

**ON CALL**

**ARBORIST SERVICES**

**Region 1 Sections 1 & 2**

**Region 2 Sections 1 & 2**

**Region 3 Sections 1 & 2**

**Region 4 Sections 1, 2, 3 & 4**

**Region 5 Sections 1, 2 & 3**

**PH20240117ARB**

**2024**

**Updated 05/15/2020**

# **STATE PROJECT**

**MAINTENANCE & OPERATIONS**

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.

**NOTE: Electronic Bids will not be accepted for this bid.**

2. As a minimum, the following should be received prior to the time of Bid opening: a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Agreement form, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items Bidder is bidding in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open  
WIN or Title: On Call Arborist Services  
Towns, Regions or Location: Regions 1, 2, 3, 4 & 5  
Date of Bid Opening:  
Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed  
WIN or Title: On Call Arborist Services  
Towns, Regions or Location: Regions 1, 2, 3, 4 & 5  
Date of Bid Opening:  
Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent to directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

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

Bid Enclosed: Do Not Open  
WIN or Title: On Call Arborist Services  
Towns, Regions or Location: Regions 1, 2, 3, 4 & 5  
Date of Bid Opening:  
Name of Contractor:

*If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.  
For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation,  
Standard Specifications, March 2020 Edition.*

# NOTICE

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

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

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

# NOTICE

Bidders:

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

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

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



## **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 **On Call Arborist Services** in **REGIONS 1-5**” 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 **February 7, 2024** and at that time and place publicly opened and read. Bids will be accepted from all bidders. All responsive bidders must provide proof of arborist licensure and must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract. **Electronic Bidding will not be available for this bid.**

Description: On Call Arborist Services (no WIN)

Location: Region 1, Sections 1 & 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc. Region 2, Sections 1 & 2 in the counties of Androscoggin, Kennebec, Sagadahoc, Lincoln, Knox, Waldo, and Somerset. Region 3, Sections 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis. Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington. Region 5, Sections 1, 2, & 3 in the counties of Penobscot, Piscataquis, Aroostook, and Washington

Outline of Work: On Call Arborist Services and other incidental work.

**Bidders may bid on one or more sections in a Region and may bid on one or more Regions.  
Contracts may be awarded to each responsive, responsible bidder that meets the requirements.**

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be obtained from the Maine Department of Transportation, Attn.: Mailroom, 24 Child Street, Augusta, Maine 04333-0016 or requested by telephone at (207) 624-3536.

**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, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 Edition*, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536. *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  
January 17, 2024



KYLE HALL  
DIRECTOR  
BUREAU OF MAINTENANCE & OPERATIONS

**SPECIAL PROVISION 102.7.3  
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of authorized representative

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

**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 1, Section 1**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
6	Log Loader with Operator and Ground Person	Hour	\$	\$	\$
7	Chip Truck with Operator (12 to 14-yard minimum capacity)	Hour	\$	\$	\$
8	Off Road, Track Driven, Remote Control Chipper with Operator (12-inch capacity)	Hour	\$	\$	\$
9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

**Bidders may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Print Bidder's Name and Title)

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 1, Section 2**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
6	Log Loader with Operator and Ground Person	Hour	\$	\$	\$
7	Chip Truck with Operator (12 to 14-yard minimum capacity)	Hour	\$	\$	\$
8	Off Road, Track Driven, Remote Control Chipper with Operator (12-inch capacity)	Hour	\$	\$	\$
9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

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\_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Print Bidder's Name and Title)

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 2, Section 1**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
6	Log Loader with Operator and Ground Person	Hour	\$	\$	\$
7	Chip Truck with Operator (12 to 14-yard minimum capacity)	Hour	\$	\$	\$
8	Off Road, Track Driven, Remote Control Chipper with Operator (12-inch capacity)	Hour	\$	\$	\$
9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

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\_\_\_\_\_  
Signature \_\_\_\_\_ Date

\_\_\_\_\_  
(Print Bidder's Name and Title)

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 2, Section 2**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
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13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
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16	1 Laborer	Hour	\$	\$	\$
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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 3, Section 1**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
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\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Print Bidder's Name and Title)

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 3, Section 2**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
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9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

**Bidders may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 4, Section 1**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
6	Log Loader with Operator and Ground Person	Hour	\$	\$	\$
7	Chip Truck with Operator (12 to 14-yard minimum capacity)	Hour	\$	\$	\$
8	Off Road, Track Driven, Remote Control Chipper with Operator (12-inch capacity)	Hour	\$	\$	\$
9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 4, Section 2**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
6	Log Loader with Operator and Ground Person	Hour	\$	\$	\$
7	Chip Truck with Operator (12 to 14-yard minimum capacity)	Hour	\$	\$	\$
8	Off Road, Track Driven, Remote Control Chipper with Operator (12-inch capacity)	Hour	\$	\$	\$
9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 4, Section 3**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
6	Log Loader with Operator and Ground Person	Hour	\$	\$	\$
7	Chip Truck with Operator (12 to 14-yard minimum capacity)	Hour	\$	\$	\$
8	Off Road, Track Driven, Remote Control Chipper with Operator (12-inch capacity)	Hour	\$	\$	\$
9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

**Bidders may bid on any or all Pay Items and may bid on any or all Regions or Region Sections**

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 4, Section 4**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
6	Log Loader with Operator and Ground Person	Hour	\$	\$	\$
7	Chip Truck with Operator (12 to 14-yard minimum capacity)	Hour	\$	\$	\$
8	Off Road, Track Driven, Remote Control Chipper with Operator (12-inch capacity)	Hour	\$	\$	\$
9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 5, Section 1**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
6	Log Loader with Operator and Ground Person	Hour	\$	\$	\$
7	Chip Truck with Operator (12 to 14-yard minimum capacity)	Hour	\$	\$	\$
8	Off Road, Track Driven, Remote Control Chipper with Operator (12-inch capacity)	Hour	\$	\$	\$
9	Off Road, Track Driven, Remote Control Chipper with Operator (18-inch capacity)	Hour	\$	\$	\$
10	Off Road, Track Driven, Remote Control Chipper with Operator (larger than 18 inch)	Hour	\$	\$	\$
11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
19	4 Laborers	Hour	\$	\$	\$

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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 5, Section 2**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
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11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
18	3 Laborers	Hour	\$	\$	\$
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**SCHEDULE OF ITEMS-ON CALL ARBORIST SERVICES**

**REGION 5, Section 3**

Company Name \_\_\_\_\_

Item No.	Pay Item Description	Pay Unit	Unit Cost	Hourly Mobilization	Overnight Mobilization
1	Bucket Truck with Operator, chipper, and chainsaws (60 foot working height)	Hour	\$	\$	\$
2	Bucket Truck with Operator, chipper, and chainsaws (70 foot working height)	Hour	\$	\$	\$
3	Off Road Aerial Lift with Operator (60 foot working height)	Hour	\$	\$	\$
4	Off Road Aerial Lift with Operator (70 foot working height)	Hour	\$	\$	\$
5	Log Loader with Operator	Hour	\$	\$	\$
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11	Off Road Tractor or Equivalent with Operator to haul logs, debris, etc. (no skidders)	Hour	\$	\$	\$
12	Self-Propelled Stump Grinder with Operator	Hour	\$	\$	\$
13	Crane with Operator (minimum 110 ft. reach)	Hour	\$	\$	\$
14	Two Person Climbing Crew with two climbers, truck, chipper, and chainsaws	Hour	\$	\$	\$
15	Two Person Ground Crew, truck, chipper, and chainsaws	Hour	\$	\$	\$
16	1 Laborer	Hour	\$	\$	\$
17	2 Laborers	Hour	\$	\$	\$
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**Electronic bidding will NOT be available  
for this bid.**

**Bids will NOT be accepted  
by email or fax.**

**SIGNED PAPER BIDS ARE REQUIRED  
and may be  
mailed, sent express or hand delivered.**

For further information, see “BIDDING INSTRUCTIONS”  
which are located near the front of the bid book.

CTM: \_\_\_\_\_  
TEDOCS: \_\_\_\_\_  
CSN: \_\_\_\_\_  
PH: PH20240117ARB

**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, **ON CALL ARBORIST SERVICES** in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington, Maine. The Work includes construction, maintenance during construction, 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 **March 1, 2024** or when executed whichever is later and expires on **February 28, 2025**. The Contractor agrees to complete all Work, except warranty work, on or before **February 28, 2025**.

**C. Price.**

The regions and sections in which bids are received and accepted as bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. 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, March 2020 Edition, Standard Details March 2020 Edition* 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 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 Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for **ON CALL ARBORIST SERVICES**, in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington, 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 Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: The Contractor will complete work as given in assignments.

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 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)

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

**G. Award.**

Your offer is hereby accepted for (see checked boxes):

Region 1	Section 1	<input type="checkbox"/>	Region 4	Section 1	<input type="checkbox"/>
	Section 2	<input type="checkbox"/>		Section 2	<input type="checkbox"/>
Region 2	Section 1	<input type="checkbox"/>		Section 3	<input type="checkbox"/>
	Section 2	<input type="checkbox"/>		Section 4	<input type="checkbox"/>
Region 3	Section 1	<input type="checkbox"/>	Region 5	Section 1	<input type="checkbox"/>
	Section 2	<input type="checkbox"/>		Section 2	<input type="checkbox"/>
				Section 3	<input type="checkbox"/>

The original contract amount is: \$ \_\_\_\_\_  
\_\_\_\_\_.

