



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

February 9, 2015
Subject: **forestry clearing**
Location: **Brunswick / Freeport**
Amendment No. 1

Dear Sir/Ms:

For your information and review:

All work for this contract is associated with **Interstate – 295**.

The Bid Opening date of this contract has been changed to **February 18, 2015**.

Make the following changes to the Bid Document:

In the Contract Book:

CHANGE all references of Interstate - "95" to be Interstate - "**295**", make these changes in pen and ink.

CHANGE on page 11 "NOTICE TO CONTRACTORS", the bid opening date in the first paragraph from "February 11, 2015" to read "**February 18, 2015**". Make this change in pen and ink.

REMOVE, page 14 thru 21 "CONTRACT AGREEMENT, OFFER & AWARD", and **REPLACE** with the attached revised "CONTRACT AGREEMENT, OFFER & AWARD", 6 pages dated 2/6/2015.

The following questions have been received:

Question: I notice on the Notice to contractors it states it will be Interstate 95 in the first paragraph, however the description underneath states clearing along I-295. I didn't think the highways were the same, so if you could please verify the description / location of the project, I would greatly appreciate it.



PRINTED ON RECYCLED PAPER

Response: The forestry clearing is along 295, please refer to the aforementioned change to the Bid Document.

Question: Specification states all trees cut during a work period must be cleaned up before end of work period (10PM to 6AM). If trees cut during a work period do not stick out past the existing tree line, can they be left to clean up for the next day? There needs to be some room between the equipment felling the trees and the ones cleaning them up for safety reasons. Given the short working periods this requirement will likely slow progress on the project significantly. Debris close to the edge of the road makes sense but all trees felled does not.

Response: As long as trees are within the felling area and not placed on the existing maintained backslope or inslope, we can allow 1 day for removal. However, every effort must be made to remove trees and debris each night if there is a forecast of snow the following day to prevent snow covering the material. Some material left for more than a day may be a large animal attractant and we want to minimize this potential.

Question: Working times are 10 PM to 6 AM. Is this when the closure will start to get set up and taken down or will have less time than that each work day?

Response: Contractors can plan on moving into the lane closure and be ready to work at 10 PM and must be out of the lane closure no later than 6 AM. The Department will begin setting up the lane closure prior to 10 PM and will break down the lane closure starting at 6 AM.

Question: Will the contractor be allowed to distribute Wood grindings in the clearing limits to cover stumps?

Response: This Contract requires that stumps be left flush to the existing surface and that all debris, including wood grindings, is to be removed from the right of way. Wood grindings, when approved by the Department, may be used as an erosion control measure. A second Contract for removing or grinding stumps below grade and creating smooth surfaces for seeding maybe advertised following completion of this project.

Question: Some wetlands are currently delineated with pink ribbon. However, there are numerous cross pipes, and other small tributaries that are not marked, and fall within the clearing area. Should our operator keep a distance from those when cutting? If so, what distance? If so, will that acreage be deducted from the pay item?

Response: Some more obvious wetlands have been marked with pink ribbon, however the Contractor is responsible for layout and will be approved by the Department. Since the shapes were field verified, wetlands including stream crossing are not included in the shapes provided in the map(s). The Contract is a lump sum bid for approximately 29.55 acres. Acreage will not be deducted from the lump sum portion.

Question: Some areas on the provided maps show the cut area beginning behind the actual existing edge of tree growth. It appears these trees are to remain, as seen on SB04, SB05, SB14. Please advise.

Response: There are shadows in these 3 areas that may appear to be trees. The shapes were field verified and modified in the field as needed to account for shadows.

Question: There are various areas behind guardrail, with very steep inslopes. NB18, and others. Most likely heavy equipment will not be able to traverse these slopes. Will hand cutting, and leaving the trees lay be acceptable in situations where heavy equipment cannot travel?

Response: If areas cannot be accessed by equipment the Contractor is required to safely remove the material, as determined by the contractor in accordance typical industry standards and in accordance with Contract terms.

Question: Who will be responsible for identifying streams, tributaries, cross pipes, wetlands, and their demarcation for avoidance?

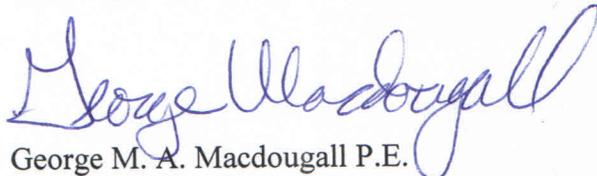
Response: The maps in the contract document include areas delineated to be cut, these areas were field verified and do not include wetlands, streams etc.

Question: In locations with high ledge outcroppings (NB21) cutting all vegetation will be impossible with equipment because the distance from edge of ledge to fence is not enough room. This will need to be done by hand, but the cliff is vertical. Should the contractor include costs for bucket truck in these locations, or will the Dept allow areas like this (where there is no danger of car striking a tree) to be avoided?

Response: If areas cannot be accessed by equipment the Contractor is required to safely remove the material, as determined by the contractor in accordance typical industry standards and in accordance with Contract terms.

Consider these changes and information prior to submitting your bid on **February 18, 2015.**

Sincerely,



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 **FORESTRY CLEARING - INTERSTATE 295 IN THE TOWNS OF BRUNSWICK AND FREEPORT**, in **CUMBERLAND County**. The Work includes routine maintenance, warranty 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 construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work 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 **JUNE 30, 2015**.

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

_____ \$_____.

The sections bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the

use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of November 2014, Standard Details Revision of November 2014 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 Federal Contract Provisions Supplement, and 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 Standard Specifications Revision of November 2014, Standard Details Revision of November 2014 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for **FORESTRY CLEARING - INTERSTATE 295 IN THE TOWNS OF BRUNSWICK AND FREEPORT**, in Cumberland County, 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 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: The Contractor will complete work as given in assignments.

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):

The contract amount is:

\$_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

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