



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

December 13, 2007
Subject: **Woolwich**
Project No.
Pin No. 012628.00
Amendment No. 1

Dear Sir/Ms:

Please make the following changes to the Bid Documents:

In the Bid Book, REMOVE the existing: "Notice to Contractors" page and REPLACE with the attached updated: "Notice to Contractors" page.

REMOVE the existing: "Schedule of Items" dated 071126 six pages total and REPLACE with the attached updated: "Schedule of Items" dated 071204 seven pages total.

REMOVE the existing: "Contract Agreement, Offer & Award" two sets, eight pages total (pages 9 thru 16 of the book) and REPLACE with the attached updated: "Contract Agreement, Offer & Award" two sets, eight pages total.

REMOVE the existing: "Special Provision, Section 652, Maintenance of Traffic" dated July 23, 2007 four pages total (pages 99 thru 102 in the book) and REPLACE with the attached updated: "Special Provision, Section 652, Maintenance of Traffic" dated December 13, 2007 four pages total

ADD the attached tidal graph for "Back River Creek at Pleasant Cove" one page total.

In the Plans, REMOVE the existing plansheet 2 of 15 titled: "Quantities and Notes" and REPLACE with the attached plansheet 2A titled: "Quantities and Notes".

On sheet six of fifteen titled: "Abutment No. 1 Details" under "Section B-B, New Concrete Placement" in the Note that begins: "Backwall and Approach Slab can be precast..." DELETE reference to the Approach Slab. Make this change in pen and ink.



PRINTED ON RECYCLED PAPER

The following questions have been received.

Question: Will winter maintenance on the detour be provided by the Department during the shutdown?

Response: George Wright Road will be maintained by the Department, areas of Route 1 closed to traffic will be maintained by the Contractor.

Question: What are the tide elevations at the culvert replacement location?

Response: See the graph added earlier in this amendment.

Question: The "Schedule of Items" does not contain Item 202.127 – Remove Existing Bituminous Pavement. Also, Item 202.10 – Remove Existing Superstructure appears to be Item 202.17 – Remove Existing Structural Concrete. Please advise.

Response: See change earlier in this amendment replacing the Quantities plansheet.

Question: Assuming the Contractor completes both projects during the same 12 week period, how are the traffic control items paid for that are listed for the culvert project? For instance, there are 10 Type III Barricades listed for the culvert project yet there are 11 shown on the traffic control plan of the bridge. Also, how will there be an additional 161 square feet of signs for the culvert when the detour package of the bridge is in place? The same also goes for drums and cones.

Response: All maintenance of traffic will be paid for under the respective 652 Item. Additional traffic control shall be paid for under Item 652.39 Work Zone Traffic Control.

Question: In the plans, on sheet 6 of 15 it mentions that the approach slabs can be precast, but none of the details show approach slabs. Are there approach slabs to be built? What bid Item?

Response: See change earlier in this amendment.

Question: Can the deck slab be formed and placed without the use of precast deck panels? If yes, can the State provide the details of the reinforcement?

Response: The deck slab may be formed and placed without precast. Deck panel Details would be submitted to the Department for approval.

Question: Can the Contractor assume that the State will allow drilling of the outside beams to mount overhang brackets?

Response: No drilling of outside beams will be allowed.

Question: Special Provision Section 652 "Maintenance of Traffic" states "signs on Route 1 shall be 4'X8'". Note 8 on plansheet 15 of 15 states "Construction warning signs shall be 4'X4'". What do we follow?

Response: See change made earlier in this amendment.

Question: Could the State elaborate more on what is required by the "Emergency Sign"? Is this to mark out a second detour route if needed?

Response: These signs are for an alternate detour if an emergency occurs on the George Wright Road.

Consider this information and changes prior to submitting your bid on December 19, 2007.

Sincerely,



Scott Bickford

Contracts & Specifications Engineer

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Nequasset Bridge Rehabilitation & Back River Creek Strut replacement in the town of **Woolwich**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on December 19, 2007 and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for **Bridge or Highway** projects. All other Bids may be rejected. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. BH-1262(800)X & State Project No. 14950.00. PIN 012628.00 & 014950.00.

Location: In Sagadahoc County, Project BH-1262(800)X is located 2 miles easterly route 127 on route 1. Project 14950.00 is located approximately 400 feet north of the George Wright road on Route 1.