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Kyle Hall  
Director  
Bureau of Maintenance & Operations

CTM: \_\_\_\_\_  
TEDOCS: \_\_\_\_\_  
CSN: \_\_\_\_\_  
PH: PH20240117ARB

**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, **ON CALL ARBORIST SERVICES** in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington, Maine. The Work includes construction, maintenance during construction, 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 **March 1, 2024** or when executed whichever is later and expires on **February 28, 2025**. The Contractor agrees to complete all Work, except warranty work, on or before **February 28, 2025**.

**C. Price.**

The regions and sections in which bids are received and accepted as bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. 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, March 2020 Edition, Standard Details March 2020 Edition* 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 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 Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for **ON CALL ARBORIST SERVICES**, in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington, 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 Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: The Contractor will complete work as given in assignments.

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 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)

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

G. Award.

Your offer is hereby accepted for (see checked boxes):

Region 1 Section 1 [ ]
Section 2 [ ]
Region 2 Section 1 [ ]
Section 2 [ ]
Region 3 Section 1 [ ]
Section 2 [ ]

Region 4 Section 1 [ ]
Section 2 [ ]
Section 3 [ ]
Section 4 [ ]
Region 5 Section 1 [ ]
Section 2 [ ]
Section 3 [ ]

The original contract amount is: \$ \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_
Date

\_\_\_\_\_
By: Kyle Hall
Director
Bureau of Maintenance & Operations

## 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, **ON CALL ARBORIST SERVICES** in Region 1, Sections 1 and 2 in the counties of York, Cumberland, Oxford, Androscoggin, and Sagadahoc; in Region 2, Sections 1 & 2 in the counties of Androscoggin, Sagadahoc, Kennebec, Lincoln, Knox, Waldo, and Somerset; in Region 3, Section 1 & 2 in the counties of Androscoggin, Kennebec, Oxford, Franklin, Somerset, and Piscataquis; in Region 4, Sections 1, 2, 3 & 4 in the counties of Penobscot, Hancock, and Washington; and in Region 5, Sections 1, 2, & 3 in the counties of Piscataquis, Aroostook, and Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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**D. Contract.**

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**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 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.
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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 Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

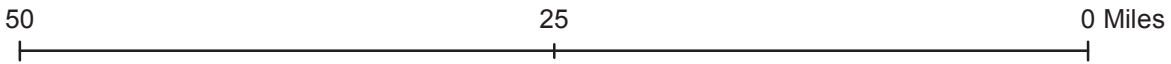
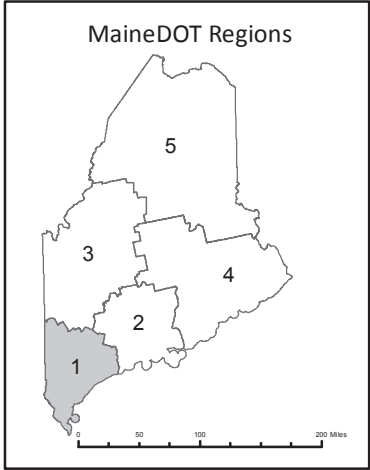
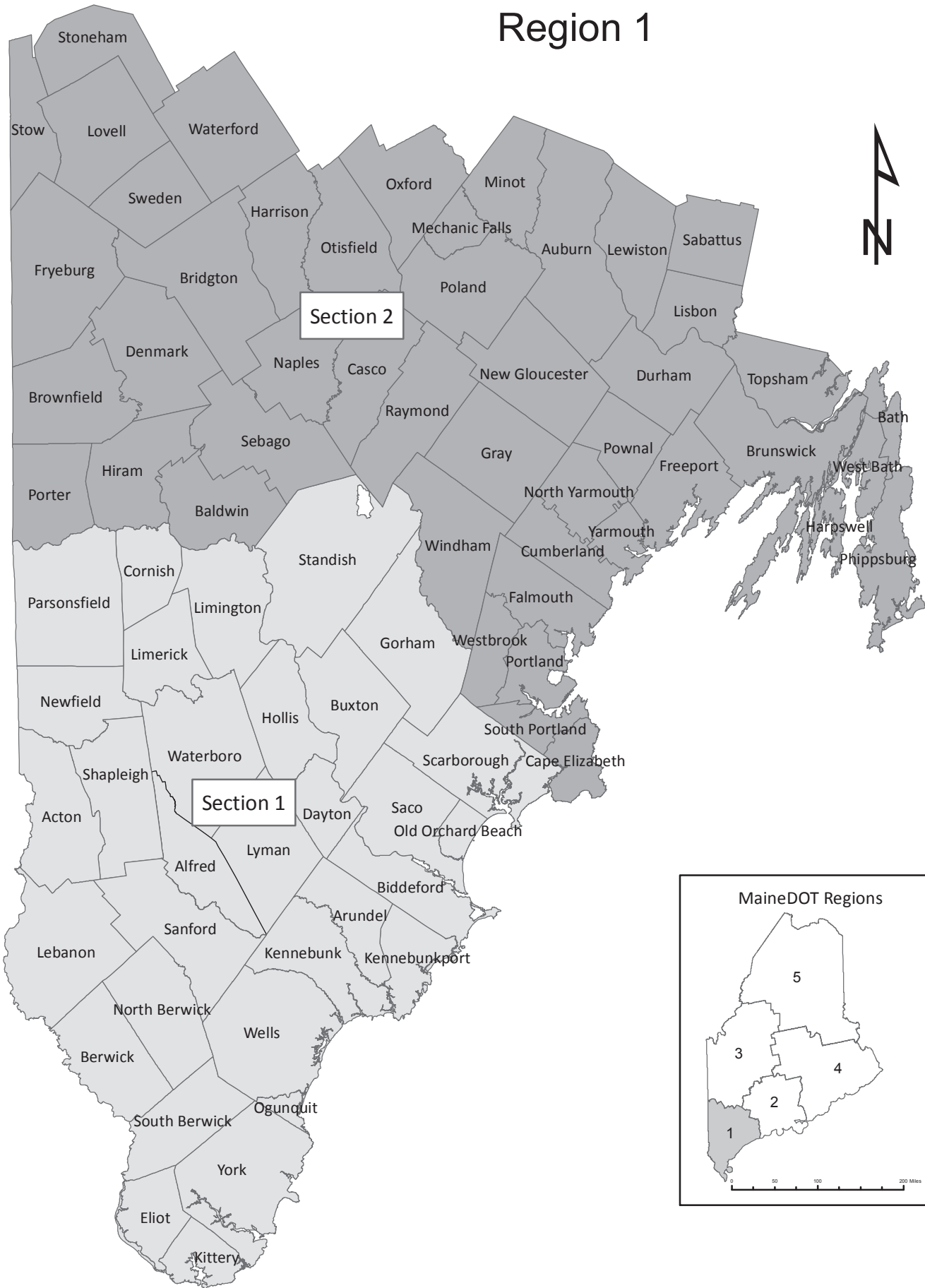
Second: The Contractor will complete work as given in assignments.

