

December 3, 2009

Subject: Gulf of Maine Research Institute Pier Replacement
Amendment No. 2

Dear Bidders:

In the Bid Book, ADD attached Section "C-520 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR (STIPULATED PRICE)"

The following questions have been received:

1	<p>QUESTION: After review of the specification section 501.02 the pile coating product Scotchkote Fusion-Bonded Epoxy Coating 226N+ (green in color) - is it recommended to use on driven pile? How does 226N+ hold up under UV? Would Carboline Bitumastic 300M (black in color) be accepted instead? Please consider the following points: during pile driving coatings get scrapped and chipped and must be field repaired, in this case the field repair may be underwater. 300M can be repaired above the waterline or under with Carboline Splash Zone A-788 (also, black in color). There will be underwater patches on every pile that receives cathodic protection where the coating is scraped off to allow for the studs to be welded to the pile. Also, the aesthetics of a black coated pile patched with a black material looks better than a green pile patched with a black material.</p> <p>RESPONSE: Pile coating is to remain as specified in the Contract Documents.</p>
2	<p>QUESTION: The drawings call for a GA -PZ 50 anode with a 2" x 1/4" flat bar core. The manufacture states that the GA - PZ 50 comes with a 1" x 1/4" flatbar core and sticks out 3" on each end. The anode is 2" x 2" x 48". This would make it difficult to use a 2" core. The drawings also call for a 3/4" stud welded to the pile. Usually a 3/4" stud is used for anodes weighing more than 200 lbs. Would it be acceptable to use the 1" core/ flatbar and use 1/2" diameter studs welded to the pile?</p> <p>RESPONSE: 1"x1/4" flat bar core and 1/2" studs are acceptable</p>
3	<p>QUESTION: The drawings (sheet 11) states that only the piles outboard of the steel bulkhead will get anodes. Could you confirm this and confirm that the total number of anodes would be 51.</p> <p>RESPONSE: Yes, anodes are only located on piles outboard of the bulkhead. 51 piles will have anodes.</p>
4	<p>QUESTION: Can lifting and post-stressing hardware for precast units be galvanized rather than epoxy coated if they will have the minimum concrete cover requirements after the deck has been placed?</p> <p>RESPONSE: Yes</p>
5	<p>QUESTION: Can you advise us on the size and composition of the bearing pads under the precast dock planks? Thickness? Width? Durometer (if rubber)?</p>

	RESPONSE: Use a 70 durometer, 5/32" plain elastomeric bearing pad under the full bearing width of the plank.
6	QUESTION: Refer to sheet S6 (section A). What is the stirrup layout from the top and/or side view of the reinforcement detail for the precast deck plank? RESPONSE: Refer to attached sketch SK-1
7	QUESTION: Drawing E-2 describes the panelboard as being Square D. Must it be Square D or will other manufacturers be acceptable? i.e. GE, Cutler Hammer, etc. RESPONSE: Other manufacturers are acceptable as long as they meet the project specifications
8	QUESTION: A note on E-2 references Dwg E-3 for a trench detail. Is that drawing available? RESPONSE: See M1 for trench detail
9	QUESTION: Please clarify changes made to drawings M1, E1, & E2 in Amendment 1 RESPONSE: M1: added electrical and telco conduits to details 2 and 3. Added note and submittal requirement for utility support bracket. E1: Clarified removal of existing electrical and telco lines E2: Moved light pole on access trestle 30 ft

Sincerely,



Dan O'Connor, PE
Project Manager
Appledore Marine Engineering

**EJCDC
FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between _____

(Owner) and _____

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Mobilization
2. Demolition/removal for storage
3. Construct Pier
4. Demobilization

1.02 The term "Contract Documents" means and includes all documents listed in the Index for Contract Documents – Specifications and also includes the project Drawings.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Gulf of Maine Research Institute Pier
350 Commercial Street
Portland, ME 04101

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Appledore Marine Engineering, Inc.
600 State Street, Suite E
Portsmouth, New Hampshire 03801

(Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Final Completion and Final Payment

A. The Work will be completed, traffic ready, and ready for final payment by _____, 2010 in accordance with the General Conditions.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

A. \$_____, For all Work, equal to the prices stated in Contractor's Bid, attached hereto as an exhibit

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with Paragraph 14.02 of the General Conditions:

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

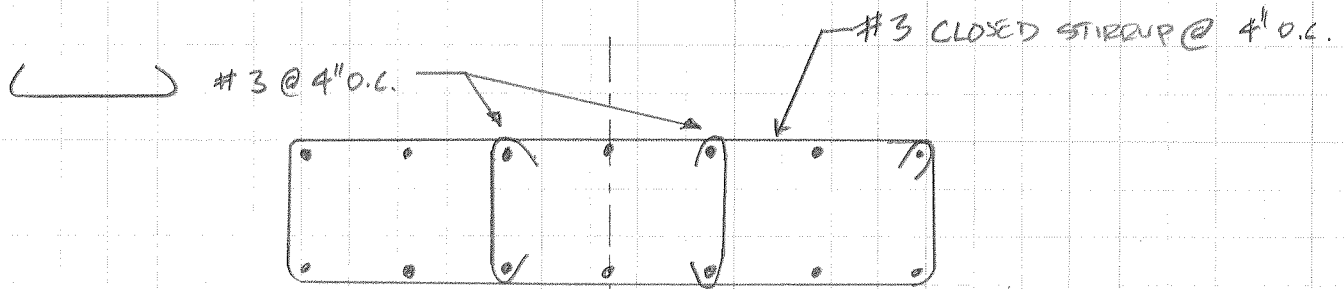
License No.: _____
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

AMENDMENT #2 - SKETCH 1

IN RESPONSE TO AMENDMENT #2 QUESTION #6,
THE FOLLOWING STIRRUP LAY OUT FOR THE DECK
PLANKS WOULD BE ACCEPTABLE:



OTHER ARRANGEMENTS PER ACI 315 WOULD ALSO
BE ACCEPTABLE.