Scope of Work: PIN 012628.00 Nequasset Bridge Rehabilitation & PIN 014950.00 Back River Creek Strut Replacement and other incidental work.

The basis of award will be section 0001 combined with the selected bridge rail or concrete barrier alternate.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Ben Foster** and **Joel Kittredge** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Augusta. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$22.00 (\$25.50 by mail). Half size plans \$11.00 (\$13.25 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$40,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the MDOT to reject any or all bids.

Augusta, Maine
November 28, 2007



JOHN E. DORITY
CHIEF ENGINEER

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012628.00

PROJECT(S): BH-1262(800)X
014950.00

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------------------------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| SECTION 0001 COMMON ITEMS | | | | | | |
| 0010 | 201.11 CLEARING | 0.150 AC | | | | |
| 0020 | 202.10 REMOVING EXISTING SUPERSTRUCTURE (PROPERTY OF CONTRACTOR) | LUMP | LUMP | | | |
| 0030 | 203.20 COMMON EXCAVATION | 938.000 CY | | | | |
| 0040 | 203.25 GRANULAR BORROW | 2750.000 CY | | | | |
| 0050 | 206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE | 50.000 CY | | | | |
| 0060 | 206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES | 138.000 CY | | | | |
| 0070 | 304.10 AGGREGATE SUBBASE COURSE - GRAVEL | 1005.000 CY | | | | |
| 0080 | 403.210 HOT MIX ASPHALT 9.5 MM HMA | 300.000 T | | | | |
| 0090 | 403.213 HOT MIX ASPHALT 12.5 MM HMA BASE | 209.000 T | | | | |

SCHEDULE OF ITEMS

REVISED:

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PROJECT(S): BH-1262(800)X
014950.00

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0100 | 409.15 BITUMINOUS TACK COAT - APPLIED | 78.000 G | | | | |
| 0110 | 502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS | LUMP | LUMP | | | |
| 0120 | 502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES | LUMP | LUMP | | | |
| 0130 | 502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALK | LUMP | LUMP | | | |
| 0140 | 503.12 REINFORCING STEEL, FABRICATED AND DELIVERED | 4413.000 LB | | | | |
| 0150 | 503.13 REINFORCING STEEL, PLACING | 4413.000 LB | | | | |
| 0160 | 505.08 SHEAR CONNECTORS | LUMP | LUMP | | | |
| 0170 | 508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE | LUMP | LUMP | | | |
| 0180 | 510.10 SPECIAL DETOUR _____ ROADWAY WIDTH VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED 22' | LUMP | LUMP | | | |
| 0190 | 511.07 COFFERDAM: DOWNSTREAM SIDE | LUMP | LUMP | | | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012628.00

PROJECT(S): BH-1262(800)X
014950.00

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0200 | 511.07 COFFERDAM: UPSTREAM SIDE | LUMP | LUMP | | | |
| 0210 | 514.06 CURING BOX FOR CONCRETE CYLINDERS | EA | 1.000 | | | |
| 0220 | 520.22 EXPANSION DEVICE - COMPRESSION SEAL | EA | 1.000 | | | |
| 0230 | 521.23 EXPANSION DEVISE FINGER JOINT | EA | 1.000 | | | |
| 0240 | 521.32 FABRIC TROUGH FOR FINGER JOINT | EA | 1.000 | | | |
| 0250 | 524.40 PROTECTIVE SHIELD | LUMP | LUMP | | | |
| 0260 | 526.301 TEMPORARY CONCRETE BARRIER TYPE I | LUMP | LUMP | | | |
| 0270 | 603.531 96" RCP CLASS IV | LUMP | LUMP | | | |
| 0280 | 606.1721 BRIDGE TRANSITION - TYPE 1 | EA | 4.000 | | | |
| 0290 | 606.23 GUARDRAIL TYPE 3C - SINGLE RAIL | LF | 206.000 | | | |
| 0300 | 606.36 GUARDRAIL REMOVED AND RESET | LF | 325.000 | | | |