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.

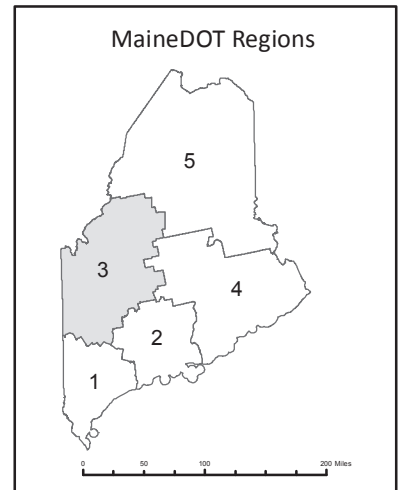


# Region 1





# Region 3



0 12.5 25 50 Miles

# Region 4

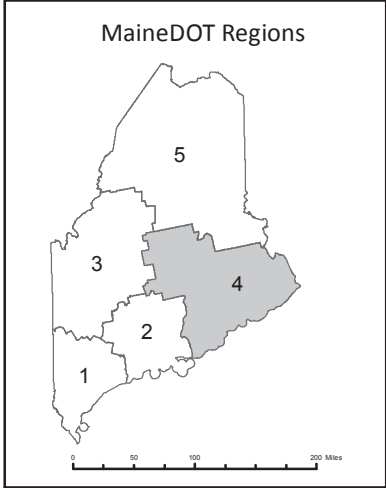
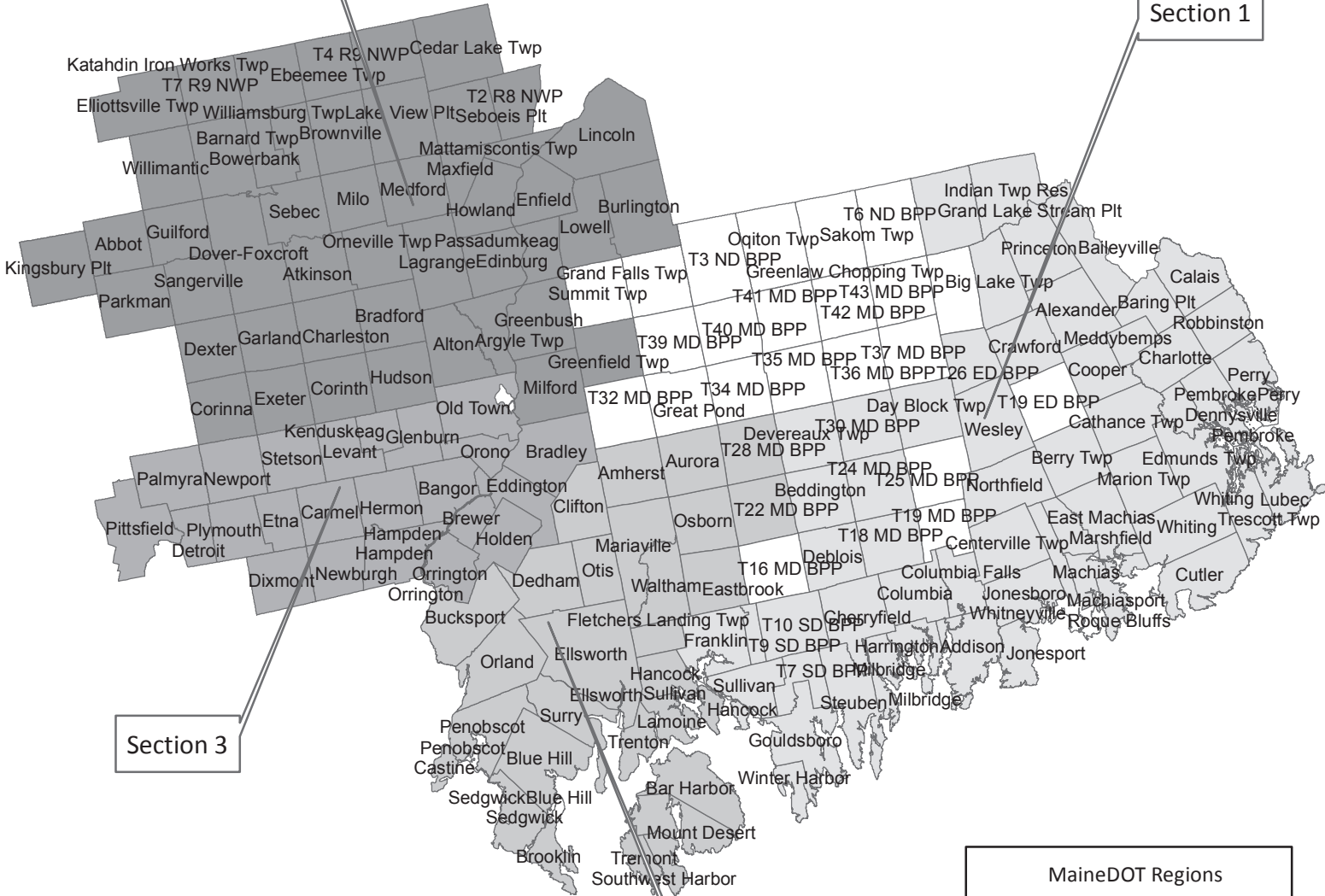


