



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

June 4, 2012
Subject: **Kittery**
Federal Project No: STP-1275(200)X
State WIN: 012752.00
Amendment No. 2

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (page 14) "NOTICE TO CONTRACTORS" below "Outline of Work" **ADD** the following in pen and ink; **"BASIS OF AWARD WILL BE SECTION 0001 ONLY"**

In the Bid Book (pages 17 thru 24) **REMOVE** the "SCHEDULE OF ITEMS" 8 pages dated 120511 and **REPLACE** with the attached new "SCHEDULE OF ITEMS" 8 pages dated 1200604.

In the Bid Book (pages 25 thru 32) **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD" 2 copies and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD" 2 copies

In the Bid Book after page 125, **ADD** the attached "SPECIAL PROVISION, SECTION 812, SEWER MANHOLE" 2 pages.

In the Plans, Sheet Number 4 of 19, "GENERAL NOTES", CHANGE note #27 to read as follows;

"27. COPY OF GEOTECHNICAL MEMORANDUM FOR TRAFFIC SIGNAL FOUNDATIONS AND A COPY OF THE PAVEMENT CORE DATA IS AVAILABLE FOR THIS PROJECT."

Make this change in pen and ink.

The following questions have been received:

Question: On sheet 3 of 19 there is a "Trench Detail" and a "Walker Street" detail which references the "Trench Detail". Is it the intent to pay for reconstruction of the sidewalk (pay items) on Walker Street only to the limit of 33" from the center line of the pipe or to pay for the full reconstruction of the sidewalk?



PRINTED ON RECYCLED PAPER

Response: Full reconstruction of the sidewalk along Walker St. was included in the appropriate items.

Question: Special Provision Section 105 – General Scope of Work – states “Two-way traffic will be maintained throughout this contract as directed”. Can two-way traffic be maintained utilizing flaggers and alternating on way or is it meant to preclude the use of alternating one way traffic control? Please note that this is of particular concern on Walker Street during the closed drainage system installation.

Response: The goal is to maintain two-way traffic at all times. If however conditions exists where two-way traffic cannot be accommodated, alternating one-way may be allowed with pre-approval from the Resident.

Question: Special Provision Section 104 – Utilities, Subsurface, Kittery Sewer Department references special provisions for Item 812.162 in association with adjusting sewer manholes to grade. We do not find item 812.162 in the schedule of items and we do not find a special provision for this item. Will the Department be adding item 812.162 to the schedule of items?

Response: Please see the attached Special Provision 812 with detail and the new Schedule of Items.

Question: Considering the extensive scope of utility work and their estimated working days to complete, would the Department consider extending the contract completion to May 31, 2013?

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

Question: Will one lane alternating traffic be allowed on Walker Street while drainage operations are underway?

Response: Yes, please see the above response.

Question: Item 608.09, Brick Sidewalk, I have been unable to find a detail. Is it just bricks on Agg. Base?

Response: No detail will be provided. Town of Kittery will provide pattern.

Question: Clarification on the number of catch basins/manholes on the bid schedule. Items 0150 to 0200 shows a total of 22 structures, the plans show a total of 13 structures.

Response: There are only a total of 13 catch basins, but as a result of the depths of some of the structures, additional units have been added so the total number of units is 22.

Question: How is saw cutting being paid?

Response: Saw cutting is incidental to item 203.20 Common Excavation.

Question: Does item 0260 (Reinforced Concrete Sidewalk) include payment for pavement removal, excavation to grade, and base gravel?

Response: No. Excavation is carried under item 203.20 Common Excavation and base gravel is carried under item 304.09 Aggregate Base Course- Crushed.

Question: Item 0350 (Curbing Removed and Stacked), where is the location for the curbing to be stacked?

Response: The curbing will be delivered to the Town of Kittery per a location they chose.

Question: The underdrain trench detail calls for gravels to be paid under the “aggregate sub base course gravel” bid item. The Schedule of items does not show this bid item, so how is this material to be paid?

Response: This is to be paid under item 304.09 Aggregate Base Course- Crushed.

Question: Is there boring information on the water mains within Walker Street? If so, where is this information located?

Response: No boring information for the water line is available. The Kittery Water District may be contacted for additional information.

Question: Is there invert elevations for bid item 0150 (catch basin A1-C) on sheet 5 of 19?

Response: Catch basin A1-C connects into an existing pipe. The intent is to hold the existing pipe elevations.

Question: The existing sewer manhole between the 60” and 96” manholes on sheet 8 of 19, is there rim and invert information detailing the depth of the main?

