

SERVICE & CONSTRUCTION

**WINTER TREE WORK ON SELECTED
ROADS IN REGION 2**

WIN: 021152.00

2014

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the 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 (2) copies of the completed and signed Contract Agreement, Offer & Award form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. Include prices for all items in the Schedule of Items.
4. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title:
 - Town:
 - 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
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

5. 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. 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's 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.

6. 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 Specification, Revision of December 2002.

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 planholders 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 provide an email address to Diane Barnes or David Venner at 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.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism 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.

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 "WINTER TREE WORK ON SELECTED ROADS IN REGION 2"" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on December 18, 2013 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must provide proof of arborist licensure and demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 021152.00 Winter Tree Work on Selected Roads in Region 2.

Location: Route 32 from the Intersection of US Route 1 in the Town of Waldoboro a distance of 14.22 miles to the Intersection of Route 17 in the Town of Jefferson. Route 126 from the Intersection of Route 27 in the Town of Randolph a distance of 15.57 miles to the Intersection of Route 32 in the Town of Jefferson. Route 126 from the Intersection of Route 197 in the Town of Sabattus a distance of 15.88 miles to the Gardiner Town Line.

Outline of Work: Winter tree and brush removal, pruning, and occasional disposal of debris and logs as directed by the Department.

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 (not drawings), and bid results. For Project-specific information fax all questions to Gail Iler at (207) 624-3431. 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.

Contract Bid Books, 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 Region 2 headquarters at 45 Commerce Drive, Augusta, Maine. They can be obtained at no cost from 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.

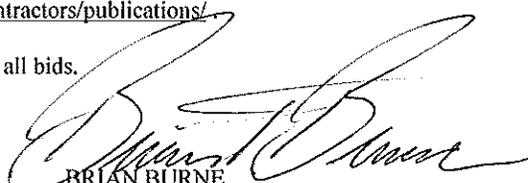
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 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
December 4, 2013



BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER

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)

Contractor Name _____

SCHEDULE OF ITEMS

WINTER TREE WORK ON SELECTED ROADS IN REGION 2

Description	Estimated Quantity	Unit	Cost per Unit	Total Cost
3 Person Bucket Truck crew: 70 ft. working height, brush chipper with winch for twitching logs from the roadside, and chainsaws	240	Hour	\$	\$
TOTAL				\$

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 **WIN 021152.00** for **WINTER TREE WORK ON SELECTED ROADS IN REGION 2** in the counties of Kennebec, Lincoln, Androscoggin, Knox, and Waldo, Maine. The Work includes routine maintenance, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, 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.

This Contract commences on **January 2, 2014** or when executed, whichever is latest. The Contractor agrees to complete all Work, on or before **March 28, 2014**.

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 and that the amount of this offer is

\$. The Department 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 prices bid.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 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 Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for **WIN 021152.00** for **WINTER TREE WORK ON SELECTED ROADS IN REGION 2**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any Extra Work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and addressed in the Contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne, Highway Maintenance Engineer

Witness

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 **WIN 021152.00** for **WINTER TREE WORK ON SELECTED ROADS IN REGION 2** in the counties of Kennebec, Lincoln, Androscoggin, Knox, and Waldo, Maine. The Work includes routine maintenance, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, 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.

This Contract commences on **January 2, 2014** or when executed, whichever is latest. The Contractor agrees to complete all Work, on or before **March 28, 2014**.

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 and that the amount of this offer is

\$. The Department 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 prices bid.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 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 Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for **WIN 021152.00** for **WINTER TREE WORK ON SELECTED ROADS IN REGION 2**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any Extra Work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and addressed in the Contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian Burne, Highway Maintenance Engineer

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, for WIN 021152.00 for WINTER TREE WORK ON SELECTED ROADS IN REGION 2 in the counties of Kennebec, Lincoln, Androscoggin, Knox, and Waldo, Maine. The Work includes routine maintenance, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, 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.

This Contract commences on January 2, 2014 or when executed, whichever is latest. The Contractor agrees to complete all Work, on or before March 28, 2014.

