

# REQUEST FOR BID ROTHROCK STATE FOREST TRAIL CONSTRUCTION PHASE 1: MUSSER GAP TRAILS

## Addendum 1 Question and Answer

The following questions were submitted by contractors and include *the response* from the project team. All information contained within is to be incorporated into the RFB. Acknowledgement of this addenda is required in your bid submissions to be considered for award. **Updated bid form and attachment B follow the Q&A below.**

### Questions

1. When will the in-kind DCNR trails be completed?
  - *The DCNR trail components have been completed.*
2. Sounds like the stream crossings will be rock armored, but are there any anticipated bridges or puncheons?
  - *No, bridges and puncheons are not anticipated. However, a puncheon pay item (estimated quantity of 0) has been added to the bid table (see below)*
3. Will there be any trail decommissioning associated with the project?
  - *No decommissioning is anticipated.*
4. Does the project need to be completed in 2024 or can it be partially constructed in 2025 as well? We're mostly booked for the year so it might be difficult for us to complete in 2024.
5. What is the possibility of extending the grant / trail work into 2025? We are pushing everyone to do everything possible in 2024, but given how late the bid went out, there is chance that while the work may be substantially started in 2024, it would not be completed until early 2025. What would the process look like, if possible?
6. 2024 Capacity is a struggle for most firms at this point in the season. Can this project roll into 2025?
  - *4,5,6 response: DCNR and partners would like the project to start in 2024, but a request for a grant extension into 2025 is possible and anticipated.*
7. Will dirt bikes be allowed to be used on site for logistics?
  - *No. Motorized vehicles (except e-bikes) are limited to DCNR approved routes and open roads. Motorized e-bikes shall be confined to trails unless approved by project partners. Also note the mid-state trail is closed to all uses except for foot traffic.*
8. Are we able to mobilize off trail (within reason) throughout the worksite or would we need to stick to the trail corridor?
  - *Mobilization to/through the worksite is to be coordinated with Applied Trails Research. Routes off of the corridor are acceptable but will need to be managed to prevent impact to natural resources and must be fully restored by contractor.*
9. Considering that bids come back from qualified bidders, Is this strictly Lowest bid? (it says lowest responsive and responsible bid)
  - *Bids will be evaluated based on project approach, experience and references provided as well as past performance demonstrated by the contractor. Qualified bids will be further evaluated based on price and timing. Award will be made to the qualified contractor/proposer that provides best value to the project.*

10. Can we submit our bids electronically?
- *Unfortunately, no. Grant funding has a requirement for sealed bids containing two separate sealed items (qualifications and approach; and separately: pricing/bid form).*
11. Bonding: It's stated that bonding will need to be submitted within 20 days after award. Is this timing firm or can we submit bonding before mobilization?
- *Bonding will be required to be in place prior to project work. Bonding capacity must be demonstrated within 20 days of award, if there are timing constraints on access to bonding capacity (e.g. closing out other bonded projects) those should be noted in the approach/proposal.*
12. The SWPPP says it was submitted but not returned. Will there be formal structures like silt sock or silt fence required? Or will the normal bmp's suffice? If they are required, will that be handled with a change order? If not, can that be added as a line item now with nominal quantities?
- *Coir logs (jute or similar biodegradable netting filled with organic litter) are anticipated to be used within 50-feet of surface waters (blue line streams or other mapped surface waters). A pay item for these has been added to the bid table.*
13. Is this Davis Bacon?
- *Pennsylvania Prevailing Wage is required on this project. Wage determination can be made by consulting the materials located here:  
<https://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/prevailing-wage/Pages/default.aspx>*
14. Is it anticipated that this would be a single or multiple contractor award?
- *A single award is desired and expected. If capacity is limited to provision of services that would only accommodate a partial award we recommend teaming up with other firms to provide a bid that covers the entirety of the SOW.*
15. Potential puncheon and rock armoring is called out as a line item but not shown in the bid sheet. Is that a typo or is LF of trail all inclusive of this project?
- *A line item for each has been added to the bid table at the end of this addendum.*
16. Is the 48" track width restrictions firm? Some of the lower segments may benefit from an e35 size machine.
- *Rubber tracked equipment up to 3-ton class will be considered. Utilization of larger equipment does not permit deviation from trail corridor and tread width specifications. Contractors should propose potential equipment utilization in their approach.*

**CLEARWATER CONSERVANCY**  
**2555 N Atherton St**  
**STATE COLLEGE, PA 16803**

**BID FORM:**

In compliance with the Call for Bids, General Provisions, Specifications and drawings the undersigned hereby proposes to furnish all labor and materials and to perform all work necessary for the ROTHROCK STATE FOREST TRAIL CONSTRUCTION, PHASE 1: MUSSER GAP TRAILS in accordance with the Call for Bids, General Provisions, Specifications and Drawings, and any and all Addenda for considerations in the following amounts:

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1. That for and in consideration of the amount shown above, this contractor shall perform the work of the ROTHROCK STATE FOREST TRAIL CONSTRUCTION, PHASE 1: MUSSER GAP TRAILS in a good workmanlike and substantial manner and to the full satisfaction of the CWC. In the prosecution of the work, the Contractor shall, at his own cost and expense, furnish all labor, machinery, tools, equipment, materials, and supplies except such equipment and materials which shall be furnished by the CWC, as provided in the Specifications or General Provisions, and shall perform the work in strict conformity with the General Provisions and Specifications relative to this work.
  
2. In consideration of the covenants and agreements to be kept and performed by the Contractor and for the faithful performance of this Bid and the completion of the work embraced herein according to the plans, specifications, drawings and conditions herein contained and referred to, the CWC shall pay and the Contractor shall receive and accept as full compensation for everything furnished and done by the Contractor under this proposal and also for all loss or damage arising out of the nature of the work, the action of the elements or from any unforeseen contingencies or difficulties encountered in the prosecution of the work, the prices stipulated above.
  
3. Time shall be the essence of this contract on the part of the Contractor and it is hereby agreed by the parties hereto that in case all of the work called for under said contract, in all parts and requirements, is not completed by and at the time herein mentioned or by and at such other time to which the period of completion may be extended, damage will be sustained by the CWC, and that it is and will be difficult or impossible to ascertain and determine the actual damage which the CWC will sustain in the event of and by reason of such delay, and it is therefore agreed that said Contractor shall pay to the CWC, as agreed damages and not as penalty, (\$300.00) Three Hundred Dollars per working day, and the same shall be deducted from the amount due or to become due to the Contractor and such payments or deductions shall not in any degree release the Contractor from further obligations and penalties in respect to the fulfillment of the entire contract, nor any right which the CWC may have to claim, sue for, and recover as compensation and damages for non-performance of this proposal. No change will be made by the Contractor for hindrances or delays from any cause, whatsoever, in the progress of the work.

4. Said work shall be commenced upon notice to proceed, only during periods of thawed ground, and shall be completed per contract documents provided. However, that should the Contractor be delayed in the execution of the work by any act, neglect or fault of the CWC, or by any damage caused by fire, flood or other casualty over which the Contractor has no control, then the time herein set for the completion of the work may be extended as determined by mutual agreement of the parties hereto. The CWC hereby reserves the right to accept and make use of any portion of said facilities before completion of the entire work without invalidating the contract, or binding said CWC, and accept the remainder of the work or any portion thereof, whether completed or not and without in any way thereby releasing the bid bonds of said Contractor.
5. It is also agreed by the parties hereto that the Call for Bids, Drawing, General Provisions and Specifications, herein referred to, form an essential part of this agreement and whether the same are attached hereto or on file in the office of the CWC, they shall have the same force and effect as if spread at length herein.
6. If written Notice of Acceptance of this bid is delivered to this bidder within Twenty (20) calendar days after date of bid opening, this bidder will within Twenty (20) calendar days after date of such notice, execute and deliver the Contractor's Bonds and Certificate of Insurance in accordance with the General Provisions and bid as accepted.
7. The bidder hereby agrees that should he be awarded this contract, Contractor shall not discriminate against any person who performs work there under because of age, race, religion, color, sex, national origin or ancestry.
8. The bidder also covenants and agrees and that this Bid is made without collusion with any other person, firm or corporation; that he has carefully examined the Call for Bids, General Provisions, Drawings and Specifications, and any and all Addenda governing the work included in this Bid, and has inspected the site of the work and fully understands the physical conditions under which the work must be performed.
9. The bidder will perform all extra work that may be required and on the conditions set forth in the General Provisions.

