



Paul R. LePage  
GOVERNOR

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

David Bernhardt  
COMMISSIONER

October 22, 2014  
Subject: **Bridge replacement**  
State WIN: 016755.00  
Location: **Thomaston**  
**Amendment No. 2**

Dear Sir/Ms:

Make the following change to the Bid Documents:

In the Bid Book, **REMOVE** "Proposal Schedule of Items" pages 16 thru 23, dated 10/6/2014 and **REPLACE** with the attached new "Proposal Schedule of Items", pages 1 thru 9 dated 10/21/2014.

In the Bid Book (pages 24 thru 31) **REMOVE** "CONTRACT AGREEMENT, OFFER & AWARD" 8 pages and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD", 8 pages. dated October 21, 2014

In the Bid Book (page 65) **REMOVE** "SPECIAL PROVISION, SECTION 107, TIME (completion date)" 1 page dated August 26, 2014 and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, (Completion Date & Supplemental Liquidated Damages)" 1 page dated October 20, 2014.

In the Bid Book (page 130) **REMOVE** "SPECIAL PROVISION, SECTION 502, STRUCTURAL CONCRETE (Precast Deck Panels)" 1 page dated March 8, 2004 and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 502, (Precast Deck Panels)" 1 page dated October 21, 2014.

In the Bid Book (pages 199 thru 204) **REMOVE** "SPECIAL PROVISION, SECTION 910, SPECIAL WORK – UTILITY CONDUIT SYSTEM" 8 pages dated September, 2014.

In the plans on Sheet 2 of 66 under the "Estimated Quantities", Item "910.301 – Special Work – Town of Thomaston Sewer" should be **REPLACED** with "**830.13 – Sewer Main Bridge Crossing Town of Thomaston**". Make this change in pen and ink.



PRINTED ON RECYCLED PAPER

The following questions have been received:

**Question:** Following up on question # 1 on Amendment No. 1 we agree that there is not enough time to perform all in water work with in the allowed, In-Water work window, November 9<sup>th</sup> to March 15<sup>th</sup>. It is irresponsible of the Maine Department of Transportation to respond by saying in summary, deal with it. Materials need to be ordered and fabricated, piles coated, which have proven to pose potential problems. There are three piers to construct, Abutment No. 2 cofferdam and abutment to construct, riprap to be installed, and all access that may or may not involve in water work.

We request that MDOT either extends the In-Water window, contract schedule, or Redesign Bridge to minimize In-Water work.

**Response:** Please refer to aforementioned changes to Bid Documents.

**Question:** The specifications include special provisions for Special Work – Utility Conduit System for both Central Maine Power and Tel/Com. Please confirm this work is not to be included in bid item 910.301 and that this work is not required to be performed in this contract.

**Response:** Power, Telephone and Cable will not be attached to the bridge. Please refer to aforementioned changes to Bid Documents.

**Question:** We have reviewed bid amendment No. 1 regarding in water work restrictions and bridge opening requirements and feel this issue needs additional consideration. If, come March 15<sup>th</sup>, there is still cofferdam material and pile driving template material in place in the water will the department allow removal of this material after March 15<sup>th</sup>?

**Response:** Removing cofferdam and pile driving template material is considered instream work and will not be allowed outside of the work window.

**Question:** In the plans on page 46 of 66 there is shown a pier elevation with (2) pile driven open ended with rock anchors and (3) pile driven closed with conical tips. Note 4 says pier 1 pile shall be driven open ended and doesn't specify if this note is for all of the pier 1 pile or just the pier 1 pile with rock anchors. Are all pier 1 pile to be driven open ended? Are only (2) rock anchors required for the project or at every pile at pier 1.

**Response:** The intention of the detail is that ALL piling at pier # 1 be driven open ended, and ALL piling at pier #1 receive a rock anchor, and that ALL piling at Piers #2 and #3 be driven with a conical pile tip and no rock anchors are required on the piling at piers #2 & #3.