Section 4

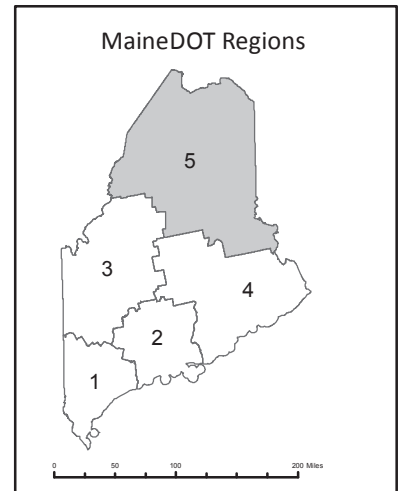
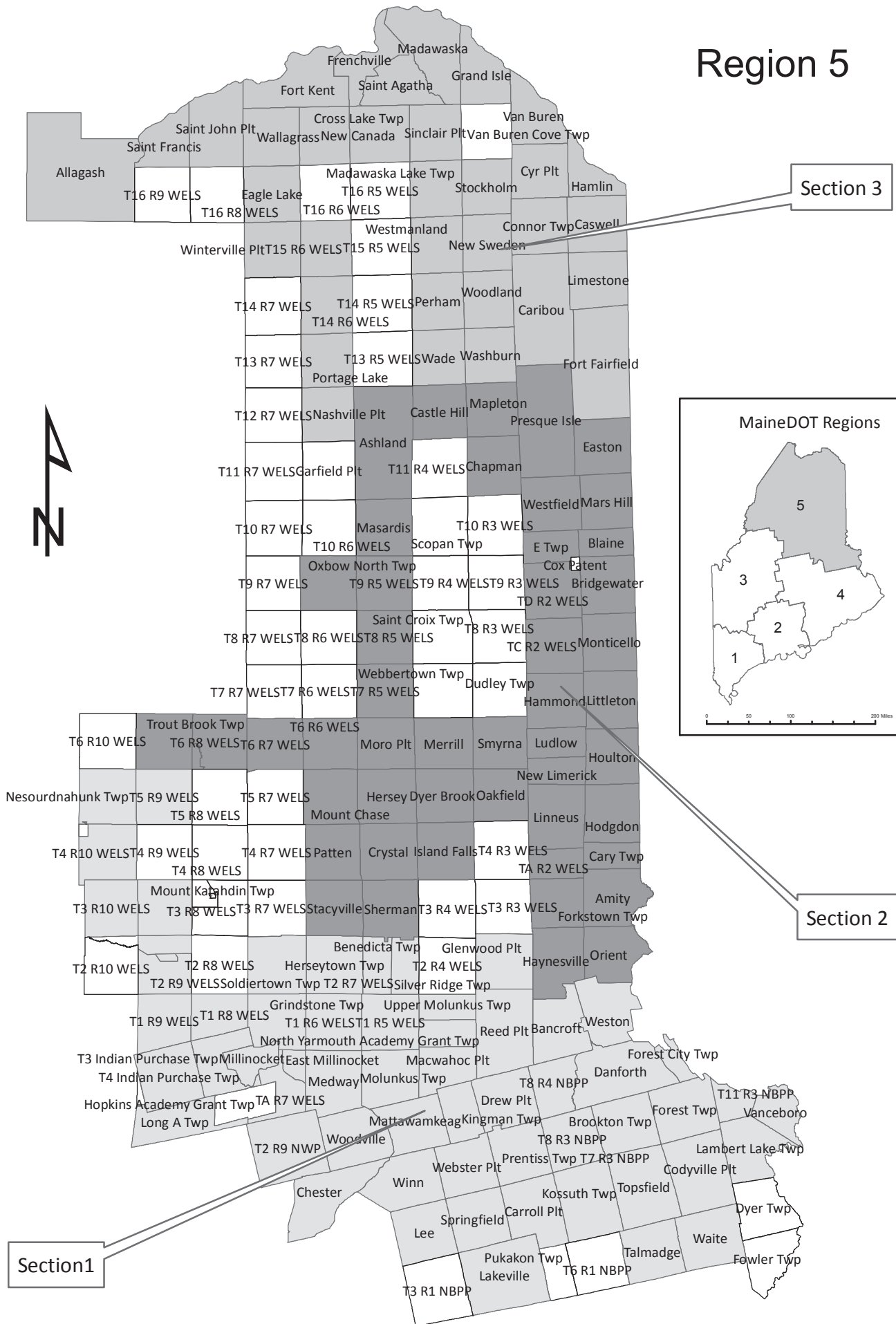
Section 1