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012628.00

PROJECT(S): BH-1262(800)X
014950.00

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0310 | 610.08 PLAIN RIPRAP | 110.000 CY | | | | |
| 0320 | 615.07 LOAM | 22.000 CY | | | | |
| 0330 | 618.14 SEEDING METHOD NUMBER 2 | 2.000 UN | | | | |
| 0340 | 618.1411 SEEDING METHOD NUMBER 3 - PLAN QUANTITY | 4.000 UN | | | | |
| 0350 | 619.12 MULCH | 4.000 UN | | | | |
| 0360 | 620.54 STABILIZATION GEOTEXTILE | 450.000 SY | | | | |
| 0370 | 620.58 EROSION CONTROL GEOTEXTILE | 140.000 SY | | | | |
| 0380 | 620.65 REINFORCEMENT GEOGRID | 400.000 SY | | | | |
| 0390 | 627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY) | 1440.000 LF | | | | |
| 0400 | 627.76 TEMPORARY PVMT. MARK LINE, W OR YELLOW | LUMP | LUMP | | | |
| 0410 | 629.05 HAND LABOR, STRAIGHT TIME | 10.000 HR | | | | |

SCHEDULE OF ITEMS

CONTRACT ID: 012628.00

PROJECT(S): BH-1262(800)X
014950.00

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0420 | 631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR) | 10.000 HR | | | | |
| 0430 | 631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR) | 10.000 HR | | | | |
| 0440 | 631.172 TRUCK - LARGE (INCLUDING OPERATOR) | 10.000 HR | | | | |
| 0450 | 637.071 DUST CONTROL | LUMP | LUMP | | | |
| 0460 | 639.18 FIELD OFFICE TYPE A | 1.000 EA | | | | |
| 0470 | 652.312 TYPE III BARRICADE | 10.000 EA | | | | |
| 0480 | 652.33 DRUM | 10.000 EA | | | | |
| 0490 | 652.34 CONE | 20.000 EA | | | | |
| 0500 | 652.35 CONSTRUCTION SIGNS | 161.000 SF | | | | |
| 0510 | 652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES | 21.000 CD | | | | |
| 0520 | 652.38 FLAGGER | 220.000 HR | | | | |

SCHEDULE OF ITEMS

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014950.00

CONTRACTOR : _____

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|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0530 | 652.39 WORK ZONE TRAFFIC CONTROL NEQUASSET BRIDGE | LUMP | LUMP | | | |
| 0540 | 652.41 PORTABLE - CHANGEABLE MESSAGE SIGN | 6.000 EA | | | | |
| 0550 | 656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL | LUMP | LUMP | | | |
| 0560 | 659.10 MOBILIZATION | LUMP | LUMP | | | |
| | SECTION 0001 TOTAL | | | | | . |

SECTION 0002 ALTERNATE NO.1 STEEL BRIDGE RAIL
ALT GROUP A01

| | | | | | | |
|------|---|-------------|------|--|--|---|
| 0570 | 507.0811 STEEL BRIDGE RAILING, 2 BAR | LUMP | LUMP | | | |
| 0580 | 515.21 PROTECTIVE COATING FOR CONCRETE SURFACES | LUMP | LUMP | | | |
| 0590 | 526.34 PERMANENT CONCRETE TRANSITION BARRIER | 4.000 EA | | | | |
| | SECTION 0002 TOTAL | | | | | . |

SECTION 0003 ALTERNATE NO.2 PERMANENT CONCRETE BARRIER
ALT GROUP A02

SCHEDULE OF ITEMS

CONTRACT ID: 012628.00

PROJECT(S): BH-1262(800)X
014950.00

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|------------|---|----------------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0600 | 515.21 PROTECTIVE COATING FOR CONCRETE SURFACES | LUMP | LUMP | | | |
| 0610 | 526.321 PERMANENT CONCRETE BARRIER TYPE III A | LUMP | LUMP | | | |
| | SECTION 0003 TOTAL | | | | | |
| | TOTAL BID | | | | | |

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, PIN **012628.00 & 014950.00**, for the **Nequasset Bridge Rehabilitation & Back River Creek Strut Replacement** in the town of **Woolwich**, County of **Sagadahoc**, Maine. The Work includes construction, maintenance during construction, 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, except warranty work, on or before **June 30, 2008**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 0001 \$ _____

Section 0002 \$ _____

Section 0003 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. 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 Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (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 Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 012628.00 Nequasset Bridge Rehabilitation & PIN 014950.00 Back River Creek Strut Replacement**, State of Maine, 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 and bonds 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: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: 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):