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 and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)

\$(repeat bid here in numerical terms, such as \$102.10)

The Department 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 prices bid.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 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 Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for **WIN 021152.00** for **WINTER TREE WORK ON SELECTED ROADS IN REGION 2**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any Extra Work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and addressed in the Contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 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

<p>_____ (Date Here) Date</p>	<p>_____ (Sign Here) (Signature of Legally Authorized Representative of the Contractor)</p>
<p>_____ (Witness Sign Here) Witness</p>	<p>_____ (Print Name Here) (Name and Title Printed)</p>

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

Witness

By: Brian Burne, Highway Maintenance Engineer

General Notes

1. The Contractor chosen to perform Work shall employ a Maine licensed arborist for on site supervision of activities requiring work off the ground such as bucket truck operation or ascending trees by hand to prune or remove trees.
2. Tree work performed under this Contract is limited to routine Work within the corridors outlined and within the Contract period specified.
3. Work can be performed at any time except Saturdays, Sundays, Holidays and state government closure days, unless expressly specified otherwise in this Contract. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas 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. Saturday, Sunday or Holiday Work must be approved by the Department.
4. Contractor shall perform work according to "SPECIFICATION FOR WORK WINTER TREE WORK ON SELECTED ROADS IN REGION 2."
5. The Department will determine when the Contractor shall perform Work and will notify the Contractor when Work cannot be performed and when Work may resume.
6. The Contractor has the authority and responsibility to perform all Work in Conformity with the Contract. The Department may stop Work if violations are observed. The Contractor shall not resume Work until the violations are resolved to the satisfaction of the Department.
7. The Contractor will not be compensated for non-conforming Work, non-approved work, regulatory violations, or fraudulent reporting.
8. The Contractor and the Department shall have a pre-construction meeting at the Region Office to review policies, procedures, and regulations.
9. The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, 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 accepted at the Unit Prices contained in the Contractor's Bid.
10. Contractors may use Department maintenance lots to store trucks and equipment. Arrangements must be made in advance with the assigned representative for the Region.

11. Contractors 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, including but not limited to hard hats, reflective vests, safety glasses, hearing protection, steel toe boots and chainsaw chaps. Contractors shall comply with all applicable federal, State, and local laws including all applicable laws and regulations of governing safety, health, and sanitation.

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

SPECIFICATION FOR WORK

WINTER TREE WORK ON SELECTED ROADS IN REGION 2

I. Scope of Work

The purpose of the Work is to remove or prune trees and remove brush to: reduce the risk of trees or limbs falling into the roadway; improve visibility along the road corridor; improve visibility of large animals; increase sunlight to the road surface in winter; maintain pavement preservation; and improve the safety clear zone.

The Work will include pruning and removal of trees and brush within, and in some situations, beyond the roadside right of way. Work will commence on January 2nd or when the Contract is signed by the Department, whichever is latest, and will end at the end of the Contract term on March 28th, 2014. The Department will provide traffic control.

Work will begin on the Route 32 corridor and if time and money permit will move to the Route 126 corridor from Randolph to Jefferson and then to the Route 126 corridor from Sabattus to the Gardiner Town Line.

Work along the Route 32 corridor begins at the intersection of US Route 1 in the Town of Waldoboro and ends at the intersection of Route 17 in the Town of Jefferson.

Work along the Route 126 corridor begins at the intersection of Route 197 in the Town of Sabattus and ends at the West Gardiner/Gardiner Town Line then begins again at the intersection of Route 27 in the Town of Randolph and ends at the intersection of Route 32 in the Town of Jefferson.

A Region representative will provide Work assignments. Work assignments will involve tree pruning, tree removal, brush removal, and proper placement or removal of wood. When allowed by the adjacent landowner, the Department may direct trees be pruned or removed beyond the right of way limits. The Region representative will contact landowners to secure all necessary permissions and will communicate details to the Contractor prior to commencement of work.