Section 3

Section 2



# Region 5



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  
ON CALL ARBORIST WORK

I. Scope of Work

The purpose of the Work is to remove or prune trees 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; and improve the safety clear zone. The Work will include pruning or removal of trees within the roadside right of way. Work may take place at transportation facilities, on state-maintained roads, or the interstate system. The Department and the Contractor will agree to the scope, scheduling, and traffic control coordination. The Contractor chosen shall perform the Work in a timely and efficient manner. Failure to do so may result in termination of the Contract.

The Contract may not include all tree work within the region. Work that may not be performed under this Contract includes but may not be limited to Work that falls under Capitol Work Plan or Program projects, Work performed by Department personnel, or emergency Work in which none of the available On Call Arborist Services Contractors can meet the immediate need of the Department. An emergency is defined as an immediate need to protect the health and safety of the public, employees, or others and to prevent or minimize destruction or damage of infrastructure. In the event the Arborist Services Contractor is unable to meet the immediate need; the Department reserves the right to hire other Contractors to perform such Work.

II. Measurement and Payment

Within the Schedule of Items, each Pay Item has three (3) payment types associated with it, Unit Cost, Hourly Mobilization, and Overnight Mobilization. Contractors are required to provide a Unit Cost for each Pay Item they wish to bid on. Any Unit Cost left blank will not be considered. Any Hourly or Overnight Mobilization rates left blank will be considered zero.

Unit Cost is the cost for the Pay Item when that item is being used at Work. Work begins when the Contractor's crew arrives at the first location and ends when the crew leaves the last location at the end of a workday. The Department will pay for the time a Pay Item is used for Work based on the Unit Prices provided in the Schedule of Items. Once at Work, travel between locations of Work during the day will also be paid at the Unit Cost for the Pay Item in the Schedule of Items.

Regions may require that debris including logs and chips be hauled away from the Work location to a specified location. Contractors will be paid based on the Pay Item Unit Cost in the Contract when debris is hauled to a specified location for Department purposes. When debris is hauled away for disposal at the discretion of the Contractor such Work shall be incidental to the Contract.

Hourly Mobilization is the rate of pay at which the Contractor will be paid for the time spent traveling to and from the Work location each day from the Contractor's established closest base of operation, or the crew's overnight location when staying overnight.

Overnight Mobilization compensates the Contractor for travel and room and board associated with the Pay Item and is paid each day in addition to the Unit Cost when a crew stays in the area of Work overnight. Overnight Mobilization will be paid for each night the crew stays overnight.

Hourly and Overnight Mobilization are only eligible for payment when there is a quote provided for either one associated to the Pay Item. Contractors are **not** required to provide Hourly or Overnight Mobilization rates for any Pay Items that they are providing quotes for.

Refer to Special Provision (Mobilization) for more details regarding Mobilization.

