



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

JOHN ELIAS BALDACCI
GOVERNOR

June 22, 2010
Subject: **Fryeburg**
State Project No's. 015095.00 &
016702.00
Amendment No. 3

DAVID A. COLE
COMMISSIONER

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book, page 1, **ADD** the following in pen and ink below "Scope of Work:",
"The basis of award will be Section 0001 only".

In the Bid Book (pages 4 thru 11), **REMOVE** the "SCHEDULE OF ITEMS", 8 pages dated 100521 and **REPLACE** with the attached new "SCHEDULE OF ITEMS", 9 pages dated 100622.

In the Bid Book (pages 12 thru 19), **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD", both copies and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies (8 pages total).

The following questions have been received:

Question: Would the Department consider changing the completion date on the Charles River Bridge to allow finish paving in 2011? The way it is now we'll have to finish pave by 10-16-10.

Response: No, the completion date will remain the same.

Question: Item 526.30, Temporary Concrete Barrier 108 LF, standard barrier is 10' long, how do you come up with 108'?

Response: The 108' length is for estimating purposes only.

Consider this information prior to submitting your bid on June 23, 2010.

Sincerely,

FOR Scott Bickford
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015095.00

PROJECT(S): BR-1509(500)X
AC-BH-1670(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 COMMON ITEMS						
0010	201.23 REMOVING SINGLE TREE TOP ONLY	3.000 EA				
0020	201.24 REMOVING STUMP	3.000 EA				
0030	202.19 REMOVING EXISTING BRIDGE	LUMP	LUMP			
0040	203.20 COMMON EXCAVATION	1310.000 CY				
0050	203.24 COMMON BORROW	1564.000 CY				
0060	203.25 GRANULAR BORROW	350.000 CY				
0070	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	280.000 CY				
0080	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1610.000 CY				
0090	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	2.000 T				
0100	403.210 HOT MIX ASPHALT 9.5 MM	160.000 T				

SCHEDULE OF ITEMS

REVISED:

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AC-BH-1670(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	403.213 HOT MIX ASPHALT 12.5 MM BASE	210.000 T				
0120	409.15 BITUMINOUS TACK COAT - APPLIED	48.000 G				
0130	501.231 DYNAMIC LOADING TEST	2.000 EA				
0140	501.501 STEEL H-BEAM PILES 89 LBS/FT, IN PLACE	212.000 LF				
0150	501.903 PILE TIPS - ROCK INJECTOR POINT	8.000 EA				
0160	501.91 PILE SPLICES	8.000 EA				
0170	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP	LUMP			
0180	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP	LUMP			
0190	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP	LUMP			
0200	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP	LUMP			