**Question:** Precast Deck Panels are incidental to Pay Item 502.26, There is no 502.26.

**Response:** Please refer to aforementioned changes to Bid Documents.

Consider these changes and information prior to submitting your bid on **October 29, 2014.**

Sincerely,



George M. A. Macdougall P.E.  
Contracts & Specifications Engineer

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 016755.00

Project(s): 016755.00

SECTION: 1 COMMON ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.08 REMOVING BUILDING NO.: 1	LUMP SUM	LUMP	SUM	_____	_____
0020	202.08 REMOVING BUILDING NO.: 2	LUMP SUM	LUMP	SUM	_____	_____
0030	202.15 REMOVING MANHOLE OR CATCH BASIN	7.000 EA	_____	_____	_____	_____
0040	202.19 REMOVING EXISTING BRIDGE	LUMP SUM	LUMP	SUM	_____	_____
0050	202.26 TRANSPORTING & DISPOSING OF FUEL TANKS AND ACCES	LUMP SUM	LUMP	SUM	_____	_____
0060	203.20 COMMON EXCAVATION	4,600.000 CY	_____	_____	_____	_____
0070	203.21 ROCK EXCAVATION	50.000 CY	_____	_____	_____	_____
0080	203.2312 HEALTH AND SAFETY PLAN	LUMP SUM	LUMP	SUM	_____	_____
0090	203.2318 DISPOSAL OF SPECIAL WASTE	460.000 T	_____	_____	_____	_____
0100	203.2333 DISPOSAL OF SPECIAL EXCAVATION	40.000 T	_____	_____	_____	_____
0110	203.24 COMMON BORROW	1,600.000 CY	_____	_____	_____	_____
0120	203.25 GRANULAR BORROW	540.000 CY	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 016755.00

Project(s): 016755.00

SECTION: 1 COMMON ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	50.000 CY	_____	 _____	_____	 _____
0140	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	3,900.000 CY	_____	 _____	_____	 _____
0150	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	480.000 T	_____	 _____	_____	 _____
0160	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	130.000 T	_____	 _____	_____	 _____
0170	403.213 HOT MIX ASPHALT 12.5 MM BASE	720.000 T	_____	 _____	_____	 _____
0180	409.15 BITUMINOUS TACK COAT - APPLIED	420.000 G	_____	 _____	_____	 _____
0190	501.231 DYNAMIC LOADING TEST	8.000 EA	_____	 _____	_____	 _____
0200	501.54 STEEL H-BEAM PILES 117 LBS/FT, DELIVERED	430.000 LF	_____	 _____	_____	 _____
0210	501.541 STEEL H-BEAM PILES 117 LBS/FT, IN PLACE	430.000 LF	_____	 _____	_____	 _____
0220	501.70 STEEL PIPE PILES, DELIVERED 24" DIAMETER	810.000 LF	_____	 _____	_____	 _____
0230	501.701 STEEL PIPE PILES, IN PLACE 24" DIAMETER	810.000 LF	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 016755.00

Project(s): 016755.00

SECTION: 1 COMMON ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	501.90 PILE TIPS PIPE PILE	15.000 EA	_____	 _____	_____	 _____
0250	501.903 PILE TIPS - ROCK INJECTOR POINT H-PILE	12.000 EA	_____	 _____	_____	 _____
0260	501.91 PILE SPLICES H PILE	12.000 EA	_____	 _____	_____	 _____
0270	501.91 PILE SPLICES PIPE PILE	5.000 EA	_____	 _____	_____	 _____
0280	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP SUM		LUMP SUM	_____	 _____
0290	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP SUM		LUMP SUM	_____	 _____
0300	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM		LUMP SUM	_____	 _____
0310	502.25 STRUCTURAL CONCRETE SUPERSTRUCTURE SLABS	LUMP SUM		LUMP SUM	_____	 _____
0320	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP SUM		LUMP SUM	_____	 _____
0330	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM		LUMP SUM	_____	 _____
0340	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	28,000.000 LB	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 016755.00