Section 0001

Section 0002

Section 0003

Contract Amount: _____

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

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, PIN **012628.00 & 014950.00**, for the **Nequasset Bridge Rehabilitation & Back River Creek Strut Replacement** in the town of **Woolwich**, County of **Sagadahoc**, Maine. The Work includes construction, maintenance during construction, 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, except warranty work, on or before **June 30, 2008**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

Section 0001 \$ _____

Section 0002 \$ _____

Section 0003 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. 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 Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (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 Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 012628.00 Nequasset Bridge Rehabilitation & PIN 014950.00 Back River Creek Strut Replacement**, State of Maine, 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 and bonds 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: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: 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):

Section 0001

Section 0002

Section 0003

Contract Amount: _____

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches. Approach signing shall include the following signs shown on the Standard Maintenance of Traffic in Construction Zones sheets

Road Work Ahead
Road Work 500 Feet with 25 MPH Advisory Speed Plate
Road Work 1000 Feet
End Road Work

Work Area. At each work site, signs and channelizing devices as shown on the Standard Maintenance of Traffic in Construction Zones sheets of the plans shall be used as directed by the Resident.

Signs include:

Work Area Ahead
Work Area with 25 MPH Speed Plate
One Lane Road
Flagger Sign
Bridge Closed to Thru Traffic (R11-4)
Bridge Closed (R11-2)
Detour 1000 Feet (W20-2)
Detour Arrow (M4-10) Left & Right
End Detour
Stop Signs

Other typical signs include:

Trucks Entering
Pavement Ends
Directional Arrows
Bump

All proposed temporary signing shall be shown in the Traffic Control Plan (TCP). Signs, except when tripod mounted, shall be placed on breakaway posts. Signs on Route 1 shall be 4'x 4' signs.

The above lists of Approach signs and Work Area signs are representative of the contract requirements. Other sign legends may be required.

The road may be closed to traffic during construction. The road may be closed for a maximum of 12 weeks. Traffic shall be maintained on George Wright Road for the duration of the closure.

The Contractor will be required to provide a traffic control plan to the Resident within five days after award. The Contractor shall provide a Traffic Control Supervisor who will be responsible for providing traffic control management in compliance with the contract and the Manual of Uniform Traffic Control Devices (MUTCD), including supervision of personnel for the installation, inspection, maintenance, and removal of all traffic control devices on the project. The Contractor shall not start work until after the Traffic Control Plan is approved by the Department

Detour signing shall be installed prior to bridge closure and maintained through the closure by the Contractor. When the Bridge is open to traffic, the Contractor shall immediately remove all detour signing.

Emergency Signs. Detour signs shall be developed and kept on hand in case there is an emergency road closure between the Nequasset Road intersection and Route 1 intersection. Detour signs shall be made for a westerly and easterly detour. These signs shall be portable and break-away in nature. An emergency westerly and easterly detour plan shall be submitted in the Traffic Control Plan. Payment for the emergency signs, installation, and maintenance will be made under Item 510.10 Special Detour.

Channelization. Channelization devices shall include the following:

- Type I Barricades
- Type II Barricades
- Type III Barricades
- Drums
- Cones
- Vertical Panel Markers
- Temporary Concrete Barriers
- Flashing Arrow Boards
- Temporary Pavement Markings
- Stop Bars

Channelization devices shall be installed and maintained at all times at the spacing determined by the MUTCD through the work area. Channelization devices consisting of barricades or drums, at a maximum spacing of 15 m [50 feet] shall be used in guardrail areas when neither the existing guardrail nor the new guardrail is in place.

Roadside Recovery Area. The Contractor shall neither store material nor park equipment within 1.25 m [4 feet] of the edge of the travel lanes and equipment parked

overnight within 2.75 m [9 feet] of the edge of the travel lane shall be clearly marked by channelizing devices or other reflective devices.

Temporary Centerline. A temporary centerline of reflectorized traffic paint shall be applied each day as new pavement is to be used by traffic. The temporary centerline shall conform to the standard marking patterns used for permanent markings and will be paid for under Pay Item 510.10. Failure to apply a temporary centerline daily will result in suspension of paving until temporary markings are applied to all previously placed pavement.

Speed Limit in Work Zones. The Contractor shall sign all reduced speed limits on construction projects to 30 MPH.