Bidder to acknowledge receipt of the Addenda:   01  /      /      /      

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(Name of Bidder) (Street Address)

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(E-mail address)

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(Print Name of Person Signing and Title)

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(Signature) (City, State, Zip)

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(Phone Number)

SIGNATURE PAGE

1. BY SUBMISSION OF A BID, THE BIDDER CERTIFIES:

- 1.1 Prices in this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor will be by the bidder to induce any other person or firm to submit a bid for the purpose of restricting competition.
- 1.3 The person signing this bid certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Bidder will comply with all Federal regulations, policies, guidelines and requirements.

2. GENERAL INFORMATION:

Company Name \_\_\_\_\_ Phone \_\_\_\_\_

Signatory's Name \_\_\_\_\_ Fax \_\_\_\_\_

Signature & Title \_\_\_\_\_ (Date)

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

3. OWNERSHIP AND CONTROL:

Bidder's Legal Structure:

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Limited Liability   | <input type="checkbox"/> Other _____         |

If Bidder is a sole proprietorship, list:

Owner Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

SSN/Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

Provide the names of all individuals authorized to sign for the bidder:

NAME (printed or typed)

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

**VERIFICATION**

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Proposer, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

\_\_\_\_\_  
(Name and Title) (Date)

Bids shall include sales tax and all other applicable taxes and fees. In case of a discrepancy, the “unit price” will govern over the total.

To be considered a responsive bid, the following must be provided IN A SEALED ENVELOPE SEPARATE FROM THE BID FORM:

- 1) CONTRACTOR QUALIFICATIONS- A minimum of three (3) references for similar natural surface trail construction projects that include specifications and amounts similar to those described for this project Information must include name, address, telephone number of the direct manager of the project, date of project, description of services performed, period of performance, and contracted amount;
- 2) PROJECT APPROACH- Proposed construction schedule and approach to this project, including machines/materials to be utilized, identification and experience of on-site personnel on similar projects with similar machines/materials.

If a bid is considered responsible from the standpoint of a Contractor’s demonstrated capability to complete the project in a high-quality, timely manner based on experience and past performance, only then will that Contractor’s Bid Form, to be delivered IN A SEPARATE SEALED ENVELOPE, be opened.

**NAME OF BIDDER** \_\_\_\_\_

**DATE** \_\_\_\_\_



# ATTACHMENT B

## BID SCHEDULE

### ROTHROCK STATE FOREST TRAIL CONSTRUCTION:

### PHASE 1: MUSSER GAP TRAILS

#### *Bidders Summation of Bid Total*

**Instructions:**

- Unit prices are to be provided on a per-item basis. Unit prices are fixed.
- For each work item, provide a unit price for ALL WORK ITEMS. Failure to provide a unit price for any item is grounds for invalidation of the bid.
- Quantities for each work item are estimates. Final quantities for payment will be tallied on a bi-weekly basis.
- Add all work item totals and provide a total cost at the bottom of the worksheet

WORK ITEM	UNIT	UNIT PRICE	EST. QUANTITY	SUBTOTAL
Sector A- Spec 1 (Green)	lin. ft.		14,712	
Sector B- Spec 2 (Blue)	lin. ft.		23,806	
Puncheon	lin. ft.		0	
Rock Armor*	lin. ft.		1000	
Coir Log (E&S)	lin. ft.		250	
			<b>Total:</b>	

\*significant portions of the build will utilize rock where it is prevalent in the landscape and trail corridor. Rock Armor will be a payable item where it is used to cross soils that require armoring (muddiness, etc) and limited other locations where needed to provide a quality trail product.