



JOHN ELIAS BALDACCI
GOVERNOR

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

February 26, 2010

Subject: **Mowing, Regions 4 & 5**
State Pin No's: 017762.00, 017763.00,
017764.00 & 017765.00

DAVID A. COLE
COMMISSIONER

Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (page 32), "MAINEDOT SPECIAL PROVISION, SPECIFICATIONS FOR WORK" in the 4th paragraph, line 2, after the sentence that ends "...for each mowing cycle." **INSERT** the following sentence; "**The Notice to Proceed will include a statement regarding what is to be mowed and on which end of the Mowing Area mowing will begin.**" Make this change in pen and ink.

In the Bid Book (page 33) "MAINEDOT SPECIAL PROVISION, SPECIFICATIONS FOR WORK", paragraph 4 (begins; Areas to be mowed ...)", **ADD** the following sentence **BEFORE** the last sentence in the paragraph; "**In the event more acres are mowed during a Mowing Cycle than what is specified in the Notice to Proceed the Department will only pay for what is specified.**" Make this change in pen and ink.

In the Bid Book (page 34), "MAINEDOT SPECIAL PROVISION, SPECIFICATIONS FOR WORK", in the first paragraph, which begins on the previous page, in line 6 **CHANGE** the sentence that begins "No travelling..." to read as follows; "**No traveling on the shoulder of the highway is allowed except when mowing around delineators, signs or other obstacles located directly adjacent to the pavement, when traveling to get to the work area, at overpasses, culvert locations, bridges, and guardrail locations where the slope is too steep to navigate.**" Make this change in pen and ink.

In the Bid Book (page 35), "MAINEDOT SPECIAL PROVISION, SPECIFICATIONS FOR WORK", Section II. Invoice and Payments, 1st paragraph, line 7, **DELETE** the word "Estimated" and **REPLACE** with "**Number of**". Make this change in pen and ink.

In the Bid Book (page 35), "MAINEDOT SPECIAL PROVISION, SPECIFICATIONS FOR WORK", Section II. Invoice and Payments, **CHANGE** Part B. "Repetitive Breakdowns" to read "**Disputed Quantities**" Make this change in pen and ink.

In the Bid Book (page 35), "MAINEDOT SPECIAL PROVISION, SPECIFICATIONS FOR WORK", Section II. Invoice and Payments, **DELETE** in its entirety, Part C. "**Equipment rejected due to condition.**" Make this change in pen and ink.

In the Bid Book, after page 36, **ADD** the attached sample page titled, "MaineDOT, NOTICE TO PROCEED", 1 page undated.



PRINTED ON RECYCLED PAPER

In the Bid Book (page 37) “MAINEDOT SPECIAL PROVISION, SPECIFICATIONS FOR MOWING AND EQUIPMENT”, C. Interstate Litter Removal, third sentence **CHANGE** “over 6” square” to read “**over 4 inches in length in any dimension**” Make this change in pen and ink.

The following questions have been received:

QUESTION 1: Special Provision Section II, “Inslopes shall be cut twice a season”. Is it true or false that the department has a right of reduce the number of cuttings based on other provision?

RESPONSE: Review Standard Specifications, Section 109 - Changes (page 40). Review the modifications to Section 109 – Changes in the Supplemental Specifications (Corrections, Additions, and Revisions to the Standard Specifications – Revision of December 2002), (page 51). The total number of acres to be mowed may be increased or decreased by up to 25% by the Department without change in compensation. Changes more than 25% allow for changes in Unit Price in accordance with Section 109. The Department and Contractor may also choose to enter into a mutually agreed upon Contract Modification.

QUESTION 2: Is it true that the department can cut the contract entirely even after a contractor has purchased equipment to complete the work? Is this true or false?

RESPONSE: Review Section 109.2

QUESTION 3: “Backslopes shall start where the inslope ends and continue until the woods line, seeding delineators ...” For mile 200 – 258, where the recent tree clearing project happened, the tree line is back about 30 – 40 feet further than what has been mowed in the past. Does the Department intend to include these recently cleared areas in the acreage? If not, will, under any circumstances, the Department force the Contractor to mow any recently cleared areas. Does the Department have any contractual or legal right to force the Contractor to mow any of these areas?

