



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

April 9, 2015
Subject: **Roadside Mowing, Non-Interstate**
NO WIN: PH20150311RM
Location: **Regions 1, 2, 3, & 4**
Amendment No. 2

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Contract Book:

REPLACE pages 11 thru 14, "SCHEDULE OF ITEMS" dated February 20, 2015 with the attached revised "SCHEDULE OF ITEMS", 5 pages, dated April 8, 2015.

REPLACE pages 33 thru 35, "APPENDIX A" dated February 20, 2015 with the attached revised "APPENDIX A", 3 pages, dated April 3, 2015.

Consider these changes and information prior to submitting your bid on **April 15, 2015**.

Sincerely,

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



PRINTED ON RECYCLED PAPER

SCHEDULE OF ITEMS
Arterial & Collector Road Mowing in Regions 1, 2, 3 & 4
Maine Department of Transportation

Notice to Bidders: In the event a Bidder would like to meet with a Department representative to assist with paperwork, assembling all required Bid Documents, and putting together the Bid Package, appointments to meet with department staff may be scheduled by contacting Bob Moosmann, Sue Turcotte or Kevin Hanlon at (207) 624-3600 to request an appointment.

The Department will reject bids if any one of the following occurs:

- a) the Bid is not delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment
- b) the Bid is not signed
- c) the unit price/lump sum price for any item within a section bid is not provided or is unreadable then that section is rejected
- d) the Bid contains any handwritten changes to the bid documents such as: additional charges for transportation, supplemental fees or surcharges

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

Bidders may bid one or more sections. For each section bid, Bidders are required to bid all items. Bidders may bid different unit prices for Items in different sections. Unit prices for higher priority roads may be different than prices for lower priority roads in a given section. The basis for award for each section will be computed separately and will be the lowest responsive bid for that section.

SECTION 1: Region One, Area 1

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
1-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	141.25	CLM	\$	\$
1-2	Hourly Rate	50	Hrs.	\$	\$
TOTAL					\$

SECTION 2: Region Two, Area 1

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
2-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	29.18	CLM	\$	\$
2-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	308.12	CLM	\$	\$
2-3	Hourly Rate	60	Hrs.	\$	\$
				TOTAL	\$

SECTION 3: Region Two, Area 2

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
3-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	21.62	CLM	\$	\$
3-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	233.07	CLM	\$	\$
3-3	Hourly Rate	60	Hrs.	\$	\$
				TOTAL	\$

SECTION 4: Region Two, Area 3

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
4-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	40.72	CLM	\$	\$
4-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	395.99	CLM	\$	\$
4-3	Hourly Rate	70	Hrs.	\$	\$
TOTAL					\$

SECTION 5: Region Two, Area 4

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
5-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	74.98	CLM	\$	\$
5-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	357.57	CLM	\$	\$
5-3	Hourly Rate	80	Hrs.	\$	\$
TOTAL					\$

SECTION 6: Region Three

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
6-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	4.43	CLM	\$	\$
6-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	104.52	CLM	\$	\$
6-3	Hourly Rate	48	Hrs.	\$	\$
TOTAL					\$

SECTION 7: Region Four, Area 2

Item	Description	Estimated Quantity	Unit	Unit Cost (Cost per CLM)	Total Cost (Unit Cost times Quantity)
7-1	<u>HIGHER PRIORITY</u> (2) Eight Foot Passes	39.55	CLM	\$	\$
7-2	<u>LOWER PRIORITY</u> (1) Eight Foot Pass	242.68	CLM	\$	\$
7-3	Hourly Rate	60	Hrs.	\$	\$
TOTAL					\$

The accepted quantity of HIGHER PRIORITY (2) Eight Foot Passes will be paid for at the contract unit price by the Center Line Mile (CLM). The Center Line Mile length (also shown as Length in the Tables) represents the length of the road asset from the beginning to the end of the asset. Both sides of the road are mowed therefore total mowed distance is twice the CLM length also known as Shoulder Miles. The quantity paid will be the center line miles for the asset in a Department data base at the time the work accomplishment is submitted and accepted for payment. The tables list the priority, assets and associated CLM. Bidders are required to bid one unit price per CLM for Higher Priority roads in a given section. The contract unit price shall be full compensation for mowing, transporting, equipping, supervising and all overhead and incidentals necessary to complete the work.

The accepted quantity of LOWER PRIORITY (1) Eight Foot Pass will be paid for at the contract unit price by the Center Line Mile (CLM). The Center Line Mile length (also shown as Length in the Tables) represents the length of the road asset from the beginning to the end of the asset. Both sides of the road are mowed therefore total mowed distance is twice the CLM length also known as Shoulder Miles. The quantity paid will be the center line miles for the asset in a Department data base at the time the work accomplishment is submitted and accepted for payment. The tables list the priority, assets and associated CLM. Bidders are required to bid one unit price per CLM for Lower Priority roads in a given section. The contract unit price shall be full compensation for mowing, transporting, equipping, supervising and all overhead and incidentals necessary to complete the work.

The accepted quantity of Hourly Rate will be paid for at the contract unit price by the hour for time spent mowing areas beyond the Work (one or two passes) included in the Higher and Lower Priority Items. Only Hourly Rate Work assigned by the Department will be paid. The number of hours authorized for payment will be measured to the nearest ¼ hour. The accepted quantities of Hourly Rate will be paid for at the contract unit price per hour excluding breaks. The contract unit price shall be full compensation for mowing, transporting, equipping, supervising and all overhead and incidentals necessary to complete the work. Regions may or may not choose to assign Hourly Rate Work. The Quantity of Hours of Extra work is an estimate and Regions may assign more or less hours.