Response: The following are the pipe inverts for the sewer manhole between the 60" and 96" manhole on sheet 8 of 19: Invert South = 11.2 ft. +/-; Invert East = 14.3 ft. +/-; Invert North = 11.4 ft. +/- . Final inverts should be confirmed with the Kittery Sewer Department.

Question: The 48" ID manholes will not support pipe larger than 24" HDPE/RCP, how is this to be handled?

Response: There are no 48" ID manholes within the project proposed to support anything larger than a 24" pipe.

Question: For the 96" CB Type B1-C on sheet 6 of 19, what is the invert elevations for the 24" and 30" RCP?

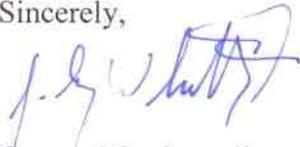
Response: The invert elevation for the 24" RCP for CB B1-C is intended to match the existing elevation. The invert for the 30" RCP is labeled on the plans along the pipes.

Question: Pipe elevations on the structures at the at the following road stations within Route 1: 40+27, 42+37, 44+39, and 45+46?

Response: All structures are existing catch basins and it is intended that final inverts match existing inverts.

Consider this change and information prior to submitting your bid on June 6, 2012.

Sincerely,


for George Macdougall
Contracts & Specifications Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012752.00

PROJECT(S): STP-1275(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	202.202 REMOVING PAVEMENT SURFACE	2000.000 SY				
0020	203.20 COMMON EXCAVATION	805.000 CY				
0030	203.21 ROCK EXCAVATION	20.000 CY				
0040	203.24 COMMON BORROW	10.000 CY				
0050	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	20.000 CY				
0060	304.09 AGGREGATE BASE COURSE - CRUSHED	975.000 CY				
0070	403.1021 TEXTURED ASPHALT PAVEMENT	140.000 SY				
0080	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	50.000 T				
0090	403.210 HOT MIX ASPHALT 9.5 MM	360.000 T				
0100	403.211 HOT MIX ASPHALT (SHIMMING)	240.000 T				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012752.00

PROJECT(S): STP-1275(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	275.000 T				
0120	409.15 BITUMINOUS TACK COAT - APPLIED	450.000 G				
0130	603.179 18 INCH CULVERT PIPE OPTION III	80.000 LF				
0140	603.205 30 INCH REINFORCED CONCRETE PIPE CLASS III	62.000 LF				
0150	604.072 CATCH BASIN TYPE A1-C	10.000 EA				
0160	604.076 60 INCH CATCH BASIN TYPE A1-C	2.000 EA				
0170	604.09 CATCH BASIN TYPE B1	4.000 EA				
0180	604.0957 96" CATCH BASIN TYPE B1-C	2.000 EA				
0190	604.153 60 INCH MANHOLE	2.000 EA				
0200	604.156 96 INCH MANHOLE	2.000 EA				
0210	604.16 ALTERING CATCH BASIN TO MANHOLES	2.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012752.00

PROJECT(S): STP-1275(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	604.163 ABANDONING CATCH BASIN	1.000 EA				
0230	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	5.000 EA				
0240	605.17 30 INCH UNDERDRAIN TYPE C	830.000 LF				
0250	606.363 GUARDRAIL REMOVE AND DISPOSE	180.000 LF				
0260	608.08 REINFORCED CONCRETE SIDEWALK	1050.000 SY				
0270	608.09 BRICK SIDEWALK	170.000 SY				
0280	608.26 CURB RAMP DETECTABLE WARNING FIELD	96.000 SF				
0290	609.11 VERTICAL CURB TYPE 1	125.000 LF				
0300	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	230.000 LF				
0310	609.237 TERMINAL CURB TYPE 1 - 7 FOOT	11.000 EA				
0320	609.2371 TERMINAL CURB TYPE 1- 7 FT - CIRCULAR	20.000 EA				

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	609.31 CURB TYPE 3	670.000 LF				
0340	609.38 RESET CURB TYPE 1	1460.000 LF				
0350	609.441 CURBING REMOVED AND STACKED	1170.000 LF				
0360	615.07 LOAM	75.000 CY				
0370	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	6.000 UN				
0380	619.1201 MULCH - PLAN QUANTITY	6.000 UN				
0390	626.11 PRECAST CONCRETE JUNCTION BOX	1.000 EA				
0400	626.22 NON-METALLIC CONDUIT	675.000 LF				
0410	626.31 18 INCH FOUNDATION	8.000 EA				
0420	626.331 36 INCH FOUNDATION	4.000 EA				
0430	626.35 CONTROLLER CABINET FOUNDATION	2.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012752.00