RESPONSE: The areas cleared by the recent tree clearing project between mile 200 and 258 are not included in the official map areas to be mowed because the Department does not consider those areas to be mowable with the same type of equipment. If, in the future, the Department identifies any specific locations within these areas that could be mowed, these would be discussed with the contractor as possible Extra Work and additional payment for those areas would be necessary and addressed in an Extra Work Order.

QUESTION 4: “Mowing cycle duration” states the different time allowances for mowing each of the items; Inslopes (swath mowing), full inslope mowing, and Backslope mowing ... Can the Department require the Contractor to start different cycles at the same time, or must all cycles be successive i.e. finish 1 cycle then begin the next cycle?

RESPONSE: All Mowing Areas are independent of one another. The Department will provide a written Notice to Proceed for each mowing cycle in each of the 4 Mowing Areas. The Contractor will then have the specified number of Working Days to complete the cycle. The mowing cycle shall be completed within the specified number of Working Days. It is the intent of the Department that the mowing cycle be completed and in accordance with instructions detailed in the Notice to Proceed before issuance of another Notice to Proceed for successive mowing cycles in each of the 4 Mowing Areas. In the event that a Contractor is awarded more than 1 Mowing Area, it is likely that mowing cycles for each Mowing Area may run simultaneously.

QUESTION 5: Special Provision Section II, equipment section states: “Mowing Tractors shall be equipped with ... mid mount configuration.” Is the Departments definition of “mid mount” a mower that is located between the front axle and rear axle, under the tractor, or a “rear mounted” mower that runs directly off a tractor’s PTO and is mounted by a 3 point hitch?

RESPONSE: Mid mount configuration refers to the position of the mowing deck relative to a mid line which runs from the front to the rear of the tractor. In a mid mount configuration, the mowing deck will be centered on this mid line. It may be mounted in the front, between the axles, or in the rear of the tractor.

QUESTION 6: “The Contractor shall have 45 working days to complete the mowing cycle for inslopes and shall have 45 working days to complete the mowing cycle for Backslopes.” Will the Department allow both the inslopes and Backslopes in this area to be mowed simultaneously? Will the Department prohibit mowing of these areas at the same time? Can the Department prohibit the mowing of these areas at the same time?

RESPONSE: Each mowing cycle will be defined within the Notice to Proceed.

QUESTION 7: Does a day with any rain qualify as an excusable delay, and therefore allow for more time?

RESPONSE: Review the Definition of Working Day on page 39.

QUESTION 8: Section 109, “changes”, 109.1.2; “the Department may increase or decrease the unit price of such item using the extra work process”. Does this allow the Department to decrease or increase quantity by any amount and then decrease the amount due to the Contractor by means of “extra work” or “force amount”? Does the Contractor stipulate the price reductions and/or increases, or does the Department have the right to decide the rate of pay for any item?

RESPONSE: Review the answer to Question 1. The Department will not evoke the Force Account process with this Contract.

QUESTION 9: Does the Department have the right to completely eliminate any or all mowing in any or all regions, even after award of contract, after procurement of equipment, after hiring of employees, and after beginning the work? Does the Department have the right to end a contract without needing the consent of the Contractor?

RESPONSE: Review answers to Questions 1 and 2.

QUESTION 10: Special Provision, Section 109.3 – Extra Work – the Department can add extra work. If so, what are the geographical limitations of this work related to the project? Can the Department add extra work in Kennebunk for instance, and force the Contractor to complete this work?

RESPONSE: If Extra Work is assigned, it will be within the limits defined in the Contract for each of the mowing areas. If Extra Work is requested beyond the limits defined in the Contract for each of the mowing areas the Department will use the Contract Modification process.

QUESTION 11: If the Department decides it needs extra work completed, can the Department force the Contractor to perform the extra work?

RESPONSE: Review answer to Question 1.

QUESTION 12: Can the Contractor refuse, without harm or damages, any extra work proposed by the Department?

RESPONSE: Review Section A. The Work: of the Contract Agreement, Offer, and Award. By signing the agreement and entering into the Contract “The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract...”

QUESTION 13: With regards to bonding limits, is each area its own performance bond, or if a Contractor is awarded more than one area, will the total amount of all areas be the amount required for bonding? If a Contractor’s areas, added together, total more than the \$100,000 limit, but the total amount of each area is below \$100,000, will a bond be required?

