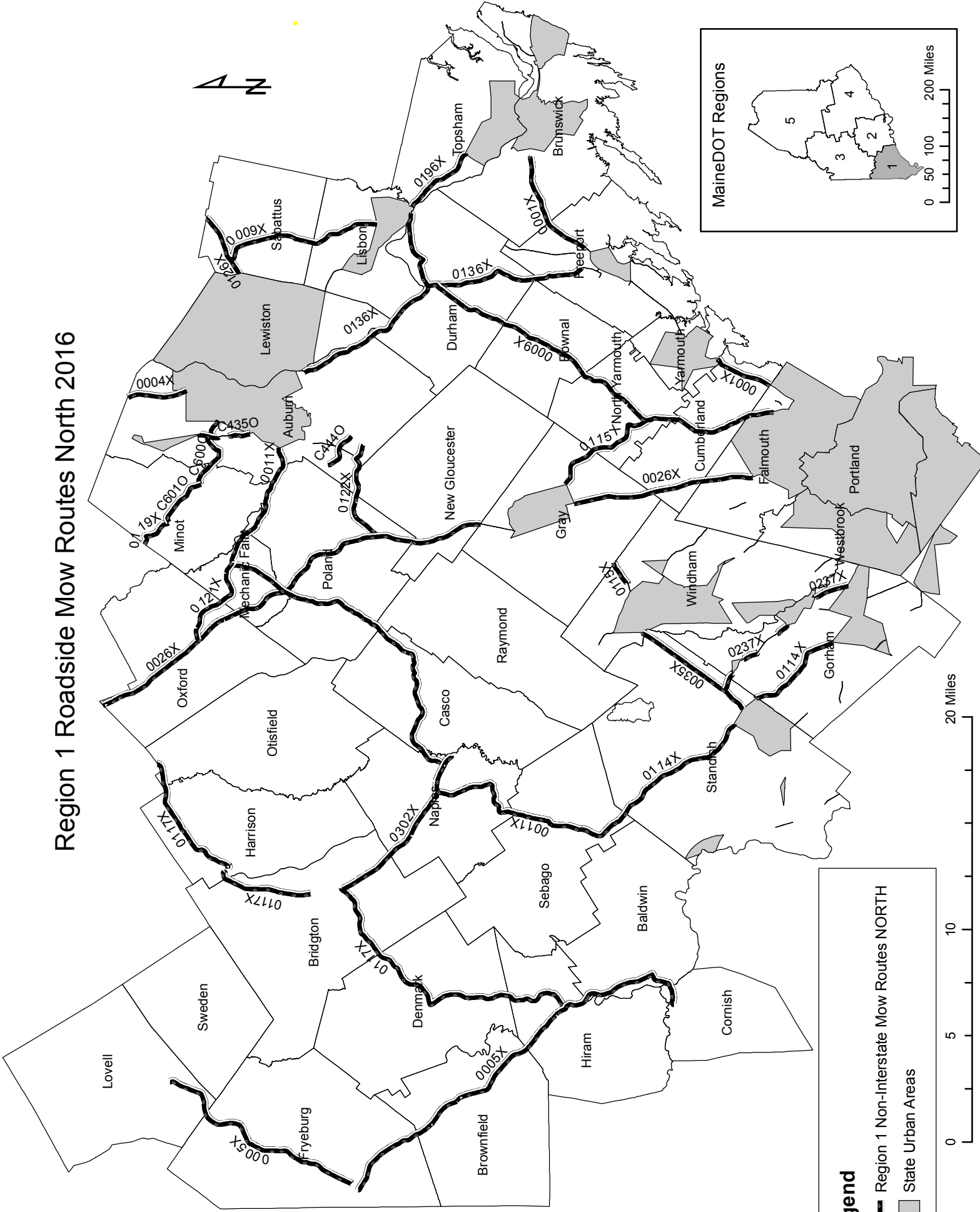
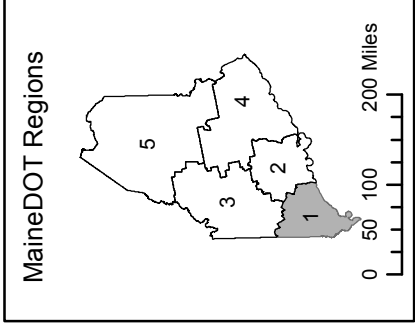
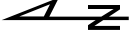
16. The Department reserves the right to remove Mow Routes from the list of Routes to be mowed at any time for any reason.
17. Contractors are responsible for determining the order in which mow routes are mowed.
18. After the route has been mowed once to the satisfaction of the Department, the Department may request a Mow Route or portions of a Mow Route be mowed for a second time. Such Work shall be paid at the CLM price provided in accordance with the Bid and Contract. Such work shall be assigned by Contract Modification and signed by both parties. Performing a second mowing shall be considered an increase in a Pay Item quantity.
19. Contractors shall perform Work only during the following times unless expressly specified otherwise in this contract or approved by the Department.
  - a. Contractors are allowed to perform routine maintenance, repairs, and mow from sunrise to sunset Monday through Friday. Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp>
  - b. Mowing operations shall not begin or shall cease if travel conditions make mowing a safety risk to the travelling public. Conditions may include but are not limited to: poor visibility; or storms producing lightning, heavy rain, hail, strong winds, or flooding.
  - c. Contractors shall not Work at night.
  - d. Work on Saturdays shall only be allowed with prior approval of the Department.
  - e. Contractors shall not Work on Sundays; however Contractors may perform routine service and equipment repairs on Sundays provided the equipment and any vehicles are off the road.
  - f. Contractors shall not Work on the holidays of Independence Day or Labor Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday.
  - g. Contractors shall not Work during any state government closure days.
  - h. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

