



JOHN ELIAS BALDACCI
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE

04333-0016
October 23, 2009

Subject: **Trenton, Acadia Welcome
Center**

Federal Project No. 16123.50

State Pin No. 016123.50

Amendment No. 3

DAVID A. COLE
COMMISSIONER

Dear Sir/Ms:

NOTE: All questions concerning this project **MUST** be faxed to 624-3431 in accordance with the "Notice To Contractors". This is the only method by which questions may be submitted.

Make the following changes to the Bid Documents:

In the Bid Book (page 1), "NOTICE TO CONTRACTORS" **CHANGE** the bid opening date from October 28, 2009 to read "**November 18, 2009**". Make this change in pen and ink.

In the Bid Book (page 1), "NOTICE TO CONTRACTORS" In first paragraph, **INSERT** the following as the new fourth sentence: "**The successful bidder must also be prequalified in the Highway category or provide the name of the Highway prequalified subcontractor they intend to use on this contract – this information is to be submitted on the prequalified subcontractor utilization form.**" Make this change in pen and ink.

In the Bid Book after page 1, **INSERT** the attached "PREQUALIFIED SUBCONTRACTOR UTILIZATION FORM."

In the Bid Book (page 36), **REMOVE** and discard "SPECIAL PROVISION, SECTION 104, (WAGE RATES)", 1 page dated January 5, 2005.

In the Bid Book (pages 75 AND 76), **REMOVE** "SPECIAL PROVISIONS, SECTION 621, LANDSCAPE, (Plant Species Specification and Quantities List)" and **REPLACE** it with the attached new "SPECIAL PROVISIONS, SECTION 621, LANDSCAPE, (Plant Species Specification and Quantities List)", 2 pages revised 10-22-09.

In the Bid Book after page 243, **INSERT** the attached "Transfer of electronic media" form from Allied Engineering, Inc.

Note: Full and half size plans sheets were FEDEXED/Mailed on 22 October, 2009.



PRINTED ON RECYCLED PAPER

Consider these changes and information prior to submitting your bid on **November 18, 2009**.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is stylized and cursive, with the first name "Scott" and last name "Bickford" clearly visible.

Scott Bickford
Contracts & Specifications Engineer

**PREQUALIFIED SUBCONTRACTOR
UTILIZATION FORM**

In addition to the Building or project specific prequalification requirement for the bidder, a prequalified Highway subcontractor must be utilized. Provide the name of that subcontractor below:

Prequalified Highway Subcontractor: _____

A current list of prequalified contractors can be found at
[http://www.maine.gov/mdot/contractor-consultant-
information/ContractorPrequalStatus.pdf](http://www.maine.gov/mdot/contractor-consultant-information/ContractorPrequalStatus.pdf)

SPECIAL PROVISIONS
SECTION 621
LANDSCAPE
(Plant Species Specification and Quantities List)

The following list of items provides the estimated quantities for use on this project. The scientific name of the plant material is provided along with the common name in parenthesis.

The contractor shall follow MDOT Standard Specifications Rev. December, 2002 for the landscape materials and installation procedures (Sec. 621).

The MDOT Landscape Architect or his designee will be available to inspect plant materials and stake the location of plant materials at the time of planting.

In accordance with Section 104.5.9, a separate Performance Bond will not be required for the Landscape portion of this contract. A Maintenance Bond for a Two-Year Establishment period in the full value of the planting installed on the project shall be included in this project.

ACADIA GATEWAY CENTER PLANT MATERIALS

	Botanical Name			
621.010	Evergreen Trees 8" – 12"	Ea.		450
	Abies balsamea (Balsam Fir)		150	
	Picea glauca (White Spruce)		150	
	Thuja occidentalis (White Cedar)		150	
621.025	Evergreen Trees 3' – 4' Group A			12
	Pinus strobus (White Pine)		12	
621.026	Evergreen Trees 3' – 4' Group B			45
	Abies balsamea (Balsam Fir)		27	
	Picea glauca (White Spruce)		18	
621.038	Evergreen Trees 5' –6' Group B			15
	Picea glauca (White Spruce)		15	
621.043	Evergreen Trees 6' –7' Group A			18
	Thuja occidentalis 'Nigra' ('Nigra' Arborvitae)		18	
621.044	Evergreen Trees 6' – 8' Group B			27
	Abies balsamea (Balsam Fir)		27	
621.126	Small Deciduous Tree 6' – 8' Group A Single Stem			27
	Betula Nigra (River Birch)		27	
621.128	Small Deciduous Tree 6' – 8' Group C Multi-stem Clump Form			3
	Betula Nigra (River Birch)		3	
621.180	Medium Deciduous Tree 6' – 8' Group C Multi-stem Clump Form			6
	Acer rubrum (Red Maple) Clump Form		6	
621.196	Medium Deciduous Tree 6' – 8' Group B Multi-stem Clump Form			12
	Amelanchier canadensis		12	