- Refer to Mow Route Tables in Appendix A for details on specific Routes in each Area
- Refer to Special Provisions, pages 2 and 3, of Appendix A for mowing specifications

APPENDIX A

Scope of Work, Measurement and Payment & Special Provisions

Scope of Work:

The Work consists of mowing roadside vegetation on state arterial & collector roads in the State of Maine for the Maine Department of Transportation in the following Regions:

Region 1 (Southern Region), Area 1

Region 2 (Mid Coast Region), Areas 1, 2, 3, and 4

Region 3 (Western Region)

Region 4 (Eastern Region), Area 2

Roadside vegetation may consist of grasses, weeds, and small trees that occur within roadside inslope and backslope areas. Inslope and backslope areas that cannot be safely mowed with tractor mounted mowers are not included. Contractors may choose to Bid on one or more Regions, one or more Areas within each Region, or any combination of Areas in one or more Regions. Contract Awards will be by the Region or Region and Area.

Work may commence on June 1st or when the Contract is signed by the Department, whichever date is later. All mowing shall be completed by September 15th.

Invoices and Payment. The Contractor will be required to use an internet application provided by the Department to report work accomplishment and completion of individual mow route assets. Data reported is stored in a Department database. Assets reported and accepted by the Department are processed electronically for payment. This eliminates the need to provide paper invoices for payment. Training will be provided to each Contractor on an as needed basis to learn how to use the internet reporting system.

The Department will review routes as they are completed and reported in the internet application. The Department will determine if mow routes are mowed properly or not. Mow route assets that are not mowed properly will be rejected by the Region. Contractors will be required to return to complete the Work. If the Mow Route asset is rejected, the Contractor will not be paid to return to complete Work to the satisfaction of the Department. When assets are mowed to the satisfaction of the Department, the asset will be approved for payment and payment will be processed electronically.

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

1. Incomplete or incorrect electronic reports
2. Defective or Non-conforming Work
3. Damage to a third party
4. Claims filed or reasonable evidence indicating probable filing of claims
5. The Contractor's failure to pay Employees, Suppliers and/or Subcontractors
6. Regulatory non-compliance or enforcement
7. All other causes that the Department reasonably determines negatively affect the State's interest

Special Provisions:

The following provisions are required:

1. Inslopes and backslopes that are too steep to safely navigate mowing tractors shall not be mowed.
2. Roadside are listed as HIGHER or LOWER PRIORITY.
3. Higher Priority Roads require (2) eight foot cuts wherever possible, a total distance of 16 feet from edge of pavement.
4. Lower Priority Roads require (1) eight foot cut wherever possible, a total distance of 8 feet from edge of pavement.
5. Contractors may bid a different CLM rate for Higher Priority Roads versus Lower Priority Roads in the same Area.
6. At the discretion of the Department, the Department may request additional mowing beyond the scope of Higher or Lower Priority parameters. This Work shall be considered Extra Work and shall be paid for at the Hourly Rate in the Bid.
7. Contractors shall be responsible for all fuel, grease, routine maintenance including oil, filters, and other parts, servicing, operation, protection such as guards and shields for their equipment, as well as mobilization and all other incidentals necessary for day to day operation.
8. Contractors shall take all necessary precautions to avoid fuel and oil spills and contain and clean up spills if they occur in accordance with all applicable laws and regulations.
9. Mower operators shall be responsible for setting signs at 2 mile intervals in accordance with Department requirements to establish Work Zones.
10. The Contractor shall supply signs that comply with current MUTCD guidelines. Signs shall say WORK AREA AHEAD.
11. Mowing tractors shall have a slow moving vehicle triangle mounted and plainly visible from the rear of the tractor.
12. Mowing tractors shall use flashers at all time when in operation.
13. Mowing tractors must be properly licensed for road operation in the State of Maine.
14. Flail, disk, sickle bar, or rotary mowers may be used. Brush hog mower decks are not acceptable.
15. The Department reserves the right to remove Mow Routes from the list of Routes to be mowed at any time for any reason.
16. Contractors are responsible for determining the order in which mow routes are mowed.
17. In the event that later in the season and after the route has been mowed once to the satisfaction of the Department, the Department may request a Mow Route or portions of a Mow Route be

mowed for a second time. Such Work shall be paid at the CLM price provided in accordance with the Bid and Contract. Such work shall be assigned by Contract Modification and signed by both parties. Performing a second mowing shall not be considered Extra Work.

Contractors shall perform Work only during the following times unless expressly specified otherwise in this contract or approved by the Department.

1. Contractors are allowed to perform routine maintenance, repairs, and mow from sunrise to sunset Monday through Friday. Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp>
2. Mowing operations shall not begin or shall cease if travel conditions make mowing a safety risk to the travelling public. Conditions may include but are not limited to: poor visibility; or storms producing lightning, heavy rain, hail, strong winds, or flooding.
3. Contractors shall not Work at night.
4. Work on Saturdays shall only be allowed with prior approval of the Department.
5. Contractors shall not Work on Sundays; however Contractors may perform routine service and equipment repairs on Sundays provided the equipment and any vehicles are off the road.
6. Contractors shall not Work on the holidays of Independence Day or Labor Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday.
7. Contractors shall not Work during any state government closure days.
8. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.