The Contractor shall perform Work Monday through Friday 7 AM – 3:30 PM EXCEPT that work shall not be performed:

- A. When the Department is treating, pretreating, plowing, or performing clean-up of the roads in the area or otherwise directed by the Department.
- B. When weather, road conditions or visibility make the Work a hazard to the travelling public.
- C. Any earlier than a half hour after sunrise or later than a half hour before sunset according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp> . If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting.
- D. When Holidays occur Monday thru Friday

The Department will attempt to notify the Contractor before 6AM when Work will not be performed that day and will notify the Contractor when Work is to be stopped during the day. The Contractor will

also be provided with contact information at the Preconstruction meeting to obtain this information from the Department.

The Contractor shall not enter private property outside the Project Limits without first obtaining permission from the Owners, unless the Department has made arrangements.

The Contractor shall not store or park equipment within 30 feet of the edge of the established travel lanes overnight.

The Contractor shall clean the Project and all ground, lawns, streams, and other areas adjacent to the Project of all rubbish, excess brush and logs, and Equipment. All disturbed ground shall be restored to the line and grade of the original ground or better, graded to drain properly, and finished such that the surface matches the surrounding surface. The Contractor must leave all areas impacted by the Work in a condition that is reasonably acceptable to the Department.

The Contractor shall be responsible for all damage to public or private property resulting from any act, omission, neglect, or misconduct of the Contractor, including damage to the pavement and rutting in the Work area, until Final Acceptance. The preceding sentence includes damage to vehicles passing through the Work area.

The Contractor shall, at its sole expense, repair, restore, or replace such damage. If the Contractor fails to repair the damage in a timely manner, the Department may, upon 48 hours advance written notice, repair 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 Contractor shall perform the Work in a timely and efficient manner. Failure to do so may result in termination of the Contract.

The Contractor will be paid from the time they arrive on a specific job site until the Contractor has left the job site. The Contractor will be paid up to one additional hour each time the Contractor removes logs from the job site when approved by the Department. All travel time, including traveling to and from the job site, will not be measured for payment and will be considered incidental. Also morning, afternoon breaks and lunch will not be measured for payment. The total amount of hours will rounded off to the nearest ¼ hour. The accepted quantity of hours shall be paid for at the respective contract unit price per hour which will be full compensation for labor, equipment, tools, and all incidentals necessary to perform the work.

The Department anticipates it will perform the Work outlined in the Schedule of Items and if time permits within the time allowed in the Contract may add Work up to 100% more than outlined at the Unit Prices bid in the Schedule of Items.

Work performed under this Contract is limited to the corridors identified by the Department. However, other work, such as emergency work, may also occur on these corridors but is not exclusive to the Contractor.

II. 3-Person Bucket Truck Crew:

The 3-Person Bucket Truck Crew shall consist of three people, at least one of which shall be a Maine licensed arborist responsible for supervising daily crew activities including any work for the purpose of removing or pruning trees as directed by the Department. The Bucket Truck Crew will cut and dispose of brush and trees, at the direction of the Department. The Crew shall have sufficient chainsaws to allow each Crew member to operate a saw at the same time.

The bucket truck shall have a chip box and an aerial lift capable of a minimum of a 70 foot vertical lift. The brush chipper shall be equipped with a winch for twitching logs from the roadside and be capable of being hauled behind the bucket truck and be able to chip into the chip box of the truck if needed.

The Department will provide guidance on where wood is to be placed when the landowner requests the wood be left for their use and when wood is to be hauled away.

When directed by the Department, wood chips may be dispersed from the chipper into roadside areas during operation. Chips shall not be dispersed directly into roadside ditches. Chips dispersed into roadside areas shall not exceed an average depth of 4 inches. When chips are not dispersed into roadside areas, they shall be mulched into the Contractor's vehicle and are the property of the Contractor.

All stumps shall be cut to a height not to exceed 4 inches measured from ground elevation.

The Contractor shall, at the discretion of the Department, leave selected trees greater than 6 inches in diameter, cut into 6 foot lengths, laid out neatly at the wood line perpendicular to the road. Any trees or brush that is not left in 6 foot lengths shall be either chipped or removed.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

Work will be assigned under this Contract beginning after Contract execution or January 2, 2014 whichever is latest and continuing until the end of business March 28, 2014.

