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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

March 25, 2013
Subject: **Controlled Access and Interstate Mowing**
State WIN: 018165.00 & 020117.00
Location: **Regions 2**
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (page 9) "NOTICE TO CONTRACTORS" **CHANGE** the bid opening date in the first sentence from "March 27, 2013" to read "**April 3, 2013**". Make this change in pen and ink.

In the Bid Book for Region 2 (pages 13 thru 20) **REMOVE** THE "CONTRACT AGREEMENT, OFFER & AWARD" (2 copies) 8 pages total and **REPLACE** with the attached 2 copies of the "CONTRACT AGREEMENT, OFFER & AWARD" for Region 2, 8 pages total.

In the Bid Book for Region 2 (page 26) "SPECIAL PROVISION SECTION 107" 2nd paragraph, 4th line, second sentence **CHANGE** "February 31" TO "December 31" Make this change in pen and ink.

Questions received regarding other Region interstate mowing Bid Books that may also pertain to interstate mowing in Region 2:

Question: Will the spraying of vascular plants reduce the total acres paid to the Contractor that mows?

Response: Spraying broadleaf weeds may be done in selected locations prior to or after the mowing season. Such activity is not associated with the mowing contracts. The acreage outlined in each region bid book in the Schedule of Items is what is anticipated will be mowed and paid for at Unit Prices.

Question: Is the Contractor able to use low risk prisoners for litter pick-up?

Response: The Department is not aware of any restrictions on the use of low risk inmates; however with respect to employing low risk inmates, contractors are required to follow all applicable state and federal regulations, Department policies, and any requirements set forth in the Contract.

Question: In spec's it says Rotary mowers are allowed but Brush Hog style are "not" can you clarify what is acceptable Rotary style mower.

Response: While rotary mowers are the similar to brush hogs they are not the same. Typically, the blades are fixed rather than pivoting and the blades are sharp for the primary function of cutting grass. The blades are designed to be sharpened and will cut small brush often up to 2 inches at the ground, Rotary mower decks may be fixed to the tractor or attached to a pto.

Question: Is there a place on the state's website to see pricing on past contracts for these services or able to get a hard copy of award results for past highway mowing contracts.

Response: Previous contract bid prices may be viewed under the bid archives on the MaineDOT internet website. The web address is http://www.maine.gov/mdot/archives/
You may go directly to the all bid tabs using the following links:
2006
http://www.state.me.us/mdot/comprehensive-list-projects/2006_bid_tabs/bt14111.00.htm
2010
http://www.state.me.us/mdot/comprehensive-list-projects/PH20100217IM.php
2011
http://www.maine.gov/tools/whatsnew/index.php?topic=DOT_projects&id=262159&v=full-archive

Question: Is it the State's expectation that every sign, guard rail post and every obstacle be trimmed around via hand method or is it expected for the Contractor to cut as close as possible to all obstacles with mowing equipment?

Response: Guardrail and guardrail posts are not included in this requirement. The requirement has been upgraded from previous contracts that only required that such vegetation be cut to within 12 inches. The new requirement outlined on the Special Provision, Specifications for Equipment, Highway Operation, and Mowing, 4th bullet under Requirements of Operation, requires the contractor to remove vegetation to the post, delineator, piers, abutments, etc. The Department is requiring that all vegetation be removed up to these obstructions. Such work is incidental to the contract.

Question: If a Contractor determines there are discrepancies in acreage between the Schedule of items and actual acreage services i.e. mowed or have litter cleaned up, will

there be any adjustments to the total payment to the Contractor, or does that only apply if the error is 25% or greater as stated in Section 109.1.1?

Response: The Schedule of Items in all Bid Books has the acres that the Department will pay for if mowing is accepted, unless the mowing is not completed and then un-mowed acres will be deducted from the payment. Refer to Special Provision – Specification for Work, III. Measurement, Payment, and Invoices for details regarding payment.

Question: Is it possible that MDOT could cancel the areas of mowing or sections of mowing for whatever reason, after a contract has been awarded? If so, will there be compensation back to the contractor who has already purchased or leased equipment and hired labor based on work they thought they were awarded to perform?

Response: There is no guarantee of work; however at this time the Department anticipates mowing what is set forth in the Bid Books. The Department will not compensate vendors for equipment purchased, leased, or labor hired in anticipation of work.

Question: Can equipment be serviced in the crossover areas on Sundays?

Response: Work required or indicated by the Contract is not allowed on Sundays. Equipment service may be performed on Sundays. Any activity performed in a crossover must be in compliance with special provisions, safety, traffic and all other regulations.