**NON-INTERSTATE MOW ROUTES SCHEDULED FOR MOWING IN REGION ONE IN 2016**

<b>RtCode</b>	<b>Length</b>	<b>Road Name</b>	<b>Priority</b>	<b>Begin Town</b>	<b>End Town</b>	<b>Notes</b>
0001X	2.8	US Rt 1	Lower	Cumberland	Cumberland	Falmouth TL to Yarmouth TL
0001X	5.4	US Rt 1	Lower	Freeport	Brunswick	Compact .3 Mi N of Bennett Rd to I-295 off ramp
0004X	2.85	Rt 4	Lower	Auburn	Auburn	Compact .03 Mi N of Fair St to Turner TL
0005X	20.26	Rt 5	Lower	Cornish	Fryeburg	Rt 25 to Rt 302
0005X	10.75	Rt 5	Lower	Fryeburg	Lovell	Rt 302 to Old Waterford Rd
0009X	22.77	Rt 9	Lower	Falmouth	Durham	Compact .03 Mi S. of Sherman Drive to Lisbon TL
0009X	9.99	Rt 9	Lower	Lisbon	Sabattus	Wing St to Wales TL
0011X	9.34	Rt 11	Lower	Sebago	Naples	Rt 114 to Rt 302
0011X	22.72	Rt 11	Lower	Naples	Auburn	Rt 302 to Compact .6 Mi beyond Merrow Rd
0026X	8.59	Rt 26	Lower	Falmouth	Gray	Compact .22 Mi N of Eastern Av to Compact .01 Mi N of Tpke Acres Rd
0026X	20.91	Rt 26	Lower	New Gloucester	Oxford	Gray TL to Norway TL
0035X	5.98	Rt 35	Lower	Standish	Standish	Compact .08 Mi NE of School St to Windham TL
0114X	4.72	Rt 114	Lower	Gorham	Gorham	Valley View Dr to Standish TL
0114X	8.34	Rt 114	Lower	Standish	Sebago	Compact .07 Mi NW of Fox Run Rd to Rt 11
0115X	1.15	Rt 115	Lower	Windham	Windham	Knox Rd to US Rt 202
0115X	5.76	Rt 115	Lower	Gray	North Yarmouth	Partridge Ln to Rt 9
0117X	14.59	Rt 117	Lower	Hiram	Bridgton	Rt 5 to Rt 302
0117X	4.42	Rt 117	Lower	Bridgton	Harrison	Rt 302 to Rt 35
0117X	6.58	Rt 117	Lower	Harrison	Otisfield	Rt 35 to Norway TL

RtCode	Length	Road Name	Priority	Begin Town	End Town	Notes
0119X	1.77	Rt 119	Lower	Minot	Minot	Ctr Minot Hill Rd to Hebron TL
0121X	4.54	Rt 121	Lower	Oxford	Mechanic Falls	Rt 26 to Rt 11
0122X	5.07	Rt 122	Lower	Auburn	Poland	Rt 4 to Rt 26
0126X	0.81	Rt 126	Lower	Sabattus	Sabattus	Lewiston TL to Rt 9
0136X	7.18	Rt 136	Lower	Freeport	Durham	Compact .01 Mi N of Scribner Dr to Rt 9
0136X	7.43	Rt 136	Lower	Durham	Auburn	Rt 9 to Vickery Rd
0196X	3.68	Rt 196	Lower	Topsham	Topsham	Meadow Cross Rd to Lisbon TL
0237X	1.7	Rt 237	Lower	Gorham	Gorham	Rt 25 to Little River bridge
0237X	0.56	Rt 237	Lower	Gorham	Gorham	Compact .09 Mi NW of Stevens Dr to .18 Mi NW of Ward's Hill Rd
0237X	0.69	Rt 237	Lower	Gorham	Gorham	Plummer Rd to Compact .34 Mi NW of Wilson Rd
0237X	0.89	Rt 237	Lower	Gorham	Standish	Barstow Rd to Rt 35
0302X	8.44	US Rt 302	Lower	Naples	Bridgton	Rt 11 to Rt 117
C4340	1.31	Youngs Corner Rd	Lower	Auburn	Auburn	(Youngs Corner Rd) Lost Valley Rd to Compact
C4350	1.02	Hotel Rd	Lower	Auburn	Auburn	(Hotel Rd) Crest Ave to Taywood Rd
C4350	0.91	Hotel Rd	Lower	Auburn	Auburn	(Hotel Rd) Compact to West Auburn Rd
C4440	1.92	Kittyhawk Ave	Lower	Auburn	Auburn	(Kittyhawk Ave) Rt 202 to Lewiston Jct Rd
C6000	2.46	Jackson Hill Rd	Lower	Minot	Auburn	(Jackson Hill Rd) Ctr Minot Hill Rd to Lost Valley Rd
C6010	2.63	Center Minot Hill Rd	Lower	Minot	Minot	(Ctr Minot Hill Rd) Jackson Hill Rd to Woodman Hill Rd

# Region 1 Roadside Mow Routes North 2016



**Legend**

- Region 1 Non-Interstate Mow Routes NORTH
- State Urban Areas



NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

SPECIAL PROVISIONS  
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

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 E. Delete the entire section 102.11.1 E and replace with the following:

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

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

"F. 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."

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.”