Project(s): 016755.00

SECTION: 1 COMMON ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	503.13 REINFORCING STEEL, PLACING	28,000.000 LB	_____	 _____	_____	 _____
0360	504.905 ROCK ANCHORS	LUMP SUM	LUMP	 SUM	_____	 _____
0370	506.9105 POLYUREA ELASTOMER COATING	LUMP SUM	LUMP	 SUM	_____	 _____
0380	507.0821 STEEL BRIDGE RAILING, 3 BAR	LUMP SUM	LUMP	 SUM	_____	 _____
0390	507.0831 STEEL BRIDGE RAILING, 4 BAR	LUMP SUM	LUMP	 SUM	_____	 _____
0400	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP SUM	LUMP	 SUM	_____	 _____
0410	509.70 COMPOSITE BEAM	LUMP SUM	LUMP	 SUM	_____	 _____
0420	511.07 COFFERDAM: ABUTMENT NO.2	LUMP SUM	LUMP	 SUM	_____	 _____
0430	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA	_____	 _____	_____	 _____
0440	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP	 SUM	_____	 _____
0450	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP SUM	LUMP	 SUM	_____	 _____
0460	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 016755.00

Project(s): 016755.00

SECTION: 1 COMMON ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0470	530.30 GLASS FIBER REINFORCING POLYMER FABRICATED & DELIVERED	70,200.000 LF	_____	 _____	_____	 _____
0480	530.31 GLASS FIBER REINFORCING POLYMER PLACING	70,200.000 LF	_____	 _____	_____	 _____
0490	603.179 18 INCH CULVERT PIPE OPTION III	368.000 LF	_____	 _____	_____	 _____
0500	604.072 CATCH BASIN TYPE A1-C	13.000 EA	_____	 _____	_____	 _____
0510	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	8.000 EA	_____	 _____	_____	 _____
0520	605.11 12 INCH UNDERDRAIN TYPE C	1,010.000 LF	_____	 _____	_____	 _____
0530	606.1721 BRIDGE TRANSITION - TYPE 1	4.000 EA	_____	 _____	_____	 _____
0540	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	260.000 LF	_____	 _____	_____	 _____
0550	606.231 GUARDRAIL TYPE 3C - 15 FOOT RADIUS AND LESS	50.000 LF	_____	 _____	_____	 _____
0560	606.232 GUARDRAIL TYPE 3C - OVER 15 FOOT RADIUS	50.000 LF	_____	 _____	_____	 _____
0570	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	3.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 016755.00

Project(s): 016755.00

SECTION: 1 COMMON ITEMS

Alt Set ID:

Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0580	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	10.000 EA	_____	 _____	_____	 _____
0590	606.79 GUARDRAIL 350 FLARED TERMINAL	2.000 EA	_____	 _____	_____	 _____
0600	609.31 CURB TYPE 3	1,900.000 LF	_____	 _____	_____	 _____
0610	610.08 PLAIN RIPRAP	1,600.000 CY	_____	 _____	_____	 _____
0620	610.18 STONE DITCH PROTECTION	70.000 CY	_____	 _____	_____	 _____
0630	613.319 EROSION CONTROL BLANKET	140.000 SY	_____	 _____	_____	 _____
0640	615.07 LOAM	130.000 CY	_____	 _____	_____	 _____
0650	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	21.000 UN	_____	 _____	_____	 _____
0660	619.1201 MULCH - PLAN QUANTITY	21.000 UN	_____	 _____	_____	 _____
0670	619.1401 EROSION CONTROL MIX	460.000 CY	_____	 _____	_____	 _____
0680	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	4,510.000 LF	_____	 _____	_____	 _____
0690	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	900.000 SF	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 016755.00

Project(s): 016755.00

SECTION: 1 COMMON ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0700	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR	_____	 _____	_____	 _____
0710	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	40.000 HR	_____	 _____	_____	 _____
0720	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR )	40.000 HR	_____	 _____	_____	 _____
0730	631.171 TRUCK - SMALL (INCLUDING OPERATOR)	40.000 HR	_____	 _____	_____	 _____
0740	639.18 FIELD OFFICE TYPE A	1.000 EA	_____	 _____	_____	 _____
0750	645.116 REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	5.000 EA	_____	 _____	_____	 _____
0760	652.31 TYPE I BARRICADE	6.000 EA	_____	 _____	_____	 _____
0770	652.312 TYPE III BARRICADE	4.000 EA	_____	 _____	_____	 _____
0780	652.33 DRUM	20.000 EA	_____	 _____	_____	 _____
0790	652.34 CONE	40.000 EA	_____	 _____	_____	 _____
0800	652.35 CONSTRUCTION SIGNS	500.000 SF	_____	 _____	_____	 _____
0810	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM	_____	 LUMP SUM	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 016755.00 Project(s): 016755.00