General Notes

1. The Contractor 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. The Contractor has the authority and responsibility to perform all Work in Conformity with the Contract. The Department has the authority and responsibility to assure that the Contractor does so. The Contractor and the Department agree to function within all applicable laws, statutes, regulations and Contract provisions. 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.
3. The Contractor will not be compensated for non-conforming Work, non-approved work, regulatory violations, or fraudulent reporting.
4. The Contractor/s and the Department shall have a pre-construction meeting at the Region Office to review contract requirements, policies, procedures, and regulations.
5. Contractors may use Department maintenance lots to store trucks and equipment while operating in the crew area covered by the camp. Arrangements must be made in advance with the assigned representative for the Region.
6. 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.
7. The Contractor shall coordinate Work, schedule and traffic control, the use of Department maintenance lots and invoicing with the assigned representative for the Region.
8. Chips dispersed in roadside areas shall not impede the flow of water in ditches and chip piles shall not exceed a height of 4 inches.
9. All stumps shall be cut to a height of 4 inches or less measured from ground elevation.

**SPECIAL PROVISION**  
**SECTION 103**  
**AWARD AND CONTRACTING**  
**(Basis of Award)**

Bids (quotes) are requested for all 5 Regions and Region Sections in the state. A Bidder is not required to Bid all sections and may Bid on one or more Region(s) or sections of Region(s). A Bidder is not required to Bid on all Items in the Schedule of Items and may Bid on one or more Items and any combination of Items. All Apparent Successful Bidders may be offered a Contract to perform On Call Arborist Services in those Regions and sections of Regions that they have provided a Bid for if the Apparent Bidder complies with pre-award conditions, pre-execution requirements unless the Department chooses not to award section(s).

In order to be awarded a contract, Contractors shall provide proof of State of Maine arborist licensure prior to Award. Contractors must also provide proof of liability insurance in accordance with State of Maine, Department of Transportation Standard Specifications before Contracts will be signed by the Department. Contractors may be required to demonstrate successful completion of projects of similar size and scope to be considered for Award of this Contract.

The Department and each responsive Bidder may enter into a Contract that will obligate each 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. When Work is required, the Department representative will determine which Pay Items are needed to perform the Work. The Department representative will determine the Apparent Low Bidder based on the Pay Items in the bid including Daily and Hourly travel for each Pay Item.

The Department will determine which Line Items are required for a particular assignment and will include the cost for Hourly and Daily Mobilization to determine the Contractor with the lowest overall cost. The Contractor with the lowest Bid for the particular Work (the "Assignment") will have first option to perform Work pursuant to an Assignment Letter. The Department will provide necessary traffic control. The Contractor and the Department representative will agree to a schedule allowing the Department to provide traffic control prior to issuing an Assignment. If this Contractor is unable to accept the Work, then the Department will contact the firm that submitted the next lowest Bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their Bids, until a Contractor accepts the Assignment. Upon mutual agreement, an Assignment Letter will then be sent to the successful Contractor. The Work described in this letter will become part of the Contract.

The accepted quantities will be paid for in accordance with Special Provisions. The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount. The Regions in which bids are received and accepted and the following estimates will be used to determine the original contract amount. The following

estimates represent an average yearly expenditure of the previous 5 years contracted expenditures.

Region 1	\$91,927.28
Region 2	\$620,867.15
Region 3	\$70,621.83
Region 4	\$53,737.15
Region 5	\$105,479.79

SPECIAL PROVISION  
SECTION 107  
TIME  
(Contract Time)

Work will be assigned under these contracts beginning on March 1, 2024 or after contract execution whichever is latest and continuing until February 28, 2025.

The specified Contract Completion Date is February 28, 2025.

Work can be performed any days except Sundays and Holidays and state government closure days, unless expressly specified otherwise in this Contract. The Contractor shall not be allowed to work on Saturdays without prior approval from the Department. Requests to work Saturday shall be made before noon on Thursday. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. The Department may modify the Contract if work will not be allowed on a specified days due to special events affecting traffic and the Contract time will be extended by the same number of Calendar Days.

The Contractor will be allowed to commence work 15 minutes after sunrise and shall be completely off the road 15 minutes before sunset. Sunrise and sunset will be determined according to the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine/>. If the project town is not listed, the closest town on the list will be used as agreed.

Night work will not be allowed for this work.

All logs and brush shall be removed by the Contractor prior to the end of the day for the duration of the work. In the event the brush and logs are not cleared to the satisfaction of the Department, the Contractor shall not be allowed to commence work on any more cutting and no payments will be made until all cleared areas are clean of logs and debris to the satisfaction of the Department.

SPECIAL PROVISION SECTION 108  
(Invoices and Payment)

**INVOICES AND PAYMENT**

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall be on a Contractor's letterhead and shall include the following information:

Contractor name, address & Contract Number  
Invoice Date & Number  
Dates of Service  
Description and Location of Service  
Quantities at the Prices contained in the Contractor's Bid  
Extra Work agreed to by written Contract Modification  
Total amount due

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. 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.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. 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 require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,

- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. Repetitive Breakdowns
- J. Equipment rejected due to condition
- K. All other causes that the Department reasonably determines negatively affect the State's interest

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.