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS

102.1.1 Basic Requirements Change the first sentence from: "...(A) comply with the Prequalification Procedure adopted by the Department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department..." to "(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department..."

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Add the following sentence "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 Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book."

102.11.1 Non-curable Bid Defects Replace E. with "E. 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."

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

Bids (quotes) are requested for Winter Tree Work on Selected Roads in Region 2. Award will be based on low Bid and the Apparent Low Bidder will be offered a Contract provided the Bidder complies with pre-award conditions, pre-execution requirements unless the Department chooses not to Award.

To qualify as a Successful Bidder, the Apparent Low Bidder shall provide proof of State of Maine arborist licensure prior to Award. The Apparent Low Bidder must also provide proof of liability insurance in accordance with State of Maine, Department of Transportation Standard Specifications Revision December 2002 before Contracts will be signed by the Department. The Apparent Low Bidder may be required to demonstrate successful completion of projects of similar size and scope to be considered for Award of this Contract.

The Department will enter into a Contract with the low Bidder to perform Work pursuant to Assignment Letters at Unit Prices listed by the Bidder in the Schedule of Items depending upon the needs of the Department and according to the following terms.

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows:
“After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

103.5 Award Conditions Delete the section in its entirety and replace 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.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA. 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.

105.2.1 Contractor’s Safety Program Delete the entire section 105.2.1

105.3 Traffic Control and Management Delete the entire section 105.3 and replace with the following: “The Department will provide traffic control.”

SPECIAL PROVISION SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

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

SECTION 107 TIME

107.3.1 General Add the following: “If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President’s Day, Patriot’s Day, the Friday after Thanksgiving, and Columbus Day without the Department’s approval.”

SPECIAL PROVISION SECTION 108
(Invoices and Payment)

Invoices and Payments The Department will pay based upon prices bid and the invoices provided and approved by the Department. Invoices shall be submitted by the Contractor to the Department for payment. The Contractor shall submit an itemized bill to the Department for services monthly for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number
Invoice Date & Number
Dates and Location of Service
Contractor name & address
Quantity 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

Payments may be paid once every two weeks if, in the opinion of the Department, the amount of Work performed is sufficient to warrant such payment. The Department may request that the Contractor submit backup documentation. 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. The Contractor agrees to waive all claims related to the timing and amount of such payments.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this 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 prosecution of the Work.

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 withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices
- B. Damage to a third party,
- C. Claims filed or reasonable evidence indicating probable filing of claims,
- D. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- E. Regulatory non-compliance or enforcement,

- F. All other causes that the Department reasonably determines negatively affect the State's interest.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Change the first sentence from "If quantities of Major Items vary from the estimated quantities contained in the Bid Documents by more than 25%" to "If quantities of Major Items vary from the estimated quantities contained in the Bid Documents by more than 100%".

109.2 Elimination of Items - Delete the entire section.

SPECIAL PROVISION SECTION 112
DEFAULT AND TERMINATION

If, a Contractor fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department may issue a written warning. If the Contractor subsequently fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may complete the work with its own forces, advertise for Winter Tree Work, or use such other methods as in the opinion of the Department are required to complete the Assignment.

The following sections from the Standard Specifications Revision of December 2002 are included for clarification:

SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.5 Subcontracting

104.5.1 Limits on Subcontracting The Contractor shall perform at least 30% of the value of the Work with its own Work force, excluding any percentage performed by Disadvantaged Business Enterprises in satisfaction of specific Contract goals (if any).

The Contractor shall not carry the Workers of another recognized Contractor or firm on its payroll or a Subcontractor's payroll. The Contractor shall not use any Subcontractors that are debarred from Bidding by the Federal Government or any agency of the State of Maine.

104.5.2 Contractor's Duties Regarding Subcontractors The Contractor is responsible for assuring that its Subcontractors have sufficient skill and experience to perform the Work properly and for coordinating and managing its Subcontractors to achieve the intent of the Contract. Except as provided otherwise in this Contract, the Contractor waives all claims arising from failure to coordinate and manage its Subcontractors and indemnifies and hold harmless the Department from any such claims. Subcontracting does not alter the Contractor's obligations under the Contract. For a related provision, see Section 105.1 - Intent of the Contract.

