

ADDENDUM 2

Changes to Specifications:

Page 2, Sec, 'Qualifications of Bidders'

All bidders are directed to **strike-out Requirement B,**

"He/She shall maintain a permanent Massachusetts registered/licensed place of business within 30 miles of the Spencer Town boundaries, which shall have been in place for at least 3 years prior to the advertisement of this contract."

Effect of change: Bidders can have a place of business more than 30 miles from the Town.

Remove Page 4, starting with "Bid Bond" and replace with the attached revised page 4.

Summary of Changes:

Replace, "Bid Bond NOT Required" with the following language.

Bids shall be in accordance with Massachusetts General Laws Chapter 30, Section 39M. A bid deposit in the form of a bid bond, or cash, or a certified check, or a treasurer's shall accompany each bid or cashier's check issued by a responsible bank or trust company payable to the TOWN OF SPENCER. Such bid deposit shall be not less than five (5%) percent of the value of the proposed work, as estimated by the awarding authority.

Added:

PAYMENT BOND: Bids shall be in accordance with Chapter 149, Section 29. The successful low Bidder upon award of the contract shall submit a Payment Bond for not less than (50%) one-half of the total contract price. In the event that the lowest responsible and responsive bidder is unable to perform, the second lowest responsive and responsible bidder would be called upon to continue contract. Bid prices are expected to be held or bidder would hold.

Insert after page 11, before page 12 titled, "Certificate of Noncollusion", the enclosed Bid Bond Form and the enclosed Payment Bond Form.

Remove the Existing Page 5 and replace with the attached page 5.

Summary of Changes:

Moved areas from page 4 to page 5 to allow for inserted language related to Bid Bond and Payment Bond.

Requires the Contractor participate in a pre-construction conference to be scheduled by the Town, after the execution of the contract.

Bid Bond

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Bid Discrepancies

In the event the numerical value on the bid form differs from the written bid value, the written bid value shall prevail. Mathematical errors in totaling the Bid Form shall not be grounds for rejection of bid, the bid total shall be the actual total of all bid items and/or awarded alternate items.

Specifications for Traffic Management

For all work or equipment requiring the occupancy of any portion of the roadway or the roadway shoulder (within four feet of the nearest marked travel lane) the contractor shall be required to implement all required and recommended traffic safety and management devices or requirements including, but not limited to, the Manual on Uniform Traffic Control Devices (MUTCD), the MassDOT construction work zone guidelines and recommended practices. Contractor shall include advance warning signs on both approaches (up to 2 advance warning signs where required by the Town), tapered safety cones on both approaches and provide at least one designated flagger to direct traffic and protect workers. The contractor shall furnish, install, relocate, remove, store, etc. all required traffic safety control devices including, but not limited to advance warning signs, cones, support personnel, etc. as may be required by this specification, the above noted standards or required by the Town of Spencer. Roads shall not be closed without preapproval from Town.

Police Details

The Town will pay for all police details required while the contractor is performing work required under this contract. Police Details are required anytime the winning bidder occupies the streets or sidewalks in the Town of Spencer. The Contractor shall request and schedule police details with the Town of Spencer Police Department. The contractor shall be responsible to reschedule and/or cancel detail officers due to weather or scheduling conflicts in advance so to avoid minimum charges. Contractor shall pay any minimum charges for police details at times where work has been postponed, cancelled or otherwise not performed and the police details were not cancelled in time by the contractor (24 hour minimum cancellation notice to the Spencer Police Department required).

Additional Requirements

All materials shall be approved by the Utilities & Facilities Superintendent, under Massachusetts Highway Specifications as noted above. Minimum wages to be paid shall be in accordance with schedule of wages submitted by the Department of Labor and Industry. The Contractor shall carry

insurance covering Workman's Compensation and Contractors Liability, and furnish evidence of same when contract is awarded. The Utilities & Facilities Superintendent reserves the right to increase or decrease the quantities, as deemed necessary and also to reject any or all bids received. All damaged and altered areas disturbed by the Contractor's operations shall be restored to pre-existing conditions at no additional cost to the Town.

List of scheduled and available equipment

The contractor shall furnish all equipment, machinery, tools and labor necessary for the completion of this contract. The contractor shall include with his/her bid submittal a complete list of equipment that they plan to dedicate to this project, which shall represent the minimum level of equipment mobilized to and maintained in Spencer throughout the duration of this project.

Experience

Bidders must submit documentation proving that the operator has a minimum of five years full-time experience operating equipment noted above in tree removal and pruning operations, along public roads and near energized wires.

References

Bidders must furnish a minimum of three references for similar work performed by contractor. Previous experience performing work in a satisfactory manner for the Town of Spencer or other known references will be strongly considered in the selection process.

Application for Payment

The Contractor shall submit payment requests in duplicate on a monthly basis using the approved form. Only requests for payment submitted on the approved form shall be accepted.

Pavement Preservation

The Contractor shall protect all new pavement from damage caused by the execution of this work including but not limited to their equipment, falling trees and falling branches. The Town has identified East Charlton Road as the only road with new pavement, on the tree list provided.

Full Work Day

A full work days shall be considered eight hours of work performed, the Town does not include any travel time or unpaid breaks, such as lunch, in the hours of work performed.

Pre-Construction Conference

A pre-construction conference shall be held at the Town of Spencer Water Department conference room located at, 3 Old Meadow Road, Spencer MA 01562. The Contractor shall be prepared to provide his proposed schedule, assigned personal and OSHA Training Certificates. No construction activity shall occur prior to this meeting at which point a date to start construction will be made, that date shall be no sooner than 3 days following the pre-construction conference.

BID BOND (REQUIRED)

The undersigned, as bidder, declares that all persons or parties interested in this Proposal as principals are named herein; that this Proposal is made without collusion with any person, firm or corporation; that no official, employee or agent of the Town has a direct or indirect pecuniary interest in this bid; that he has carefully examined the location of the proposed work, read the contract documents, and that he proposes and agrees to contract with the Town of Spencer, in the form of a contract to be deposited with the Town, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all materials and labor, specified in the contract, in the manner and time therein prescribed, and according to the requirements of the U&F Superintendent, as therein set forth, and that he will take in full payment therefore, the amounts resulting from the prices for items of the work as specified.

The Town does not expressly or by implication agree that the actual quantities of work to be done will correspond thereto, and the Town reserves the right to increase or diminish the quantity of work, or to omit items of work, as required to keep the work within the limits of available funds.

Total Contract:

_____ (\$ _____)
(written) (Numerals)

5% of Contract Amount:

_____ (\$ _____)
(written) (Numerals)

Signature of Bidder

The above price is to include and cover the furnishing of all the materials (except as herein otherwise specified), the performing of all the labor requisite or proper, and the providing of all necessary machinery, tools, apparatus and other means of operation; and the doing of all the above mentioned work in the manner set forth, described and shown in the specifications, and in the form of the contract.

Quantity amounts provided herein are for developing, comparing and evaluating bid prices only. It is specifically understood that the Town does not agree to purchase any specific quantity, and purchases will be made for actual requirements of the Town, only. The Town may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.

This proposal is accompanied by a bid deposit as defined herein and the bidder agrees that if the proposal is accepted by the Town of Spencer, and if the undersigned as bidder shall fail to execute a contract at the bid security forfeited to the Town of Spencer as liquidated damages; otherwise the bid security will be returned to the bidder.

PAYMENT BOND (REQUIRED)

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(written) (Numerals)

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