PROJECT(S): STP-1275(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	627.18 12 " SOLID WHITE PAVEMENT MARKING	180.000 LF				
0450	627.407 REFLECTORIZED PLASTIC WHITE OR YELLOW PAVEMENT MARKING	2150.000 SF				
0460	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	3659.000 LF				
0470	627.77 REMOVING PAVEMENT MARKINGS	125.000 SF				
0480	627.95 STREETPRINT DURATHERM PAVEMENT MARKING	2810.000 SF				
0490	629.05 HAND LABOR, STRAIGHT TIME	100.000 HR				
0500	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	10.000 HR				
0510	631.11 AIR TOOL (INCLUDING OPERATOR)	10.000 HR				
0520	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR				
0530	631.132 SMALL BULLDOZER (INCLUDING OPERATOR)	10.000 HR				
0540	631.14 GRADER (INCLUDING OPERATOR)	10.000 HR				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012752.00

PROJECT(S): STP-1275(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	10.000 HR				
0560	631.22 FRONT END LOADER (INCLUDING OPERATOR)	10.000 HR				
0570	639.18 FIELD OFFICE TYPE A	1.000 EA				
0580	643.71 TRAFFIC SIGNAL MODIFICATION US RTE.1 W/ GOVERNMENT ST.	LUMP	LUMP			
0590	643.71 TRAFFIC SIGNAL MODIFICATION US RTE.1 W/ WALKER ST.	LUMP	LUMP			
0600	643.83 VIDEO DETECTION SYSTEM	LUMP	LUMP			
0610	643.90 INTERCONNECT WIRE BETWEEN (12-STRAND - 1000')	LUMP	LUMP			
0620	643.91 MAST ARM POLE	4.000 EA				
0630	643.92 PEDESTAL POLE	8.000 EA				
0640	645.103 DEMOUNT GUIDE SIGN	6.000 EA				
0650	645.108 DEMOUNT POLE	6.000 EA				

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REVISED:

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0660	645.116 REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	EA 2.000				
0670	645.118 REINSTALL POLE	EA 2.000				
0680	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	SF 35.000				
0690	652.33 DRUM	EA 27.000				
0700	652.34 CONE	EA 30.000				
0710	652.35 CONSTRUCTION SIGNS	SF 390.000				
0720	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP			
0730	652.38 FLAGGER	HR 2500.000				
0740	652.381 TRAFFIC OFFICER	HR 240.000				
0750	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	EA 2.000				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012752.00

PROJECT(S): STP-1275(200)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0760	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0770	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					.

SECTION 0002 SEWER ITEMS

0780	812.162 ADJUSTING SEWER MANHOLE TO GRADE	EA	6.000			
	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. **12752.00**, for **Intersection Improvements** in the town of **Kittery**, County of **York**, 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 **November 30, 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 \$ _____

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 12752.00 - Intersection Improvements in the town of Kittery**, 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

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, 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:

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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 **November 30, 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 \$ _____

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 12752.00 - Intersection Improvements in the town of Kittery**, 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

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

SPECIAL PROVISION
SECTION 812
SEWER MANHOLE

Description This work shall consist of the installation and adjustment of manholes as indicated in the Bid Book, Plans, or as directed by the Resident.

Sewer Manhole shall consist of removing an existing manhole and replacing with a new manhole in accordance with Section 604 - Manholes, Inlets, and Catch Basins.

