



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

April 18, 2013
Subject: **Vegetation Management Services**
No Pin Project
Location: Regions 1, 4, & 5
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book **REMOVE** pages 28 and 29 "SPECIAL PROVISION 107 and 108", dated March 25, 2013 and pages 45 through 48 "SPECIAL PROVISION SECTION 101 thru 112", dated March 25, 2013 and **REPLACE** with the attached copy of "SPECIAL PROVISION SECTION 102 thru 112" dated April 17, 2013 (3 pages).

In the Bid Book **REMOVE** pages 30 through 32 "MAINEDOT SPECIAL PROVISIONS SPECIFICATIONS FOR WORK", dated March 25, 2013 and **REPLACE** with attached copy of "MAINEDOT SPECIAL PROVISIONS SPECIFICATIONS FOR WORK", dated April 17, 2013 (3 pages).

Question: Is there any specific reason as to why the amount of centerline miles to be sprayed, specifically in Region 5, has decreased so dramatically from the last bid period?

Response: The region is now managing roads that have historically had very low volumes of herbicide mix sprayed per Centerline Mile. We continue to use contract services on roads that require more spraying.

Question: In each option year, is there the possibility for an increase in centerline miles to be sprayed?

Response: Region 4 and 5 spray in half the Region each year and alternate year to year. The amount of CLM assigned to a contractor may vary due to this. The variation is not significantly different. Since 2004 the Department has developed spray route assets for the purpose of tracking herbicide use over time and to provide for consistent management of what roads are sprayed. Not all roads are sprayed and the assets that are sprayed are relatively consistent now so we do not anticipate significant increase or decrease in CLM of sprayed assets over the contract period.



100% RECYCLED PAPER

Question: If the amount of miles sprayed increases from year to year, will the contractor be compensated by the centerline mile rate of the first year, or will negotiations to have successive increases be discussed?

Response: The Cost per Unit price quoted is the price that will be paid during the first year of the Contract. These prices are in effect during the entire 3 years of the Contract. After the first year, the Contractor or the Department may choose to terminate the Contract or agree to continue. If the Contract continues it will continue at the prices quoted. If a Contractor cannot continue to provide the services at the prices quoted they may refuse to continue the Contract. The Contract will be terminated and a new Contract advertised, giving the Contractor and other interested parties the ability to adjust prices and bid again.

Question: The last set of bid tabulations shows the contract pricing for the first year of the contract. Where there increases to this amount in the 3 successive years of the contract? If so, where might we see these numbers?

Response: Please review the answer to the previous question.

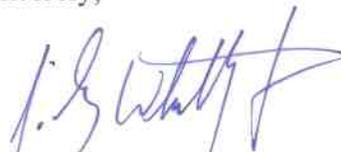
Question: Must all persons working on the spray crews be licensed applicators, or must one Master level applicator be on sites at all times?

Response: State law requires that all companies engaged in the commercial application of pesticides for hire have a Master applicator licensed in the applicable categories for the work they are engaged in. If the company has more than one office, each business location must also have a Master applicator.

There must be at least one licensed applicator (Master or Operator level) on the job and licensed in the applicable categories for the work they are engaged in as well. In the case of roadside mechanized spraying, the Board of Pesticide Control requires that the person applying from the truck have a pesticide license.

Consider these changes and information prior to submitting your bid on April 24, 2013.

Sincerely,



George M. A. Maedougall P.E.
Contracts & Specifications Engineer

File

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS

102.6 Bid Guaranty Delete the entire section 102.6.

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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.

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.

SPECIAL PROVISION SECTION 107
TIME
(Contract Time)

The completion date for this contract is May 1, 2014. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

SPECIAL PROVISIONS SECTION 108
(Invoices and Payments)

Invoices and Payments All Work will be as assigned by the Department.

Roadside Herbicide Application will be measured by the centerline mile. The quantities of Roadside Herbicide Application to be paid will be the quantities of Work assigned by the Department and acceptably performed by the Contractor. Although anticipated

assignments will be provided by the Department at the beginning of the season, the actual assigned Work will be the assignments made using the web based application. The accepted quantities will be paid for at the contract unit prices based upon the web based assignments, and Daily Work Reports submitted in the web based application by the Contractor and accepted by the Department.