RESPONSE: A Bond will be required if the amount of the award is \$100,000 or more. To be clear, this Bid contains 4 separate Mowing Areas. Each Mowing Area may be awarded to a different Contractor based on the Apparent Low Bid prices. Or, any combination of Mowing Areas may be awarded to an individual Contractor based on the Apparent Low Bid prices. If the total amount of the award is \$100,000 or more the Contractor will be required to secure a Bond in accordance with the terms of the Contract.

QUESTION 14: After mowing a section, how long of a period will the Department have to dispute the appearance, quality, or workmanship of a mowed area? After that period has elapsed, can the Department force the Contractor to fix, or re-mow that area?

RESPONSE: Upon completion of mowing, and prior to payment, the Department will review the work performed for acceptance. If any areas are found to be unacceptable, the contractor will be informed of the deficiency and payment for those areas will be withheld until corrected.

QUESTION 15: What proof is required by MDOT, to be valid enough to charge or hold money from a Contractor due to damage to slopes, ditches, delineators, signs, pavement, guardrail, etc.? If we mow an area on Monday and on Tuesday there are 6 delineators in the area broken, will the Department have the right to accuse the Contractor of the damage, or will the damage need to be witnessed by a MDOT administrator and reported immediately, and be made aware to the Contractor immediately?

RESPONSE: The Department will make reasonable judgments regarding damage to slopes, ditches, delineators, etc. based on its investigation of the circumstances. Damages which the Department has determined may be the fault of the Contractor will be brought to the attention of the Contractor and the Department may require the Contractor to repair, restore or replace damaged property or may deduct costs from amounts due the Contractor.

QUESTION 16: “Vegetation shall be cut when it reaches or exceeds an average height of 10 inches”. It should be assumed that under that definition, the Department has a right to not order mowing even if the grass exceeds 10 inches or even 5 feet. There is no maximum, so the grass could grow to 3 feet before the Department allows mowing to begin. Is this correct?

RESPONSE: The 10 inch height establishes a minimum height before cutting may commence. The Department intends to mow when this height is reached. The Department will specifically direct when mowing activities begin and on which end of the area mowing shall start, regardless of the actual height. The 10 inch height approximately defines when the Department intends to begin mowing in a specific area.

QUESTION 17: Special Provision states “all mowing immediately adjacent to the pavement must be done traveling in the same direction as traffic.” Please define “adjacent” and provide a reference, feet, inches, yards, miles etc. At what distance from the pavement is it not considered “adjacent”?

RESPONSE: Adjacent refers to mowing the first cut swath next to the pavement, generally within a distance of 7 feet from the pavement edge. There are times when the tractor will be on the pavement cutting the first swath and the tractor will be adjacent to the pavement while cutting the first swath. Equipment which travels on the pavement or adjacent to the pavement will be required to travel in the direction of traffic.

QUESTION 18: To mow within 1 foot of delineators on the road side of the delineator, it will be required to drive on the right shoulder while the mower overhangs the pavement edge to within 1 foot of said delineator. This would require an allowance of shoulder travel while mowing, to cut within 1 foot of the road side of a delineator?

RESPONSE: Review changes to the Bid Document

QUESTION 19: Will there be one person in charge of the daily assignment of the work. Or will it be a free-for-all for any employee of MDOT to harass the Contractors employees, if they see something they do not like?

RESPONSE: There will be a “Primary Contact” from the Department, defined for each mowing area, that will be responsible for review and final acceptance of any work. However, if any Department employee observes any person employed by or through the Contractor performing Work that is illegal or unsafe and jeopardizes the safety of any person, the Contractor will be notified to eliminate such practices immediately and follow-up actions will involve the Primary Contact.

QUESTION 20: Please elaborate the condition of the following:

- A. Repetitive Breakdowns – Describe what is considered “repetitive” by MDOT and does this include maintenance?
- B. Equipment rejected due to condition – go into depth the guidelines for rejecting equipment.
- C. Damage to a third party – If a Contractor's insurance policy pays for damage to a third party, does the Department still have a right to withhold payment?
- D. Describe “probable filing of claims”?
- E. All other causes that the Department reasonably determines negatively affects the States interests. This could be absolutely anything. Please elaborate grounds for this.

RESPONSE:

- A. Review changes to the Bid Document
- B. Review changes to the Bid Document
- C. The Department may withhold payments until damages to a third party have been resolved to the satisfaction of the Department.
- D. A third party may notify the Department of its intent to file a claim.
- E. The Department reserves the right to determine when it is being negatively impacted.