SECTION: 1 COMMON ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0820	652.38 FLAGGER	300.000 HR	_____	 _____	_____	 _____
0830	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	 SUM	_____	 _____
0840	659.10 MOBILIZATION	LUMP SUM	LUMP	 SUM	_____	 _____
0850	660.21 ON-THE-JOB TRAINING (BID)	1,000.000 HR	_____	 _____	_____	 _____
0860	830.13 SEWER MAIN BRIDGE CROSSING TOWN OF THOMASTON	LUMP SUM	LUMP	 SUM	_____	 _____
<b>Section: 1</b>			<b>Total:</b>		_____	 _____
			<b>Total Bid:</b>		_____	 _____

**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, WIN **016755.00**, for the **Wadsworth Street Bridge Replacement** in the town of **Thomaston**, County of **Knox**, 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 **June 3, 2017**. 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: **WIN 016755.00 Wadsworth Street Bridge Replacement plus other incidental work**, 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_

Witness

Thomaston  
WIN 16755.00  
October 20, 2014

SPECIAL PROVISION  
SECTION 107  
TIME

(Completion Date & Supplemental Liquidated Damages)

107.1 Contract Completion Date: Add the following to this section

The new bridge and roadway (Wadsworth Street) shall be substantially complete and open to unrestricted traffic on, or before, October 22, 2016. Substantially complete and open to traffic is defined as 2 (two) lanes having the following completed: Bridge membrane, base and wearing courses of pavement, sidewalk, bridge rails and bridge rail transitions. Liquidated damages in the amount of \$1,000.00 per Calendar Day shall be assessed for every day beyond October 22, 2016 that the new bridge and roadway are not substantially complete and open to traffic. These liquidated damages shall be in addition to the liquidated damages specified in section 107 of the standard specifications.

Exception to the above requirements: Alternating one-way traffic shall be allowed when the contractor is working to facilitate completion of the activities required to remove the existing bridge and complete the work on the side roads and entrances to Wadsworth Street once the existing bridge has been removed, or as otherwise allowed by the Resident.

The Specified Contract Completion Date is June 3, 2017.

**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, WIN **016755.00**, for the **Wadsworth Street Bridge Replacement** in the town of **Thomaston**, County of **Knox**, 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 **June 3, 2017**. 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: **WIN 016755.00 Wadsworth Street Bridge Replacement plus other incidental work**, 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_

Witness

**SPECIAL PROVISION**  
**SECTION 502**  
**STRUCTURAL CONCRETE**  
 (Precast Deck Panels)

Description This work shall consist of casting, furnishing, and erecting prestressed structural concrete deck panels (hereafter called “precast deck panels”) and all related materials as an optional stay-in-place forming system in accordance with the contract plans and specifications.

Construction Precast Deck Panels shall comply with Section 535 – Precast, Prestressed Concrete Superstructure.

Precast deck panels shall be manufactured in conformity with the following tolerances:

Depth of slab	- 3 mm, + 6 mm [-1/8 in, + 1/4 in]
Width of slab	-0, + 6 mm [-0, + 1/4 in]
Length of slab	± 6 mm [± 1/4 in]
Horizontal alignment	6 mm [1/4 in] (deviation from line parallel to centerline)
Squareness	13 mm [1/2 in] max. Difference in diagonal meas.
Vertical Position of Strand group	+0, - 6 mm [+0, -1/4 in] Meas. from bottom of slab
Vertical position of individual strands	± 6 mm [± 1/4 in]
Horizontal strand position	± 13 mm [± 1/2 in]
Strand Projection	-6mm, +19 mm [- 1/4 in, + 3/4 in]
Bowing	± 6 mm [± 1/4 in]
Threaded jack inserts	± 6 mm [± 1/4 in] longitudinally and transversely

Basis of Payment All work will be considered incidental to and included in Pay Item 502.25 Structural Concrete Superstructure Slabs. Payment shall include full compensation for all materials wholly or partly in the precast deck panels and related materials or work required for the panel erected as shown on the plans. Related materials and work will include, but not limited to furnishing and installing temporary supports, including adhesive and grout bedding, reinforcing steel, welded wire fabric and cast-in-place concrete.