



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

January 28, 2016
Subject: On Call Arborist
State WIN: PH20160113ARBOR
Location: **Regions 1 - 5**
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Documents:

INSERT attached "SPECIAL PROVISION, ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS", 7 pages, dated 01/27/2016.

INSERT attached "SPECIAL PROVISION, SECTION 104, GENERAL RIGHTS AND RESPOSIBILITIES, (Wage Rates)", 1 page, dated 01/27/2016.

For clarification Kingsbury Plt., was shown in error on map in Region 3, Section 2. This is actually in Region 4, Section 4. Make this a pen and ink change.

Consider this change and information prior to submitting your bid on **February 3, 2016**.

Sincerely,

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



PRINTED ON RECYCLED PAPER

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

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

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“All Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder, that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidders if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

“All responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidders.”

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, WIN (if applicable) 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".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder’s Bid is read at Bid Opening.”

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:

Region 1, Sections 1 & 2, Region 2, Sections 1 & 2,
Region 3, Section 1 & 2, Region 4, Sections 1, 2, 3 & 4,
and Region 5, Sections 1, 2, & 3
On Call Arborist Work
January 27, 2016

“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.”

103.4 Notice of Award Delete the section in its entirety and replace with the following:

“The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request a payment bond, performance bond, insurance bond, special certifications, and other information from the Apparent Successful Bidders. If prequalification is required and an Apparent Successful Bidder is not prequalified at the time of Bid Opening, the Department shall have 15 days from the successful completion of the Prequalification process or 30 days following Bid Opening; whichever is longer. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper bonds, insurance, and other pre-award requirements, an Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5. “

103.5 Award Conditions Replace the first paragraph with the following:

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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

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

Region 1, Sections 1 & 2, Region 2, Sections 1 & 2,
Region 3, Section 1 & 2, Region 4, Sections 1, 2, 3 & 4,
and Region 5, Sections 1, 2, & 3
On Call Arborist Work
January 27, 2016

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:
The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.

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

105.3 Traffic Control and Management Delete the entire section and replace with the following:

The Department will provide traffic control.

105.8.1 Temporary Soil Erosion and Water Pollution Control Delete the entire section and replace with the following:

The Department will provide soil erosion and water pollution control.

SPECIAL PROVISION SECTION 107
TIME

Section 107 Delete the entire section and replace with the following:

The Contractor is responsible to respond in a timely manner to requests to provide services.

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 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.

Region 1, Sections 1 & 2, Region 2, Sections 1 & 2,
Region 3, Section 1 & 2, Region 4, Sections 1, 2, 3 & 4,
and Region 5, Sections 1, 2, & 3
On Call Arborist Work
January 27, 2016

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Wage Rates)

The applicable wage rates shall be stated in the Assignment Letter. Federal wage rates apply, if stated in the Assignment Letter. Maine State wage rates apply if stated in the Assignment Letter. If the Assignment Letter does not state the applicable wage rate, the higher wage rates shall be applied.