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AC-BH-1670(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0210	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALK	LUMP	LUMP			
0220	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	49300.000 LB				
0230	503.13 REINFORCING STEEL, PLACING	49300.000 LB				
0240	504.71 STRUCTURAL STEEL ERECTION	LUMP	LUMP			
0250	505.08 SHEAR CONNECTORS	LUMP	LUMP			
0260	507.0813 BRIDGE RAILING, 2 BAR - INSTALL ONLY	188.000 LF				
0270	511.07 COFFERDAM: Abutment #1	LUMP	LUMP			
0280	511.07 COFFERDAM: Abutment #2	LUMP	LUMP			
0290	512.081 FRENCH DRAINS	LUMP	LUMP			
0300	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0310	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			
0320	526.30 TEMPORARY CONCRETE BARRIER - TYPE 1	108.000 LF				
0330	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA				
0340	606.1721 BRIDGE TRANSITION - TYPE 1	4.000 EA				
0350	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	368.000 LF				
0360	606.232 GUARDRAIL TYPE 3C - OVER 15 FOOT RADIUS	24.000 LF				
0370	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	5.000 EA				
0380	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	17.000 EA				
0390	606.79 GUARDRAIL 350 FLARED TERMINAL	5.000 EA				
0400	607.10 BARBED WIRE FENCE - WOOD POSTS	192.000 LF				
0410	610.08 PLAIN RIPRAP	390.000 CY				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0420	613.319 EROSION CONTROL BLANKET	987.000 SY				
0430	615.07 LOAM	61.000 CY				
0440	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	2.000 UN				
0450	619.1201 MULCH - PLAN QUANTITY	2.000 UN				
0460	619.1401 EROSION CONTROL MIX	112.000 CY				
0470	620.58 EROSION CONTROL GEOTEXTILE	390.000 SY				
0480	621.031 EVERGREEN TREES (4 FOOT - 5 FOOT) GROUP A	2.000 EA				
0490	621.037 EVERGREEN TREES (5 FOOT - 6 FOOT) GROUP A	1.000 EA				
0500	621.121 SMALL DECIDUOUS TREES (5 FOOT - 6 FOOT) GROUP B	6.000 EA				
0510	621.255 LARGE DECIDUOUS TREES (8 FOOT - 10 FOOT) GROUP A	5.000 EA				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0520	621.546 DECIDUOUS SHRUBS (2 FOOT - 3 FOOT) GROUP A	11.000 EA				
0530	621.552 DECIDUOUS SHRUBS (3 FOOT - 4 FOOT) GROUP A	8.000 EA				
0540	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP			
0550	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	650.000 LF				
0560	629.05 HAND LABOR, STRAIGHT TIME	50.000 HR				
0570	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	30.000 HR				
0580	631.132 SMALL BULLDOZER (INCLUDING OPERATOR)	20.000 HR				
0590	631.14 GRADER (INCLUDING OPERATOR)	20.000 HR				
0600	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	20.000 HR				
0610	631.171 TRUCK - SMALL (INCLUDING OPERATOR)	30.000 HR				
0620	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	20.000 HR				

SCHEDULE OF ITEMS

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			DOLLARS	CTS	DOLLARS	CTS
0630	639.19 FIELD OFFICE TYPE B	1.000 EA				
0640	645.106 DEMOUNT REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	1.000 EA				
0650	645.108 DEMOUNT POLE	1.000 EA				
0660	645.116 REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	1.000 EA				
0670	645.118 REINSTALL POLE	1.000 EA				
0680	652.312 TYPE III BARRICADE	6.000 EA				
0690	652.33 DRUM	40.000 EA				
0700	652.34 CONE	75.000 EA				
0710	652.35 CONSTRUCTION SIGNS	524.000 SF				
0720	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	175.000 CD				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0730	652.38 FLAGGER	450.000 HR				
0740	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0750	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					.

SECTION 0002 OLD RIVER ROAD REHABILITATION

0760	307.32 FULL DEPTH RECYCLED PAVEMENT (UNTREATED MAINLINE TRAVELWAY)	8300.000 SY				
0770	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	690.000 T				
0780	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	6.000 T				
0790	403.213 HOT MIX ASPHALT 12.5 MM BASE	690.000 T				
0800	409.15 BITUMINOUS TACK COAT - APPLIED	210.000 G				
0810	652.35 CONSTRUCTION SIGNS	76.000 SF				

SCHEDULE OF ITEMS

REVISED:

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AC-BH-1670(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0820	652.38 FLAGGER	150.000				
		HR				
	SECTION 0002 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

_____ 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. **015095.00 & 016702.00**, for the **Charles River Bridge Replacement & Red Iron Bridge Removal** in the town of **Fryeburg**, County of **Oxford**, 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 PIN **015095.00** Work, except warranty work, on or before **November 20, 2010** and all PIN **016702.00** Work, except warranty work, on or before **June 15, 2011**. 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 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under 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 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 015095.00 Charles River Bridge Replacement & PIN 016702.00 Red Iron Bridge Removal**, 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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: 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

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.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **015095.00 & 016702.00**, for the **Charles River Bridge Replacement & Red Iron Bridge Removal** in the town of **Fryeburg**, County of **Oxford**, 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 PIN **015095.00** Work, except warranty work, on or before **November 20, 2010** and all PIN **016702.00** Work, except warranty work, on or before **June 15, 2011**. 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 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under 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.

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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 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 015095.00 Charles River Bridge Replacement & PIN 016702.00 Red Iron Bridge Removal**, 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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: 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)

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MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness