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GOVERNOR

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

March 31, 2014

David Bernhardt
COMMISSIONER

**Subject: Controlled Access Highway and
Interstate Mowing and Litter Removal**
State WIN's: 021172.00, 021173.00,
0021174.00, 021175.00, & 021176.00
Amendment No. 3

Dear Sir/Ms:

The following questions have been received:

Question: Will the Department allow the spraying of grass and weed killer around obstructions instead of mowing or weed wacking?

Response: No.

Question: Has damage from prior mowing been noted and mapped as to not hold this year's contractor liable for repairs of prior damage?

Response: No. Damages are noted during the season of mowing and addressed with the Contractor for repair during that season.

Question: The contract is requiring at least one tractor be equipped with a rear 3 point hitch mounted flail deck off set right capable of being raised off the ground and a right side mounted flail deck capable of being lifted upright, or alternate equipment subject to DOT approval. If the contractor is awarded multiple areas, does a contractor need to provide one for each area awarded, or is it up to the contractor to determine based on scheduling requirements?

Response: Contractors may utilize their equipment however they choose provided a sufficient schedule is maintained.

Question: Equipment vendors we have contacted regarding flail decks mentioned above, have voiced concerns that they are hydraulically driven and may not be suitable for the job. They have also mentioned that the required tractor will need sufficient horsepower to operate the decks which will result in a larger tractor that may not be suitable for backslopes due to weight and safety concerns. Has DOT looked into this?

Response: Historically, equipment provided under previous contracts has not been capable of adequately mowing some ditches or backslopes. The intent of the equipment



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specified is to remedy this. In the same section of the contract it states that, "Contractors may request use of alternate equipment subject to Department approval." Contractors are responsible for choosing equipment that can safely achieve contract requirements.

Question: What is the reason for prohibiting rotary or disk mower decks from the backslopes?

Response: Experience has proven that these mower decks are more difficult to get across ditches, tractors cause more damage in the process of navigating to the backslopes, and backslopes are not getting mowed.

Question: What will the response time be from the DOT to review areas that a contractor feels isn't suitable to be mowed due to site conditions or other reasoning?

Response: Please review SPECIAL PROVISION SPECIFICATIONS FOR WORK, III. Measurement, Payment and Invoices, pages 38 and 39 of the Contract Book. The Department will review work associated with each invoice submitted. Response time will vary based on site conditions, invoice accuracy, amount mowed with each invoice and other circumstances.

Question: Is it possible the DOT awards the bid, but doesn't have the funds to have the work performed? Is there a minimum amount of acres that the DOT will guarantee a contractor if awarded a region?

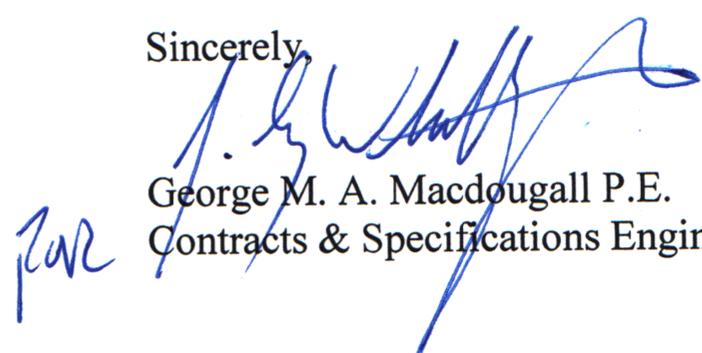
Response: Although it is technically possible for the state to Terminate for Convenience, it is unlikely to occur. In regard to a minimum guarantee of acres, in the event the Contract is terminated for this reason, the Contractor would be entitled to claims in accordance with Section 112 of the Standard Specifications.

Question: Section 103.8, special provision on retainage, doesn't explain when the 5% retainage will be returned back to the contractor. Please advise.

Response: Retainage is held until satisfactory completion of the Work in accordance with the terms of the Contract.

Consider this information prior to submitting your bid on April 2, 2014.

Sincerely,


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