



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

August 9, 2013
Subject: **Augusta**
Federal Project No: STP-4270(10)X
State WIN: 004270.10
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Documents;

In the Bid Book Volume 1 (pages 32 thru 39) **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD" 8 pages total (2 copies of 4 pages each) and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD" 8 pages (2 copies of 4 pages each).

In the Bid Book Volume 1 (page 82) **REMOVE** "SPECIAL PROVISION, SECTION 107, PROSECUTION AND PROGRESS, (Contract Time)" 1 page dated July 26th, 2013 and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, PROSECUTION AND PROGRESS, (Contract Time)" 1 page dated August 9th, 2013

The following questions have been received:

Question: It does not appear that a completion date of July 31, 2014 is realistic. If contract signing is mid-September, by the time the box culvert @ Rockwood Brook (105+25) is designed, shop drawings approved, and culvert is manufactured, the In-Water work window of Sept. 30th will have expired. Therefore, this work will have to be completed after July 15, 2014 leaving only 16 days to install the box culvert and complete the remaining contract work in this area. Will the Department consider extending the completion date?

Response: The Department has requested an In-water work window extension to November 15th, 2013.

Question: Will MDOT be performing a Global Stability Analysis for the retaining walls on this project?

Response: No for Wet Cast Small Landscape Block Wall, but yes for the box culvert extensions.



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Question: Does the state have a color preference for Line Item 1070 – SP #635.32 Wet Cast Small Landscape Block Wall – 2500 SF? There are 2 color choices, Kineo Ashe (light gray with brown accents) and Borestone Slate (dark grey with misc. accents). Knowing the color upfront will help the manufacturer assure adequate product availability.

Response: Borestone Slate (dark grey with misc. accents)

Question: Regarding the waterline and sewer work for the Augusta Utility District, will flagger time be paid for under item 652.38 or is it incidental to the Utility District items?

Response: Yes, flagging will be paid for under item 652.38.

Question: Special Provision 105, Limitations of Operations, Note #2 states “from 113+50 to 130+00 must be accomplished between 6:00 AM and 7:00 PM”. Should this be 6:00 PM to 7:00 AM?

Response: No, the area in question is day work only, except for paving operations.

Question: Will pavement and gravel replacement be paid for by their respective bid items in areas outside of the full construction?

Response: See General Note #55. Temporary pavement placed in approved areas will be paid under Item 461.131. Associated gravel for temporary traffic control will be paid under Item 203.25 Granular Borrow.

Question: Due to the complexity of the job with full roadway construction, utilities, sewer, water, drainage, limited work time windows, restricted lane use, and with paving all night in the fall trying to achieve temperatures, can the completion date be extended?

Response: Yes, new completion date, August 30, 2014.

Question: Section 104, Utilities, page 2 of 3 second paragraph; it mentions access points will be paid for under the appropriate bid items with proper material. What is considered proper material? If the access point requires a granular material for access where the finished area will be a different material will the access area still be paid for?

Response: Please see Special Provision, Section 104, page 2 of 3, paragraph 2.

Question: Page 73, General Notes states data suggesting petroleum contamination in two areas and the Contractor needing to provide appropriate health and safety measures. Will a HASP be required for this? If so, will a bid item be added?

Response: No.

Question: Item 635.32 Wet Cast Small Landscape Block Wall; will you please provide accepted manufactures for this item?

Response: See MaineDOT website for qualified products list for highway & traffic safety items.

Question: Item 525.25 Repointing Granite Masonry; could you please provide the estimated quantity for this item?

Response: The area of granite masonry to be repointed is dimensioned on Sheet S2 of the structural plans.

Question: Item 637.08 Calcium Chloride; where is this item intended to be used?

Response: For additional dust control as needed.

Question: Item 642.17 Cast-in-Place Concrete Steps. Are precast steps acceptable for this item?

Response: Yes.

Question: Could the new inbound lane be built behind concrete barrier?

Response: Yes.

Question: Will the department allow milling to be completed at night in the daytime work area from Station 113+50 to 130+00?

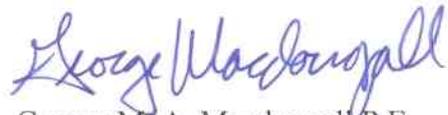
Response: Yes.

Question: Based on the number of subcontractors, the many technical aspects of the project, and the current 2 week advertisement, could the Department extend the bid date by one week to 8/21/13?

Response: No, the department feels that two weeks is an adequate amount of time for bidding this project.

Consider these changes and information prior to submitting your bid on August 14, 2013.

Sincerely,



George M. A. Macdougall P.E.
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

_____ 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. **4270.10**, for **Highway Reconstruction** in the city of **Augusta**, County of **Kennebec**, 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 **August 30, 2014**. 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 \$ _____

Section 0003 \$ _____

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 4270.10 - Highway Reconstruction in the city of Augusta**, 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

Section 0003

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

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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.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **August 30, 2014**. 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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Section 0001 \$ _____

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Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

D. 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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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
- Section 0003

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 107
PROSECUTION AND PROGRESS
(CONTRACT TIME)

1. The contractor will be allowed to commence work at any time, provided that all applicable plans required under this contract have been submitted and approved and pre-construction and pre-utility meetings have been held.
2. The completion date for this contract is August 30th, 2014.
3. For every calendar day not worked once operations commence, the contractor will be charged liquidated damages per standard specification 107.7.2 (excluding days lost to inclement weather).
4. The contractor will not be allowed to work Saturdays or any Holidays listed under Standard Specification 101.2 – Definitions – Holidays (page 1-10). Sunday work will be allowed.
5. All work schedule changes must be submitted for approval to the Department a minimum of 72 hours before the work is accomplished.