652.7 Method of Measurement. This entire Subsection is revised to read:

Work Zone Traffic Control, including Contractor's Traffic Control Plan; Traffic Control Supervisor; furnishing, installation and maintenance of traffic control devices; shall be measured as one lump sum for all work authorized and performed.

Granular materials used to maintain traffic will be paid for as provided in Subsection 105.4.2 - Use of Granular Materials.

652.16 Basis of Payment. This entire Subsection is revised to read:

Work Zone Traffic Control will be paid for at the contract lump sum price. Payment will be full compensation for the Traffic Control Plan; Traffic Control Supervisor; traffic control devices; removing and resetting traffic control devices and maintenance thereof; George Wright Road striping; channelization devices; removal of pavement markings, and for signs and maintenance thereof.

Maintenance of signs includes: replacing devices damaged, lost, or stolen, and cleaning and moving as many times as necessary throughout the life of the contract, regardless whether the work areas or projects are geographically separated or not separated.

Partial payments for Work Zone Traffic Control will be made as follows:

- a) After the Traffic Control Plan is submitted and approved, 25% of the amount bid for Work Zone Traffic Control will be paid.
- b) After the completion bridge closure, 80% of the amount bid for Work Zone Traffic Control will be paid.
- c) Upon completion of the entire project, 100% of the amount bid for Work Zone Traffic Control will be paid.

Woolwich
BH-1262(800)X
December 13, 2007

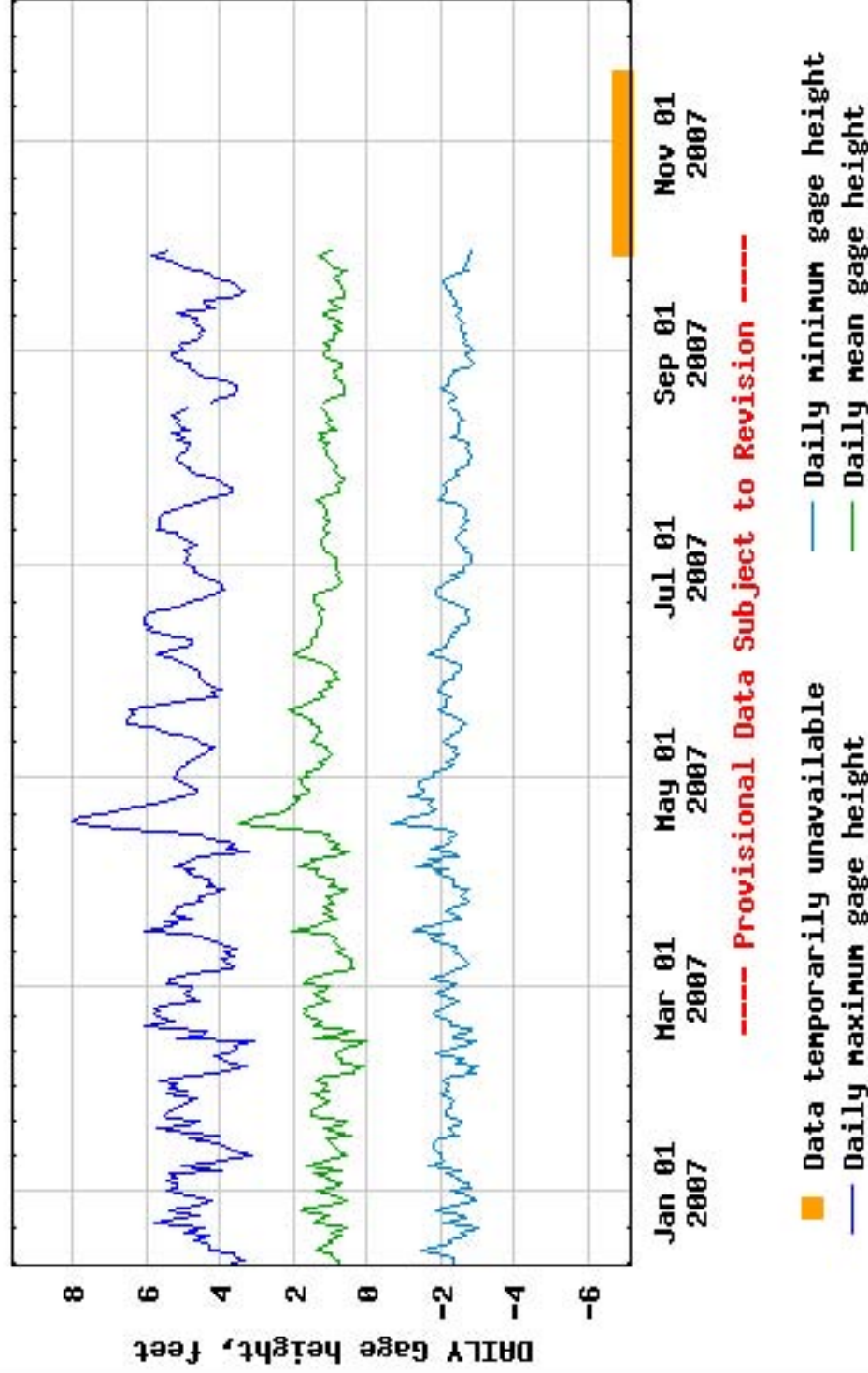
There will be no payment for work done under this pay item after the expiration of contract time.

