



JOHN ELIAS BALDACCI  
GOVERNOR

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

DAVID A. COLE  
COMMISSIONER

February 15, 2008  
Subject: **Falmouth**  
Project No. BR-1264(800) X  
Pin No.012648.00  
**Amendment No. 2**

Dear Sir/Ms:

Please make the following changes to the Bid Documents:

In the Bid Book, on the "Notice to Contractors" page, in the first paragraph, within the first sentence CHANGE the bid opening date from **February 20, 2008** to **February 27, 2008**. Make this change in pen and ink.

Remove the CONTRACT AGREEMENT, OFFER AND AWARD, pages 10 thru 17 and replace with two copies of the attached new CONTRACT AGREEMENT, OFFER AND AWARD.

Remove the SPECIAL PROVISION, SECTION 107, PROSECECUTION AND PROGRESS (Contract Time), page 40. Replace with the attached new SPECIAL PROVISION, SECTION 107, PROSECECUTION AND PROGRESS (Contract Time).

Special Provision, Section 502, Structural Concrete - QC/QA Acceptance Methods (Page 72). Change Item 502.49 Structural Concrete Curbs and Sidewalks from Method "B" to Method "C". Make this change in pen and ink.

Please make the following changes to the Plan Sheets:

Plan Sheet Number 3 of 39, titled "General Plan". Delete the following, "Sta. 104+00 +- to 105+00 +- Remove and reset fence" and "Sta. 105+38+- to 107+72 +- Remove and reset fence." Also delete reference to "Remove and reset/relocate fence" on other plan and cross section related sheets. Make these changes in Pen and Ink

Plan Sheet 12 of 39 and 13 of 39 titled "Cross Sections". Remove any reference to "RCP" and replace with "Option III". Make this change in pen and ink.



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The following questions have been received:

**Question:** Plan sheet 2 of 39, General note #1: "Period of Road Closure". SP 107 gives October 15, 2008 as the opening date for traffic. Is there a set date or period of time the road may be closed? If so, are there penalties if the period is exceeded?

**Answer:** Please refer to the above page change.

**Question:** Plan sheet 2 of 39, General note #13: Should the Department provide a pay item for the two end treatments or are they incidental to other items?

**Answer:** The two end treatments will be paid for under Item No. 527.303, Energy Absorbing System (ET-2000).

**Question:** Plan sheet 2 of 39, Estimated Quantities: Items 603.159 and 603.179 call out option III. The cross-sections show RCP. Does the contractor have a choice of type?

**Answer:** Please see the above pen and ink change.

**Question:** Factoring in the holiday week and the fact that the project is, for the most part, "in-water-work" and cannot be started until summer, would the Department consider postponing the bid date by a minimum of one week?

**Answer:** The Department will delay the bid opening to February 27, 2008. Please see the above pen and ink change.

**Question:** It's hard to guess what trees will be cut with everything being determined in the field; could you give us a list?

**Answer:** The Clearing limits are shown on the plans. Trees that are clearly within the clearing limits are, as of now, expected to be removed. If a tree is not clearly within the clearing limits or in an area that does not show clearing limits are not expected to be removed.

**Question:** Catch Basin #1 to Sta. 107+20 LT call for 18 RCP but cross sections show U.D.?

**Answer:** See answer to previous RFI

**Question:** There is no detail for Rip Rap; is it all 2' of stone on 1' of gravel?

**Answer:** The detail for Rip Rap is as shown in the MaineDOT Standard Details Book and as Specified in the Standard Specifications Book

**Question:** Reference S.P. Section 104 Utilities, "The utilities shall be allowed a minimum ten weeks". Maximum time should be six weeks with three weeks notice and three weeks work.

**Answer:** Ten weeks will remain unchanged. This can be discussed at the preconstruction meeting.

**Question:** Reference sheet 3, Note: Remove and reset fence has no pay item.

**Answer:** That Item has been removed and should be removed from the plans as well. The property owner has elected to move the fence.

**Question:** Sheet 35 shows a 50' sewer easement with no utilities. Is this correct, no under drain utilities in the easement?

**Answer:** There is a sewer main located through this easement. It runs from SMH #4 to a sewer pump station located downstream from the project, the first section of the pipe is shown on the plan and continues south.

**Question:** Given the in water window start of July 15, an October 15 completion appears very aggressive. Could the bridge open date be moved to November 15 and the completion date moved to Spring 2009 to allow wearing course and planning?

**Answer:** The Bridge open date shall remain, it is intended that the wearing course shall be done by this date. Please refer to the page change for the contract completion date.

**Question:** The abutments call for fill concrete placed on ledge. Can the fill concrete be placed in a wet condition similar to a seal placement?

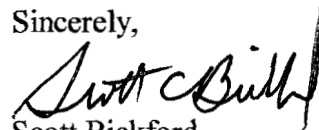
**Answer:** Yes, as long as the fill concrete is placed in the same manner and conditions as seal concrete are placed.

**Question:** Utility Support Embeds, see Plan Sheets 36(Typical Water Main Support) & 38 (Hanger Detail), call out Anvil (fig 281) Wedge Type Concrete Anchor. Would you please specify a manufacturer?

**Answer:** The manufacturer is Anvil International. Their website is located at <http://www.anvilintl.net/>.

Consider these changes and information prior to submitting your bid on **February 27, 2008**.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is written in a cursive style with a large, prominent initial "S".

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 **012648.00**, for the **Merrills Bridge Replacement** in the town of **Falmouth**, County of **Cumberland**, 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 **May 15, 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 012648.00 Merrills 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 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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The Contractor agrees to complete all Work, except warranty work, on or before **May 15, 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.

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\_\_\_\_\_  
Date

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(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
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MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

**SPECIAL PROVISION**  
**SECTION 107**  
**PROSECUTION AND PROGRESS**  
**(Contract Time)**

The Contractor shall conduct his operation in such a manner that the bridge will be Complete and open to traffic on or before October 15, 2008.

Supplemental Liquidated damages of \$500 a day shall be assessed to the contractor for any day that the bridge is not open to two lanes of vehicular traffic after October 15<sup>th</sup>, 2008

The Specified contract completion date is May 15, 2009