**SPECIAL PROVISION  
(MOBILIZATION)**

**NOTE: The Contractor and the Department (Region Engineer or their designee) shall agree upon the type of Mobilization prior to the commencement of any work.**

Hourly Mobilization

The Contractor shall be paid for mobilization by the hour (Hourly Mobilization) for time they travel to or from the Work site to provide On Call Arborist Work to the Department. This time will be measured to and from the work site and the company's closest base of operations and/or the crew's overnight location and will be based on the time it takes to travel the shortest distance to the first location of Work each day and the time it takes to return along the shortest distance from the last location of Work each day. The total number of hours will be rounded off to the nearest ¼ hour.

As a condition of Award, Contractors shall provide the Department with a list of business and/or crew locations that their crews report to for business. These locations will be used to calculate the shortest distance to project locations when performing Work for the Department.

Overnight Mobilization

The Contractor shall be paid for one calendar day of Overnight Mobilization each time they provide On Call Arborist Work to the Department where the work requires more than one day to complete **and** requires the crew to spend the night following that workday away from home. This item includes all expenses related to overnight stays. Travel time to and from the crew's overnight location and the work site will be paid as described above for Hourly Mobilization.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Hourly Mobilization	Hour
Overnight Mobilization	Calendar Day

SPECIAL PROVISIONS  
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS  
DIVISION 100

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 Holidays Amend this paragraph by adding “Juneteenth” between ‘Memorial Day’ and ‘Independence Day’.

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 Work location, 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 Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.2 Curable Bid Defects Revise the section by replacing it with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid

Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder's Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department."

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

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.”

SPECIAL PROVISION SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work. .

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

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 Contactor 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.”

105.10.2 Requirements Applicable to All Contracts Under section A, number 2, in the first sentence of the first paragraph, revise this Section by replacing the word “handicap” in two places with the word “disability” so it now reads:

“2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, State that all qualified applicants will receive consideration for employment without regard to race, color, sexual orientation, religious creed, sex, national origin, ancestry, age, physical disability, or mental disability.”

SPECIAL PROVISION SECTION 107  
TIME

107.3.1 General Delete the entire section and replace with the following:

“Work can be performed at any time except Sundays and Holidays, unless expressly specified otherwise in this Contract, including any applicable Permit conditions. 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.”

Delete the entire section 107.4 (or the entire section 107) and replace with the following:

“107.4.1 General Duty of Contractor The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.”

107.3.1 General Amend this paragraph by adding “Juneteenth” between ‘Patriot’s Day’ and ‘the Friday after Thanksgiving’.

SPECIAL PROVISION SECTION 112  
DEFAULT AND TERMINATION

Default and Termination of Assignment The Contractor is in Default of the Assignment if the Contractor:

- A. Fails to adhere to obligations of the Assignment and/or the Contract
- B. Fails to answer or reply to the Department within ½ (one-half) hour of notification of emergency work.
- C. Fails to commence work or be onsite within 4 (four) hours of accepting notification of emergency work.
- D. Fails to respond within 1 (one) business day of an assignment offer for non-emergency scheduled work.
- E. Fails to commence an assignment for scheduled work within 5 (five) business days of the request, unless an alternative schedule is agreed upon in writing by the Department representative and the Contractor.
- F. Fails to provide sufficient labor, Equipment, or Materials to assure the timely Completion of the Assignment.
- G. After work on assignment has commenced, fails to continuously work on assignment without Department approval.
- H. Performs Defective Work neglects or refuses to repair or correct Unacceptable Work when directed by the Department.
- I. Continues to perform Work after the Department directs that Work be stopped.
- J. Fails to perform Work when specified in the Contract.
- K. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- L. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.
- M. Discontinues the prosecution of the Work without Departmental approval,
- N. Fails to resume Work which has been suspended as required by the Contract

If Default of an Assignment occurs, the Department may give written Notice of Default and Termination of Assignment 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 award the Assignment to another Contractor for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Assignment in an acceptable and timely manner.

Upon receiving a Default and Termination of Assignment, the Department may, in addition, consider this notification as a Default and Termination of Contract incident.

If Default of an Assignment occurs, and the Department does not give Notice of Default and Termination of Assignment, the Department may issue a written warning and the Contractor shall complete the Assignment. Upon receiving a written warning, the Department may, in addition consider this warning as a Default and Termination of Contract incident.

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

- A. Is in Default of an Assignment and the Department considers the default a Default and Termination of Contract incident.
- B. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way.
- C. Discontinues the Work without the Department approval.
- D. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 (two) days upon receipt of verbal warning, for an emergency Assignment within 3 (three) hours after notification the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract (C) for if an emergency will count as 1<sup>st</sup> incident and no time to cure.

Default of Contract will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action for a non-emergency Assignment within 2 (two) days upon receipt of verbal warning, or for an emergency Assignment within 2 (two) hours after notification, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default of the Contract occurs, the Department may give written Notice of Default and Termination 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 enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted

items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.