QUESTION 21: Section II of the special provisions states “The Contractor agrees to waive all claims related to the timing and amount of such payments.” Is it correct to assume that MDOT by definition of this statement, has the right to change the amount or timing of payments from MDOT, and the Contractor has no right or grounds to contest?

RESPONSE: The Department will pay invoices as soon as possible after inspection and acceptance of Work provided all Contract conditions are met.

QUESTION 22: In DOT's Standard Spec's manual, is there any info regarding mowing?

RESPONSE: None specifically for mowing, however there are General Conditions that apply.

QUESTION 23: Do the current boundaries (edge of mowing by tree line, rock formations, water hazards, etc.) give the bidding Contractor a good idea as to the extent of the mowing or are there requests to go out further than the boundaries?

RESPONSE: Review answers to Questions 1, 2, 10, and 11.

QUESTION 24: Litter Removal; after the initial clean up of litter (April 5th – June 30th), what happens to any litter that is run over and mulched up by the operator, who cleans it up?

RESPONSE: There is 1 Litter Removal alternate bid for each Mowing Area and if there is a successful low bidder they are only required to remove litter once during the season and in a continuous process from one end of the area to the other within the allotted time given in the Notice to Proceed.

QUESTION 25: What does it mean when you say the Contractor will be compensated for areas deemed too wet? Compensation by being paid the same amount if it's mowed or not?

RESPONSE: If areas are too wet to mow then damage to the turf would occur if tractors attempted to mow there. The acres that are too wet may be included in the acres assigned in the Notice to Proceed. The Contractor will be paid for these areas provided they notify the Department of the decision not to mow and the Department agrees.

QUESTION 26: What if due to weather conditions (like last year) you get behind because it is too wet. How is that resolved; working weekends, after hours, etc.?

RESPONSE: Interstate mowing can be performed in rain conditions. Contractors should be in communication with the Primary Contact if they feel conditions prevent them from mowing. Accommodations may be made using the Contract Modification process.

QUESTION 27: What about Acts Of God, example: Tree blown over and needs to be removed to continue or how is the Contractor compensated to come back to the spot to mow once he has already cleared the area?

RESPONSE: Review Answer to Question 26.

QUESTION 28: What has been the standard mowing specification for the tractors used in the past, i.e. engine size, make and model numbers? Are there any other specification?

RESPONSE: The Department does not specify these types of requirements. To see what is specified please review page 34 of the Bid Book.

QUESTION 29: On a good day, approximately how many acres or miles are being mowed by 2 tractors (one on each side)? Does the equipment have to be registered (plates)?

RESPONSE: The Department does not keep records on the number of hours or acres that Contractor crews mow day to day.

QUESTION 30: Do 2 Tractors typically handle this whole area or do you need 4 or more to get this job done, again, what has been the standard in the past?

RESPONSE: The Department does not specify the number of tractors required. Review Section 103 on page 39 of the Bid Book. The Department reserves the right to determine if the Contractor is qualified to perform the Work prior to Award.

QUESTION 31: How strict is the State on the number of working days (15 days Inslope 16' wide) (30 days Backslopes)? If more days are needed (especially in the beginning) will the State allow?

RESPONSE: The number of Working Days specified in the Notice to Proceed is the time allotted by the Department to accomplish the Work.

QUESTION 32: Please define Inslopes and Backslopes.

RESPONSE: Review Definitions on page 37 of the Bid Book.

QUESTION 33: Acreage on area 1 is 250 on the mowing specs, what is the acreage on the other areas?

RESPONSE: Review the Schedule of Items for each of the 4 Mowing Areas detailed on pages 13, 14, 15, and 16 of the Bid Book.

Consider this change and information prior to submitting your bid on March 10, 2010.

Sincerely,

A handwritten signature in dark ink, appearing to read "Scott Bickford". The signature is written in a cursive style with a large initial "S".

Scott Bickford
Contracts & Specifications Engineer

**MaineDOT
NOTICE TO PROCEED**

Date: _____

To: _____

From: _____

**Subject: Notice to Proceed with mowing for Mowing Area:
_____**

You are hereby directed to begin mowing in Area # _____ in accordance with the terms set forth in the Contract. You will have _____ Working Days to complete this mowing cycle. This mowing cycle shall be for the following:

Full Inslope Mowing

The mowing cycle shall begin at the southern end of Area # _____ and proceed northerly mowing continuously to the northern end.

Additional Instructions:

Signed by Primary Contact
Or Project Manager

Date