



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

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

February 19, 2010  
Subject: **Boothbay**  
State Pin No: 012630.00  
**Amendment No. 5**

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (page 1), "NOTICE TO CONTRACTORS", below the paragraph titled "Scope of Work", **ADD** the following line;

**"The basis of award will be Section 0001 with chosen wall alternate."** Make this change in pen and ink.

In the Bid Book (pages 4 thru 11), **REMOVE** the "SCHEDULE OF ITEMS", 8 pages dated 100210 (replaced in amendment #3) and **REPLACE** with the attached new Schedule of items "SCHEDULE OF ITEMS", 8 pages dated 100219.

In the Bid Book (pages 12 thru 19), **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies.

The Following questions have been received:

**Question:** Page 29, Rock Anchor, Note 10 has the anchor design load at 160 kips. The maximum test load is 1.5 or 240 kips per specs page 6 of 7. However the specs say the maximum compressive load (n) may not exceed 90 tons. We only can tension off the pile so these limits conflict

**Response:** Please see amendment #4

**Question:** Specs 504.05, Rock Anchors

- (a) Please delete rock core barrels unless you want us to add a Geotech subcontractor to stay with us as we drill.
- (d) Please change coring to percussion drilling. This is the common practice for rock bolts.
- (e) & (i) Please change PVC to steel, please delete water test

**Response: (a) and (d)** Rock anchor drilling may be conducted with percussion rock drills that provide a drill hole meeting the project specifications.



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**(e) and (i)** A steel sleeve can be used in lieu of 5-inch dia. schedule 40 PVC. The dimensions and material of the steel drill casing is subject to approval of shop drawings. Where a steel sleeve is used and sealed into the bedrock, the water test referenced in 504.05 (e) will not be required.

**Question:** Note 11 on sheet 40 of 51 requires “concrete” to reach 4000 psi before the drains can be installed. Does this refer to the compression reinforcement concrete?

**Response:** Yes, this refers to the compression reinforcement concrete within the HC Beams.

**Question:** On page 1 of amendment 3, you tried to explain how the fascia of the bridge can be formed but we are easily confused and a picture would be invaluable. Do you have an approved shop drawing from a previous project showing how this could be accomplished?

**Response:** We have included a drawing as part of Amendment 4.

**Question:** Can you please provide the location of item 502.56, Fill Concrete?

**Response:** Fill concrete may be needed for construction of Abutment 1.

**Question:** Special Provision, Section 105 (Environmental Requirements) defines the limitation on in-water work. Would you please provide the following clarifications?

- A) The second “\*” under item I – should that say “Can work above the mean water line ...?”
- B) As driving and removal of piles is allowed any time, does this mean that:
  - a) We can install rock anchors anytime?
  - b) We can clean out and concrete the piles anytime?
- C) Can we have a barge in the water during the restricted time which will require the raising and dropping of spud piles?

**Response:** A. You are correct and this was fixed as part of Amendment 4.  
B. Yes, you can install rock anchors, clean out pipe pile, and place concrete within the pile at any time of the year. Best management practices will be required for these activities. See response to a similar question in Amendment #4  
C. Yes, you can raise and lower spud piles at any time of the year.

**Question:** On sheet 28, the “typical Pier Elevation”, a leader states that Piers 2 – 6 only receive protection. The description in Special Provision, Section 655 states that it is to be placed on each pipe pile. Which is correct?

**Response:** Cathodic protection is required for piers 2-6. Piers 1 and 7 do not need cathodic protection

**Question:** The bid form includes items 635.31 and 635.40 dealing with site walls. Information in the documents appears to make it the Contractor’s choice for which type of wall is constructed. With both items in the bid form, at the least, the project construction costs will be overstated won’t they? Do you have any special instructions on how we should approach the bid on these two items?

**Response:** We have changed the schedule of items, please see the bid amendment.

**Question:** Where does MDOT expect the Rock Excavation, Item 203.21, to be located?

**Response:** This item has been deleted. Please see the bid amendment.

**Question:** I have attached an independent test report for the pipe we would like you to accept on Knickerbocker Bridge project. This is the only material that we feel we can provide in the time frame needed.

**Response:** The high strength API reject pipe will be allowed for use for this project. The high strength pipe pile with 24” O.D. with .556” wall thickness may be used to substitute for the 24” O.D. pipe with 5/8” wall thickness. The high strength pipe pile 26” O.D. with ¾” wall thickness may be used to substitute for the 26” O.D. pipe with 5/8” wall thickness.

Consider these changes and information prior to submitting your bid on February 24, 2010.

Sincerely,



Scott Bickford  
Contracts & Specifications Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012630.00

PROJECT(S): 012630.00

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP			
0020	203.20 COMMON EXCAVATION	3000.000 CY				
0030	203.2318 DISPOSAL OF SPECIAL WASTE	100.000 T				
0040	203.24 COMMON BORROW	1400.000 CY				
0050	203.25 GRANULAR BORROW	210.000 CY				
0060	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	35.000 CY				
0070	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	50.000 CY				
0080	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	55.000 CY				
0090	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	3810.000 CY				
0100	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	20.000 T				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012630.00

