



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

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

May 2, 2008  
Subject: **Crystal**  
Project No. BR-1264(500)X  
Pin No. 012645.00  
**Amendment No. 2**

Dear Sir/Ms:

Make the following changes to the Bid Documents:

From the Bid Book, **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD" pages 8 – 15 (both copies) and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD"

In the Bid Book, **REMOVE** "SPECIAL PROVISION, SECTION 107, TIME" page 38 (dated March 17, 2008, 1 page) and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, TIME", dated May 2, 2008

In the Bid Book, **REMOVE** "SPECIAL PROVISION, SECTION 107, PROSECUTION OF WORK AND SUPPLEMENTAL LIQUIDATED DAMAGES" page 40 (dated March 17, 2008, 1 page) and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, PROSECUTION OF WORK AND SUPPLEMENTAL LIQUIDATED DAMAGES", dated May 2, 2008

In the Bid Book, **REMOVE** "SPECIAL PROVISION, SECTION 403, HOT MIX ASPHALT" page 65 (1 page dated March 6, 2008) and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 403, HOT MIX ASPHALT" dated May 2, 2008.

The following questions have been received:

**Question:** We have only been able to find one Precast Supplier who is planning on bidding this project. The supplier cannot supply the precast box beams until the end of October. This does not allow enough time to complete the work required to membrane and pave by November 15, 2008. Can the milestone date change to allow a reasonable amount of time to complete the work?

**Response:** Please refer to the above changes.



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**Question:** Reference Special Provision 107, Supplemental Liquidated Damages, indicates there is base pavement on the bridge deck. Special Provision 403 indicates only one layer of wearing surface. Standard Specifications require wearing surface placed by the Saturday following October 1<sup>st</sup>. Please advise?

**Response:** Please refer to the above changes.

Consider these changes and information prior to submitting your bid on **May 7, 2008**.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Bickford" with a stylized flourish at the end.

Scott Bickford  
Contracts & Specifications Engineer

## **CONTRACT AGREEMENT, OFFER & AWARD**

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN **012645.00**, for the **Fish Stream Bridge Replacement** in the town of **Crystal**, County of **Aroostook**, 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 **October 30, 2009**. 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 \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**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 the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the 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 012645.00 Fish Stream Bridge 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

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\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

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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.

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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.



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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.

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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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

Crystal  
PIN 012645.00  
May 2, 2008

**SPECIAL PROVISION**  
**SECTION 107**  
TIME

The specified contract completion date is October 30, 2009.

Crystal  
PIN 012645.00  
May 2, 2008

**SPECIAL PROVISION  
SECTION 107**

**PROSECUTION OF WORK  
AND  
SUPPLEMENTAL LIQUIDATED DAMAGES**

Once the Contractor commences work on this project, the work shall be continuous through completion.

If the contractor starts construction of this project in the 2008 construction season, then base pavement and membrane shall be installed on the bridge by November 15, 2008. Once the base pavement and high performance waterproofing membrane is installed on the bridge, traffic can be transferred from the special detour on to the permanent bridge. Supplemental liquidated damages will be assessed to the contract at the rate of Five Hundred (\$500.00) U.S. dollars per day for each day that the bridge is without base pavement and high performance waterproofing membrane beyond November 15, 2008.

If the contractor starts construction of this project in the 2009 construction season, then base pavement, wearing surface pavement and membrane shall be installed on the bridge by October 4, 2009. Once the base pavement, wearing surface pavement and high performance waterproofing membrane is installed on the bridge, traffic can be transferred from the special detour on to the permanent bridge. Supplemental liquidated damages will be assessed to the contract at the rate of Five Hundred (\$500.00) U.S. dollars per day for each day that the bridge is without wearing surface pavement and high performance waterproofing membrane beyond October 4, 2009.

This assessment of liquidated damages will be in addition to the liquidated damages specified in section 107 of the Department of Transportation Standard specification.

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT**

| Desc. Of<br>Course                      | Grad<br>Design. | Item<br>Number | Bit Cont.<br>% of<br>Mix | Total<br>Thick | No. Of<br>Layers | Comp.<br>Notes |
|---|-----------------|----------------|--------------------------|----------------|------------------|----------------|
| <b><u>Bridge Deck</u></b>               |                 |                |                          |                |                  |                |
| Wearing                                 | 9.5 mm          | 403.210        | N/A                      | 1.5 in         | 1                | 1,2,4,8        |
| Base                                    | 9.5 mm          | 403.210        | N/A                      | 1.5 in         | 1                | 1,2,4,8        |
| <b><u>Travel Way Approach Areas</u></b> |                 |                |                          |                |                  |                |
| Wearing                                 | 9.5 mm          | 403.210        | N/A                      | 3.0 in         | 2                | 4,8,12         |
| Base                                    | 12.5 mm         | 403.213        | N/A                      | 2.0 in         | 1                | 4,8            |
| <b><u>Shoulder Approach Areas</u></b>   |                 |                |                          |                |                  |                |
| Wearing                                 | 9.5 mm          | 403.210        | N/A                      | 3.0 in         | 2                | 4,8,12         |

**COMPLEMENTARY NOTES**

1. The use of Recycled Asphalt Pavement (RAP) will not be permitted.
2. The density requirements are waived.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS.
8. Section 106.6 Acceptance, (2) Method B.
12. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.

**Tack Coat**

A tack coat of emulsified asphalt, RS-1 or HFMS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.