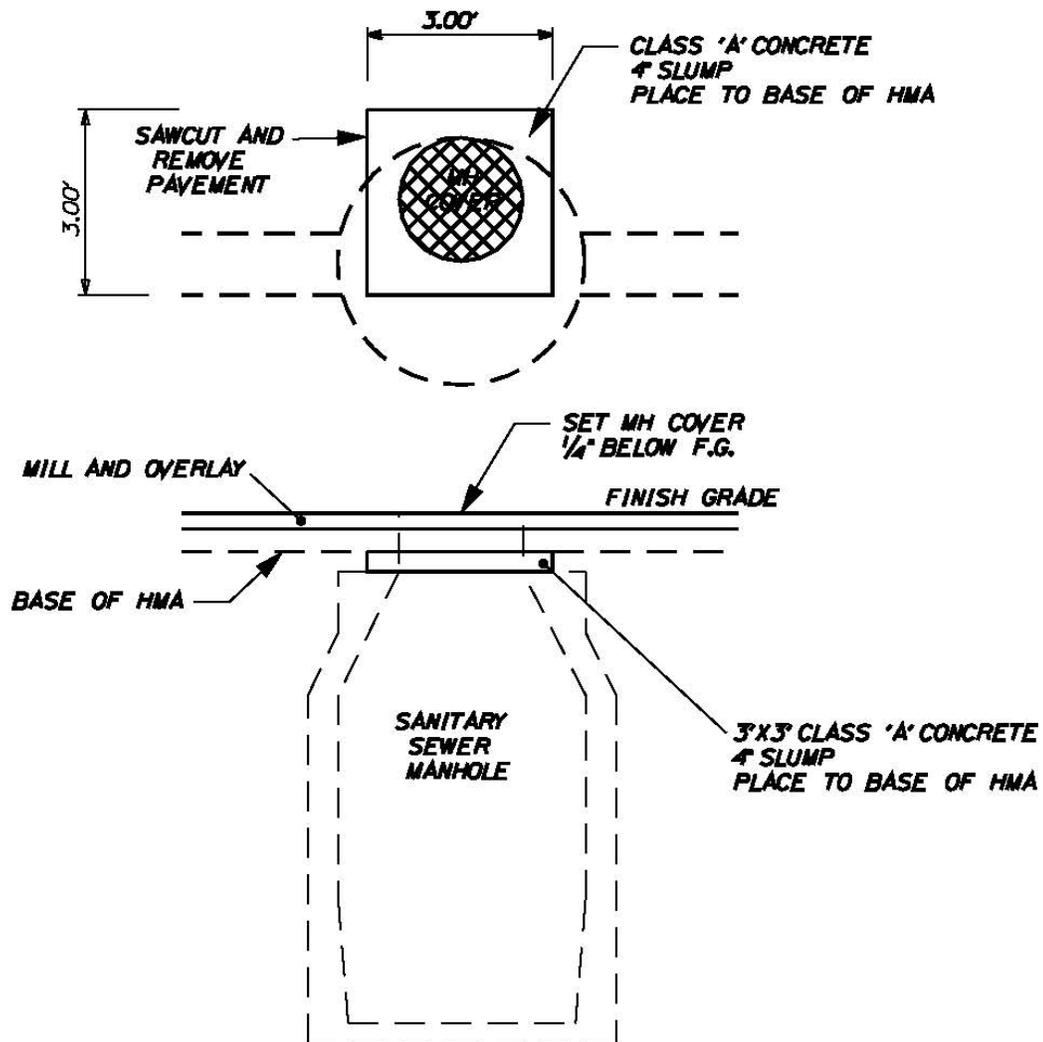
Adjust Sewer Manhole to Grade shall consist of adjusting a manhole to the required final grade, including any lowering and any other adjustments that may be necessary prior to setting the final grade and in accordance with this Section and Section 604 - Manholes, Inlets, and Catch Basins.

Hardware for attaching MH frames to cone sections shall consist of ¾” continuous threaded lagstuds, field cut to length, 2” diameter heavy duty flat washers, lock washers, and heavy duty hex lag nuts.

Concrete frame riser ring shall be reinforced with two #3 bar hoops per 4” of height. Manhole frame exterior shall have 9 gauge wire lifting hoops. All MH joints shall be water tight with approved sealant with minimum 1/8 thickness.

Rebuild Sewer Manhole shall consist of rebuilding and adjusting a sewer manhole in accordance with this Section and Section 604 - Manholes, Inlets, and Catch Basins

<u>Pay Item</u>	<u>Pay Unit</u>
812.06 Sewer Manhole	Each
812.162 Adjust Sewer Manhole to Grade	Each
812.164 Rebuild Sewer Manhole	Each



ADJUSTING SEWER MANHOLE TO GRADE

1. SAWCUT EXISTING PAVEMENT 3' X 3' AROUND SEWER MANHOLE AND REMOVE PAVEMENT.
2. REMOVE MANHOLE TOP AND REPLACE TEMPORARILY WITH $\frac{3}{16}$ " STEEL PLATE. BACKFILL WITH CRUSHED GRAVEL OR PAVEMENT GRINDINGS.
3. AFTER PAVEMENT SURFACE MILLING, RESET MANHOLE TOP WITH COVER AT $\frac{1}{4}$ " BELOW PAVEMENT FINISH GRADE.
4. PLACE 4 SLUMP CLASS 'A' CONCRETE AROUND MANHOLE TOP UP TO BOTTOM OF EXISTING PAVEMENT.
5. PAYMENT FOR CONCRETE AND PLACEMENT WILL BE INCIDENTAL TO ITEM 812.162.