Question: Please note that the determination date to extend the contract in Section 107 is stated as February 31. Please revise.

Response: See "Make the following changes to the Bid Document:" above.

Question: Will MDOT camps allow dumpster containers to be temporarily stored onsite?

Response: Regions have allowed this practice in the past. Contractors should work with the Region contact person to make the necessary arrangements.

Question: What is the policy for performing work in construction zones or areas with temporary signage that prohibits contractual work from being performed?

Response: Responsibilities of Contractors performing work in construction zones is covered in the Standard Specifications, Revision of 2002, Section 104-General Rights and Responsibilities, Sec. 104.4.7 Cooperation with Other Contractors . Situations may arise that prevent a mowing contractor from working within the limits of an interstate

construction project. The Department will review these situations case by case and may waive mowing based on its determination.

Question: Why has the allowable vehicle used for trash removal been changed to UTV's only? Having used a UTV in the past the UTV proved to be prohibitive to accomplishing the job in the most secure and productive manor possible. There is no safe way to mount trash barrels onto a UTV that does not further hinder the movement of the machine in and out of the backslopes. Much of the time you cannot keep all four wheels on the ground. For the past three years I have used ATV's for the job, and it is the best tool for the job. ATV's are easy to mount a caution light, cargo box, and trash barrel onto. Additionally the operator can remain seated to pick trash rather than lean out or exit the machine like a UTV. ATV's are lighter, provide much more stability on the slopes and are much more cost efficient. And do not leave tracks like a UTV does.

Response: ATV's are prohibited for the following reasons:
1) It is not the intention to allow litter to be picked only from a terrain vehicle. Not only will operators be tempted to drive to each piece of litter which may result in not all litter being picked, it also presents an unacceptable risk since backslopes in particular can be difficult to navigate with any terrain vehicle. Uneven ground, obstacles such as brush, gopher holes, and so on makes it difficult to operate any terrain vehicle safely on many backslopes.
2) UTV's offer roll bars and seat belts and these are required in the contract for the safety of the operators.
3) The purpose of terrain vehicles is to make the job of transporting personnel and trash throughout the work zone easier and more efficient. If workers are less fatigued throughout the course of the work day safety is less compromised. Contractors need to walk and pick litter when necessary to insure that all litter meeting the definition is picked up. While terrain vehicle may be able to safely negotiate some backslopes, it may be more practical to keep them on the inslopes and walk the backslopes as needed to get the job done properly.

Consider this information prior to submitting your bid on April 3, 2013.

Sincerely,

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

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 _____ 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 for **WIN:18165.00 & WIN:20117.00 – Controlled Access Highway and Interstate Mowing in Region 2** in the counties of Sagadahoc, Kennebec, and Somerset, Maine. The Work includes routine maintenance 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 routine maintenance mowing, quality control including inspection and documentation, 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.

The Contractor agrees to complete all Work on or before **October 31, 2013.** Further, the Department may add to money paid as an Incentive or deduct from money paid as a Disincentive otherwise due the Contractor, not as a penalty, but as Incentive/Disincentive in accordance with Special Provision 108.9.4 of the Contract Book. At the Department's discretion and upon mutual agreement with the Contractor the Contract may be extended for time and money, under all terms of the Contract, at Bid Prices up to three (3) additional one year periods. The determination to extend the Contract will be made by December 31 each year if the Contract is to be extended for the upcoming year.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount, and that the amount of this offer is

Region 2, Area 1- $ _____

_____

Region 2, Area 2 -$ _____

_____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special

Provisions, and Contract Agreement contained herein for **WIN:18165.00 & 20117.00 – Controlled Access Highway and Interstate Mowing in Region 2** in the counties of Sagadahoc, Kennebec, and Somerset, 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 and bonds 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, Revision of December 2002, and as addressed in the contract documents.

Second: To begin the Work as stated in the Special Provisions of the Contract Book and complete the Work within the time limits given in the Special Provisions of this Contract.

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 two duplicate originals of 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)
_____	_____
Witness	(Name and Title Printed)

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

Region 2
Area 1 ☐

Region 2
Area 2 ☐

The contract amount is $_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____ _____

Date

By: Brian Burne
Highway Maintenance Engineer,
Maintenance & Operations

_____

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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Region 2, Area 1- $ _____

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CONTRACTOR

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Date	(Signature of Legally Authorized Representative of the Contractor)
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Area 1 ☐

Region 2
Area 2 ☐

The contract amount is $_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____
Date

_____
By: Brian Burne
Highway Maintenance Engineer,
Maintenance & Operations

_____
Witness