Backpack Herbicide Application and Cost for 3rd spray applicator will be measured by the hours of work actually performed, measured to the nearest quarter hour. The accepted quantities will be paid for at the contract unit prices based upon the web based assignments, and Daily Work Reports submitted in the web based application by the Contractor and accepted by the Department.

If the Department requests invoices for payment rather than using web based assignments, invoices shall be submitted by the Contractor to the Department for payment once every two weeks when work is being performed for approval and payment. Invoices shall include the following minimum information:

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

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.

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

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

SPECIAL PROVISION SECTION 112
(Default and Termination)

The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide Labor or Equipment specified in the Assignment Letter or Contract,
- B. Fails to perform the Work with sufficient Labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when as authorized in the Assignment Letter.

Failure by the Contractor to perform the Work when required with the Labor and Equipment specified in the Assignment Letter or to meet other contractual requirements will result in the following actions:

1st Incident: If the Contractor does not take corrective action within one hour upon receipt of verbal warning, the Department will issue a written warning.

2nd Incident: The Department will issue a written warning and payment will not be paid for that day.

3rd Incident: the Department may give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract.

In this event, the Department may complete the work with its own forces or enter into an Assignment Letter with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for to complete the Work.

MAINEDOT SPECIAL PROVISION
SPECIFICATIONS FOR WORK

I. Scope of Work:

The Work shall include but is not limited to the application of herbicides on roadsides and other MaineDOT property using powered and non-powered equipment. This Work shall be completed according to the Agreement, Special Provisions, and General Notes.

All Work will be governed by, and conform to, the Standard Specifications (Revision December 2002) and the Supplementals thereto, together with the Standard Details (Revision December 2002) and the Supplementals thereto, as modified by the Plans or Special Provisions.

The execution of the Contract will start within a reasonable time after the Contract is signed and upon notification by the Department. It is intended that Roadside Herbicide Applications for control of unwanted brush will begin immediately following the July 4th holiday. All Work will be as requested by the Department. The Prices in the Contract will be maintained for one year from the date of signing. At the mutual consent of the Contractor and the Department the Contract may be renewed in Conformity with the Bid Prices on a year-to-year basis for a maximum of 3 years. All required traffic control is incidental to the Contract.

II. Work Included:

1. Roadside Herbicide Applications:

Roadside Herbicide Application shall consist of a 3-person crew at least one of which is a Maine licensed pesticide applicator, a shadow vehicle and an application vehicle with powered spray apparatus which allows the applicator to spray from the truck as it moves along the side of the road. The shadow vehicle and the application vehicle may occupy a portion of the travel lane while spraying.

Traffic control shall consist of the following: Applicator vehicle shall have 2 rotating amber lights and a rear-mounted sign stating "One Lane Road". The Contractor shall provide a shadow vehicle that shall be present and no more than ¼ mile behind the applicator vehicle at all times that the applicator vehicle is on or adjacent to the road and proceeding at less than the posted speed limit. The shadow vehicle shall have 2 rotating amber lights and a rear mounted sign stating "Road Work Ahead". Signs shall conform to the requirements of Part VI of the latest edition of the Manual of Uniform Traffic Control Devices, and NCHRP 350 guidelines. Applications will be at the request of the Department.

The Contractor shall apply herbicides to deciduous tree species that are six feet or less in height and evergreen tree species that are three feet or less in height up to 20' from edge of pavement. The actual width sprayed in all Regions will be dictated by existing maintenance conditions, the extent of the maintenance right of way, and Department

mandated buffers. The Department will supply all herbicides and related materials. Herbicides shall be mixed at Department specified rates and applied along identified sections of road. The Contractor shall achieve a minimum control efficacy rate of 90%.