PROJECT(S): 012630.00

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	403.210 HOT MIX ASPHALT 9.5 MM	1500.000 T				
0120	409.15 BITUMINOUS TACK COAT - APPLIED	270.000 G				
0130	501.231 DYNAMIC LOADING TEST	7.000 EA				
0140	501.70 STEEL PIPE PILES, DELIVERED 24" DIAMETER	1500.000 LF				
0150	501.70 STEEL PIPE PILES, DELIVERED 26" DIAMETER	1000.000 LF				
0160	501.701 STEEL PIPE PILES, IN PLACE 24" DIAMETER	1500.000 LF				
0170	501.701 STEEL PIPE PILES, IN PLACE 26" DIAMETER	1000.000 LF				
0180	501.803 EXPLORATORY DRILLING	270.000 LF				
0190	501.90 PILE TIPS	40.000 EA				
0200	501.91 PILE SPLICES	40.000 EA				
0210	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP	LUMP			

SCHEDULE OF ITEMS

REVISED:

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	130.000 CY				
0230	502.22 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS (PLACED UNDER WATER)	120.000 CY				
0240	502.239 STRUCTURAL CONCRETE PIERS	LUMP	LUMP			
0250	502.25 STRUCTURAL CONCRETE SUPERSTRUCTURE SLABS	LUMP	LUMP			
0260	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP	LUMP			
0270	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALK	LUMP	LUMP			
0280	502.56 CONCRETE FILL	50.000 CY				
0290	503.14 EPOXY COATED REINFORCING STEEL, FABRICATED AND DELIVERED	34400.000 LB				
0300	503.15 EPOXY COATED REINFORCING STEEL PLACING	34400.000 LB				
0310	504.905 ROCK ANCHORS	LUMP	LUMP			

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	506.9106 FUSION BONDED EPOXY COATING	LUMP	LUMP			
0330	507.0834 WYOMING STEEL BRIDGE RAILING	LUMP	LUMP			
0340	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP	LUMP			
0350	509.72 COMPOSITE BEAM - INSTALLATION ONLY	LUMP	LUMP			
0360	511.07 COFFERDAM: ABUTMENT NO.2	LUMP	LUMP			
0370	512.081 FRENCH DRAINS	LUMP	LUMP			
0380	514.06 CURING BOX FOR CONCRETE CYLINDERS	EA 1.000				
0390	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0400	520.21 EXPANSION DEVICE - GLAND SEAL	EA 1.000				
0410	520.22 EXPANSION DEVICE - COMPRESSION SEAL	EA 1.000				
0420	523.52 BEARING INSTALLATION	EA 128.000				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	523.5402 LAMINATED ELASTOMERIC BEARINGS, EXPANSION	128.000 EA				
0440	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP	LUMP			
0450	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA				
0460	606.1721 BRIDGE TRANSITION - TYPE 1	4.000 EA				
0470	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	725.000 LF				
0480	606.231 GUARDRAIL TYPE 3C - 15 FOOT RADIUS AND LESS	25.000 LF				
0490	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	1.000 EA				
0500	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	16.000 EA				
0510	606.79 GUARDRAIL 350 FLARED TERMINAL	7.000 EA				
0520	609.31 CURB TYPE 3	670.000 LF				
0530	609.34 CURB TYPE 5	185.000 LF				



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			DOLLARS	CTS	DOLLARS	CTS
0540	609.35 CURB TYPE 5 - CIRCULAR	50.000 LF				
0550	610.08 PLAIN RIPRAP	220.000 CY				
0560	610.16 HEAVY RIPRAP	840.000 CY				
0570	613.319 EROSION CONTROL BLANKET	500.000 SY				
0580	615.07 LOAM	140.000 CY				
0590	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	22.000 UN				
0600	619.1201 MULCH - PLAN QUANTITY	22.000 UN				
0610	619.1401 EROSION CONTROL MIX	270.000 CY				
0620	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	4800.000 LF				
0630	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
0640	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR				

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			DOLLARS	CTS	DOLLARS	CTS
0650	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR )	20.000 HR				
0660	631.171 TRUCK - SMALL (INCLUDING OPERATOR)	20.000 HR				
0670	639.18 FIELD OFFICE TYPE A	1.000 EA				
0680	652.35 CONSTRUCTION SIGNS	300.000 SF				
0690	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0700	655.50 CATHODIC PROTECTION SYSTEM	LUMP	LUMP			
0710	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0720	659.10 MOBILIZATION	LUMP	LUMP			
0730	853.16 BOAT RAMP PLANKS	30.000 EA				
0740	890.01 SPECIAL WORK #1 UTILITY CONDUIT	LUMP	LUMP			
SECTION 0001 TOTAL						.

SECTION 0002 WALL ALTERNATE

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012630.00

PROJECT(S): 012630.00

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0750	635.31 PREFAB CONCRETE BLOCK GRAVITY WALL	2400.000 SF				
SECTION 0002 TOTAL						.
SECTION 0003 WALL ALTERNATE						
0760	635.40 PRECAST AGGREGATE FILLED CONCRETE BLOCK GRAVITY WALL	2400.000 SF				
SECTION 0003 TOTAL						
TOTAL BID SECTION 0001 WITH CHOSEN ALT.						

## **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

\_\_\_\_\_ 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 No. **12630.00**, for the **Knickerbocker Bridge Replacement** in the town of **Boothbay**, County of **Lincoln** 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 15, 2012** 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. 12630.00 - Knickerbocker Bridge Replacement - in the town of Boothbay** 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 with their bid.

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

\_\_\_\_\_ 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.**

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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 15, 2012** 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. 12630.00 - Knickerbocker Bridge Replacement - in the town of Boothbay** 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 with their bid.

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:** \_\_\_\_\_

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MAINE DEPARTMENT OF TRANSPORTATION

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Date

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By: David A. Cole, Commissioner

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Witness