104.5.3 Documentation Regarding Subcontracting Within 21 Days of Contract Execution and before any Work is performed by a Subcontractor, the Contractor shall provide the Department:

- A. A list of all Subcontractors that the Contractor anticipates will be providing Work within the Project Limits and a general description of the items of Work that will be performed by each Subcontractor; and
- B. A written certification by the Contractor that (1) no Subcontractors are debarred from Bidding by the Federal Government or any agency of the State of Maine, (2) that no Subcontractor will utilize motor carriers that receive an unsatisfactory rating from the Federal Motor Carrier Safety Association, and (3) all subcontracts with Subcontractors contain or incorporate by reference all applicable portions of the Contract including the federal provisions contained in Appendix A, if applicable.

The Contractor shall continuously update the list referenced in (A) above and provide it to the Department throughout the duration of the Project.

If requested by the Department, the Contractor shall provide the Department with copies of any subcontract or other document that establishes the relationship of the Contractor and any Subcontractors. The Contractor may omit, remove or obscure any Unit Prices shown in the copy of the subcontract submitted to the Department.

104.5.4 Discharge of Subcontractors The Department, upon written notice to the Contractor, may require that the Contractor discharge any Subcontractor that the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that a Subcontractor's performance jeopardizes the intent of the Contract otherwise, the

Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Subcontractors.

Upon Receipt of such notice, the Contractor shall take any action it determines is necessary to fulfill its obligations under the Contract. For related provisions, see Sections 104.3.4 - Workers and Equipment, 104.5.2 - Contractor's Duties Regarding Subcontractors, 105.1 - Intent of the Contract, and 105.2 - Health and Safety.

104.5.5 Prompt Payment of Subcontractors

A. Pay When Paid The Contractor shall pay Subcontractors for all Work satisfactorily performed and Invoiced by the Subcontractor no later than 30 Days from the date the Contractor receives payment from the Department for such Subcontractor's Work.

B. Retainage The Contractor shall return to the Subcontractor all retainage withheld from the Subcontractor within 30 Days after the date the Subcontractor's Work is satisfactorily completed. If there is a Delay in such return of retainage, the Subcontractor may pursue all rights it may have under the claims procedure referenced in Section 104.5.6 - Subcontractor Claims for Payment.

104.5.6 Subcontractor Claims for Payment The Contractor agrees to notify all Subcontractors of the claim filing procedure contained in 23 MRSA § 52-A(2). As provided in this statute, the Department may use retainage to discharge Subcontractor claims.

104.5.7 Flow Down All subcontracts of the Contractor, and all lower tier subcontracts, shall contain or reference all applicable provisions of the Contract, including all safety, wage, Prompt payment, labor, environmental, and equal opportunity provisions. The Contractor indemnifies and hold harmless the Department against any and all claims or liabilities arising from the failure to include such flow down provisions.

104.5.8 No Third Party Beneficiaries The Contractor and the Department agree that this Contract is not intended to create any third-party beneficiaries or to authorize anyone not a party to the Contract to maintain an action under Contract provisions.

SECTION 110

INDEMNIFICATION, BONDING AND INSURANCE

Scope of Section This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.1 Indemnification The Contractor agrees to indemnify, defend, and hold harmless the Department and its officers, directors, employees, agents and consultants from and against all claims, actions, torts, costs, losses, and damages for bodily injury (including sickness, disease, or death) and property damage arising out of or relating to this Contract or the performance of Work by the Contractor and its Subcontractors, subconsultants, Engineers, suppliers, any individuals or entities directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the Department. Damages covered include, but are not

limited to, all Dispute resolution costs including court costs, attorney's fees, and the fees of Engineers and consultants, arbitrators, and other professionals related to Dispute defense and preparation.

This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor, subconsultant, Engineer, supplier, or other individual or entity under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

110.3 Insurance 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 State of Maine, Department of Business Regulation, Bureau of Insurance. 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, excluding warranty obligations.

110.3.1 Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor 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. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry 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, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

110.3.3 Automobile Liability The Contractor 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 Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

110.3.8 Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.