



Paul H. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

April 20, 2012
Subject: **Vegetation Management**
Location: **Region 3**
State PIN: N/A
Amendment No. 2

David Bernhardt
COMMISSIONER

Dear Sir/Ms:

Make the following change to the Bid Document:

In the Bid Book, after page 23, **ADD** the attached "General Notes", 3 pages dated March 5, 2012.

NOTE: In the on line Bid Book ONLY, page 29, "Sec III. Bid Proposal" has been deleted in its entirety. The following two sentences are no longer part of the on line Bid Book; "Included in this Bid Package are Bid Proposals for 3 of the Department's Maintenance Regions. The Contractor may submit Bids for any or all of the 3 Regions." "Sec III. Bid Proposal", which contains these two sentences, was never part of the printed book.

The following questions have been received:

Question: Why is the Arborist Services portion of the previous contract left off this contract? Is the Department keeping active that part of the previous contract?

Response: The previous Contract in Region 3 combined Vegetation and Arborist Services into one contract. We have decided not to do this again. The Arborist Services Contract is being prepared and should bid within a few weeks.

Question: Will the winning bidder be required to turn in reports and call the region office daily with crew locations?

Response: Records of daily work are recorded in a database available over the internet. Spray crews are required to report their locations to the region office each day. Also review Items 12 and 13 of the General Notes missing from the Contract and added as an Amendment item.



PRINTED ON RECYCLED PAPER

Question: Are the “no-spray” signs up as needed, as well as the “no-spray” agreements up to date?

Response: Landowners with no spray agreements are responsible for maintenance of no spray signs and for notifying the department if they move or no longer require agreements. The department also works to update agreements as time permits. Also review Item 3 of the General Notes and the last paragraph of Section II, Item 1, Roadside Herbicide Applications on page 28 of the Contract Book.

Question: Will a target species list be provided to the Contractor?

Response: Only hardwoods 6 feet or less in height and softwood trees 3 feet or less in height are targeted. A species list is not needed. Also review Items 3 and 4 of the General Notes. Also review page 27 of the Contract Book, Section II, Item 1, Roadside Herbicide Applications, paragraph 2, first sentence.

Question: Will any other species be treated other than 3’ soft wood, or 6’ hardwood?

Response: No. Not unless directed by the Department. Also review answer to previous question.

Question: Who from DOT will back up the spray crew if members of the public voice concern?

Response: Questions may end up directed to the region office, the Board of Pesticides Control, the Commissioner’s office, headquarters, or legislators. Answering these questions may typically be done by region staff or by the statewide vegetation manager.

Consider these changes and information prior to submitting your bid on April 25, 2012.

Sincerely,



George Macdougall
Contracts & Specifications Engineer

General Notes

1. All Bidders must submit an affidavit of liability insurance and proof of Maine state pesticide licensure with their Bid. Bids that do not contain this required information will be disqualified.
2. All required traffic control for Vegetation Management activities shall be incidental to the Contract.
3. The Contractor shall apply herbicides on State maintained roadsides in accordance with the Department's public notification schedule to be provided by the Department, in accordance with Department variances from Board of Pesticides Control regulations, and in accordance with properly posted and approved no-spray agreements.
4. The Contractor shall apply herbicides in accordance with the standards of the Maine Board of Pesticides Control, the Department, and all applicable regulatory agencies to include but not be limited to: quality of application, safety standards, spill mitigation, and personal conduct.
5. 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.
6. The Department may require the Contractor to submit copies of the Master applicator license or licenses and Operator applicator license or licenses for all employees who will be engaged in roadside spraying for the Department prior to the commencement of Work each year. Failure to do so within a reasonable time of request by the Department may result in termination of the Contract.
7. The Department may at any time request to review all applicable pesticide licenses for employees engaged in pesticide application. Failure to produce licenses while engaged in these activities may result in stoppage of Work. Work will not commence again until the Department is satisfied licenses are verified.
8. The Contractor shall supply all the equipment necessary to apply herbicides in a safe and effective manner.
9. The Department will supply all herbicides and herbicide related materials.
10. The Contractor shall have a complete SPC Economy Universal Spill Kit such as those supplied by Sorbent Products or equivalent, in all vehicles that are carrying herbicides whether concentrates or mixes.
11. 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, Bureau of Maintenance & Operations in Augusta.

12. When performing Vegetation Management, the Region Office shall be contacted, by phone or e-mail, at the beginning of each day Work is to be performed and informed as to the anticipated locations the Contractor will be working that day. Regions may request updates from the Contractor by phone when Contractor crews change locations during the day.
13. The Contractor shall submit Daily Spray Work Reports within 12 hours of application to the Department using methods provided by the Department which may include the use of an internet reporting system or paper forms.
14. 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.
15. All warning signs used by the Contractor shall be 3'x3' diamond shape with 5" high black letters on an orange background except when working on the interstate where the sign size shall be 4'x4' with 6" letters. Roadside signs shall be set with the bottom of the sign at least 1' above the travel way. Vehicle mounted signs shall be mounted with the bottom of the signs at a minimum height of 48 inches above the pavement.
16. The Contractor shall understand and be familiar with and at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations which in any manner affect the conduct of this Work. The Department will stop the Contractor if violations are observed. The Contractor shall not resume Work until the violations are resolved to the satisfaction of the Department.
17. The Contractor agrees that the personnel performing the work under this Contract are the Contractor's employees, for whom no Federal or State Income Tax will be deducted by the Department and for whom no retirement, vacation, sick leave, or similar benefits available to State employees will accrue. The Contractor shall carry workers' compensation and unemployment compensation coverage for all personnel engaged in this Contract.
18. The Contractor will not be compensated for non-approved work, regulatory violations, or fraudulent reporting.
19. The Contractor and the Department shall have a pre-construction meeting at the Region Office to review policies, procedures, and regulations.
20. The Contractor will receive Department maps identifying spray routes to be treated and their mileages. The mileage will be 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. 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.
24. The Contractor is considered to be at Work during the day while performing assigned duties and travelling from one site to another.
25. 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 crew supervisors for such purposes. 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.
26. Workers shall have appropriate personal safety equipment including but not limited to hard hats, reflective vests, safety glasses, hearing protection, steel toe boots, and PPE to comply with all Federal and State regulations, and Department policies.