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

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

The Contractor may use powered application equipment **except** in the following locations: within 100' of a well, spring, surface public water supply, or Atlantic salmon waters, within 50' of a lake, pond, or stream, within 150' of parked vehicles, and within 100' of pastures when animals are present. In areas where the use of powered equipment is prohibited and the road section is designated for treatment as part of a Roadside Herbicide Application the Contractor is required to treat brush within 20' from edge of pavement using hand pumped sprayer application. Only hand pump pressurized sprayers may be used. Sprayers which achieve pressure using motors (e.g. - powered by gasoline, electricity, or power take off) will not be allowed. The Contractor must exercise caution and sound judgment when applying pesticides within these areas to insure compliance with applicable State and Federal regulations and Department variances and buffers. The Contractor **shall not** apply herbicides within 10 feet of any water. The Contractor **shall not** apply herbicides in the following areas; within 150' of occupied buildings, homes, or playgrounds, within 100' of the boundary of organic farms, pedestrians, bicyclists, or picnic tables, within 20' of pastures, or within MaineDOT No-Spray Agreement areas.

2. Backpack Herbicide Applications:

Backpack Herbicide Application shall consist of a 2-person crew, at least one of which shall be a Maine licensed pesticide applicator, each with a backpack hand pump sprayer, a vehicle for transporting the crew and the herbicides and related materials, and appropriate signs and cones for traffic control. Sprayers which achieve pressure using motors (e.g. - powered by gasoline, electricity, or power take off) will not be allowed unless otherwise authorized by the Department. The Contractor shall apply herbicides supplied by the Department at rates specified by the Department. Applications may include but are not limited to foliar applications to tree species, foliar applications to invasive plants, and basal bark or stump treatment of tree species.

Applications will be at the request of the Region, in areas outside the 20' foot zone as described in Section II Work Included: No.1, Roadside Herbicide Applications, of this Special Provision. Examples of areas designated for Backpack Herbicide Application may include interstate, vistas, or slope easements. Typical work may include being at one or more locations in the region for several hours at a time. Trucks shall be parked off the pavement. Sign legends shall be covered or turned from view when Work is not in

progress. Signs shall conform to the requirements of Part VI of the latest edition of the Manual of Uniform Traffic Control Devices, and NCHRP 350 guidelines.

3. 3rd Applicator for Backpack Herbicide Applications:

The Department may request a third person to work with a 2-Person Backpack crew when it improves efficiency. The 3rd applicator will have a hand pumped sprayer and will work applying herbicides for the specified task.

4. 2-Person Crew for Interstate Guardrail or Selective Weed Spraying:

This Work shall consist of a 2-Person crew, at least one of which shall be a Maine licensed pesticide applicator, and an application vehicle to apply herbicides to guardrail areas on the interstate for the control of vegetation in front of, under, and behind guardrail and cable guiderail using specialized guns and nozzles designed to minimize drift. The Work may also include the application of herbicides on interstate roadside areas for the control of broadleaf weeds using specialized guns and nozzles designed to minimize drift. The Contractor shall apply herbicides supplied by the Department at rates specified by the Department. Applications will be at the request of the Department. The spray truck will travel at speeds from 5 to 15 miles per hour continuously spraying in designated areas as directed by the Department. The Department will coordinate and supply the trucks and personnel required to provide traffic control for a moving operation on the interstate.

To compensate for additional costs from continual use of the vehicle, the Department will pay for this crew at the hourly Backpack rate for a 2-person Backpack crew times 112% for each hour of Work.

5. 3-Person Crew for Non-Interstate Guardrail or Selective Weed Spraying:

This Work shall consist of a 3-person crew, at least one of which shall be a Maine licensed pesticide applicator, a shadow vehicle and an application vehicle with powered spray apparatus which allows the applicator to apply herbicides to guardrail on non-interstate roads for the control of vegetation in front of, under, and behind the rail using specialized guns and nozzles designed to minimize drift. The Work may also involve the application of herbicides on non-interstate roads for the control of broadleaf weeds using specialized guns and nozzles designed to minimize drift. The shadow vehicle and the application vehicle may occupy a portion of the travel lane while spraying. The spray truck will travel at speeds from 5 to 15 miles per hour continuously spraying in designated areas as directed by the Department. Applications will be at the request of the Department.

Traffic control for the 3-Person crew shall conform to the requirements of Section II.–No. 1, Roadside Herbicide Applications, of this Special Provision.

To compensate for additional costs from continual use of the vehicles, the Department will pay for this crew at the hourly Backpack rate for a (2-person Backpack crew + 3rd Applicator) as outlined in this provision, times 115% for each hour of work.