Payment will be made under:

| <u>Pay Item</u> | <u>Pay Unit</u> |
|----------------------------------|-----------------|
| 652.39 Work Zone Traffic Control | Lump Sum |



USGS 01059555 Back River Crk at Pleasant Cove nr Woolwich, Maine



| ITEM NO. | DESCRIPTION | QUANTITY | UNIT |
|----------|--|----------|------|
| | COMMON ITEMS | | |
| 202.10 | REM EXIST SUPERSTR PROP CONTR | 1 | LS |
| 203.20 | COMMON EXCAVATION | 438 | CY |
| 206.082 | STR EA EXC-MAJOR STRUCTURES | 138 | CY |
| 304.10 | AGGR SUBB COURSE - GRAVEL | 575 | CY |
| 403.210 | HOT MIX ASPHALT 9.5 MM HMA | 250 | T |
| 403.213 | HOT MIX ASPHALT 12.5 MM HMA SURFACE | 99 | T |
| 409.15 | BITUMINOUS TACK COAT APPLIED | 48 | G |
| 502.219 | STR CONC ABUT & RET WALL | 1 | LS |
| 502.26 | STR CONC RD&SW SLAB ON ST BR | 1 | LS |
| 502.49 | STRUCT.CONC. CURBS AND SW | 1 | LS |
| 503.12 | REINF STEEL FAB & DEL | 4413 | LB |
| 503.13 | REINF STEEL PLACING | 4413 | LB |
| 505.08 | SHEAR CONNECTORS | 1 | LS |
| 508.14 | HIGH PERFORMANCE WATERPROOFING MEMBRANE | 1 | LS |
| 510.10 | SPEC. DET. 22ft. ROAD | 1 | LS |
| 514.06 | Curing Box for Concrete Cylinders | 1 | EA |
| 520.22 | EXPANSION DEVICE - COMPRESSION SEAL | 1 | EA |
| 521.23 | EXP DEV FINGER JT | 1 | EA |
| 521.32 | FABRIC TROUGH - FINGER JOINT | 1 | EA |
| 524.40 | TEMPORARY STRUCTURAL SUPPORT (Protective Shield) | 1 | LS |
| 606.1721 | BRIDGE TRANSITION - TYPE 1 | 4 | EA |
| 606.23 | GR TY 3C - SINGLE RAIL | 206 | LF |
| 610.08 | PLAIN RIPRAP | 10 | CY |
| 615.07 | LOAM | 22 | CY |
| 618.14 | SEEDING METHOD NUMBER 2 | 2 | UN |
| 627.171 | WH OR YELL PAINT PYMT MARKING LINE | 1200 | LF |
| 629.05 | HAND LABOR, STRAIGHT TIME | 10 | HR |
| 631.12 | ALL-PURPOSE_EXC (INC OPERATOR) | 10 | HR |
| 631.15 | ROLLER EARTH BASE CRS (INC OP) | 10 | HR |
| 631.172 | TRUCK-LARGE (INC OPERATOR) | 10 | HR |
| 637.071 | DUST CONTROL | 1 | LS |
| 639.18 | FIELD OFFICE TYPE A | 1 | EA |
| 652.38 | FLAGGER | 20 | HR |
| 652.39 | WORK ZONE TRAFFIC CONTROL | 1 | LS |
| 652.41 | PORTABLE - CHANGE MESSAGE SIGN | 6 | EA |
| 656.75 | TEMP SOIL EROS. AND WATER POLL. CONTROL | 1 | LS |
| 659.10 | MOBILIZATION | 1 | LS |