	(Shadblow)			
621.201	Medium Deciduous Tree 2" – 2 ½" Group A			7
	Betula papyrifera (Paper Birch) Single Stem Single Stem		7	
621.203	Medium Deciduous Tree 2" – 2 ½" Group C			5
	Betula papyrifera (Paper Birch) Clump Form Multi Stemmed		5	
621.267	Large Deciduous Tree 1 ¾" – 2" Group A			11
	Acer rubrum (Red Maple)		8	
	Acer saccharum (Sugar Maple)		3	
621.269	Large Deciduous Tree 1 ¾" – 2" Group C			6
	Quercus rubra (Northern Red Oak)		6	
621.273	Large Deciduous Tree 2" – 2 ½" Group A			13
	Acer rubrum (Red Maple)		13	
621.389	Dwarf Evergreens 15" – 18" Group A			178
	Juniperus wiltoni 'Bar Harbor' (Bar Harbor Juniper)		178	
621.5312	Deciduous Shrub 10" – 12"			180
	Arctostaphylos uva-ursi Bearberry		180	
621.540	Deciduous Shrub 18" – 24" Group A			467
	Ilex verticillata pistillate ♀ Winterberry (female)		130	
	Ilex verticillata staminate ♂ Winterberry (male)		27	
	Myrica pensylvanica (Bayberry)		196	
	Viburnum lentago (Nannyberry)		114	
621.541	Deciduous Shrub 18" – 24" Group B			66
	Rubus odoratus (Flowering Raspberry)		66	
621.546	Deciduous Shrub 2' – 3' Group A			76
	Rosa rugosa (Beach Rose)		76	
621.547	Deciduous Shrub 2' – 3' Group B			137
	Alnus incana ssp.rugosa * (Speckled Alder) *confirm ID		137	
621.553	Deciduous Shrub 3' – 4' Group B			62
	Amelanchier canadensis (Shadblow)		62	
621.710	Woody Perennials Group A 1 gal.			72
	Comptonia peregrina 1 gal. (Sweet Fern)		72	
621.711	Herbaceous Perennials Group B 1 gal.			72
	Osmunda cinnamomea 1 gal. (Cinnamon Fern)		72	
621.80	Establishment Period	1	LS	1

AN AGREEMENT BETWEEN ALLIED ENGINEERING, INC AND CONTRACTOR
FOR TRANSFER OF MICRO-STATION FILES ON ELECTRONIC MEDIA

Engineer of Record: William P. Faucher, P.E., Principal
Allied Engineering, Inc.
160 Veranda Street
Portland, ME 04103

Contractor:

Project No: AEI -

Date:

Project Name:

The ER will provide the following Micro-station files, dated **May 1, 2009** for the convenience of the contractor in preparing shop fabrication drawings:

Drawings were prepared on the following:

Computer Hardware:	<u>Dell based 1.4Ghz PIII or higher</u>
Operating System:	<u>Windows 2000 or higher</u>
Software:	<u>Micro-Station Version 8</u>

TERMS AND CONDITIONS:

1. ER makes no representation as to the compatibility of the Micro-station files with any hardware or software.
2. Since the information set forth on the Micro-station files can be modified unintentionally or otherwise, the ER reserves the right to remove all indicia of its ownership and/or involvement from each electronic display.
3. All information on the Micro-station files is considered instruments of service of the ER and shall not be used for other projects, for additions to this project, or completion of this project by others. Micro-station files shall remain the property of the ER, and in no case shall the transfer of these files be considered a sale.

4. ER makes no representation regarding the accuracy, completeness, or permanence neither of Micro-station files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the Micro-Station files may not have been incorporated. In the event of a conflict between the ER's sealed contract drawings and Micro-Station files, the sealed contract drawings shall govern. It is the Contractor's responsibility to determine if any conflicts exist. The Micro-Station files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. The use of Micro-Station files prepared by the ER shall not in any way obviate the Contractor's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.
6. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the ER, and its sub consultants from all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the Micro-Station files by the Contractor, or by third party recipients of the Micro-Station files from the Contractor.
7. The ER believes that no licensing or copyright fees are due to others on account of the transfer of the Micro-Station files, but to the extent any are, the Contractor will pay the appropriate fees and hold the ER harmless from such claims.
8. Payment of the Service fee is due upon receipt of the Micro-Station files.
9. This agreement shall be governed by the laws of the principal place of business of the ER.

AUTHORIZED ACCEPTANCE

William P. Faucher, P.E. (ER)

Signature

Signature

Print Name and Title

Print Name and Title

Date

Date

M:\PROJECTS\2002\02069 - TAGE INN - MANCHESTER NH\40 CONSTRUCTION\MICRO-STATION FILE REQUEST CONTRACT\SB-100 & SF-100 DXF
FILE REEQUEST CONTRACT.DOC

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AEI.doc