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT |
|----------|--|----------|------|
| | "ALTERNATE NO. 1 STEEL BRIDGE RAILING" | | |
| 507.0811 | STEEL BRIDGE RAILING, 2 BAR | 1 | LS |
| 515.21 | PROT COAT FOR CONC SURF | 1 | LS |
| 526.34 | PERMANENT CONC TRANSITION BARRIER | 4 | EA |
| | "ALTERNATE NO. 2 PERMANENT CONCRETE BARRIER" | | |
| 515.21 | PROT COAT FOR CONC SURF | 1 | LS |
| 526.321 | PERMANENT CONC BARRIER TYPE III A | 1 | LS |

GENERAL CONSTRUCTION NOTES FOR DECK REPLACEMENT

- During construction, the road will be closed to traffic for a time period specified in the Special Provisions.
- Benchmark - Use the top of beam Elevation of 0.00' at the intersection of the ψ Construction line and the ψ Bearing of Abutment No. 1 for all Elevations.
- Do not excavate for Aggregate Subbase Course where existing material is suitable as determined by the Resident.
- In areas where the Resident directs the Contractor not to excavate to the subgrade line shown on the plans, payment for removing existing pavement, grubbing, shaping, ditching, and compacting the existing subbase and layers of new subbase 6 inches or less thick will be made under appropriate equipment rental items.
- Approach elevations shall be adjusted to provide a smooth transition onto and off of the Bridge.
- Place loam 2 inches deep on all new or reconstructed sideslopes or as directed by the Resident.
- The new Guardrail on Abutment No. 1 will be warped so to provide a safe transition from the existing guardrail and the Bridge Transition. The new Guardrail on Abutment No. 2 will be warped so to provide a safe transition from the Bridge Transition and anchored to the existing ledge.
- Protective Coating for Concrete Surfaces shall be applied to the following areas:
 - All exposed surfaces of concrete curbs. (Permanent Concrete Barrier Type III B if used), Fascias down to the drip notch, All exposed surfaces of Concrete Transition Barriers, Top of abutment backwalls and to 12 inches below the top of backwalls on the back side.
- The Paint on the existing bridge is Lead Based. The top flanges of the stringers are coated with lead paint. This paint will need to be removed in the immediate area where shear studs are to be welded, and in all other areas where the Contractor is required to work on the existing steel. The Contractor is responsible for removing this paint in accordance with all applicable regulations and special provisions. There will be no separate payment for this work. The cost shall be considered incidental to the work requiring the paint removal.
- Existing Deck shall be removed in its entirety - Property of the Contractor shall include all Deck, Railing, Guardrail and Barrier Concrete.
- Bidders and Contractors may obtain a copy of the existing bridge plans by contacting the Project Manager. The plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations which may have been made to the bridge during its life span.
- Minimum Lap Splice for #5 Bars shall be 22 inches, the Minimum Lap Splice for #6 Bars shall be 26 inches.
- The removal of Superstructure items above the top flange of Beams and all Abutment Concrete above the elevation shown on the plans will be incidental to Item 202.17 Removal Existing Structural Concrete.
- The Contractor has the option to use Alternate No. 2 "Permanent Concrete Barrier" in lieu of Alternate No. 1 "Steel Bridge Rail". If Alternate No. 2 is selected reinforcement bar S550 shall be replaced by CB #6 per the Standard Details and payment will be made under the appropriate pay item.

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| STATE OF MAINE DEPARTMENT OF TRANSPORTATION | BH-1262(800)X PIN 12628.00 | BRIDGE NO. 5695 |
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|------|--------------|-----------|
| DATE | P. E. NUMBER | SIGNATURE |
| | | |

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| NEQUASSET BRIDGE NEQUASSET OUTLET SAGADAHOC COUNTY WOOLWICH | QUANTITIES AND NOTES |
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| SHEET NUMBER 2A OF 15 |
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