

**PLATE PIPE ARCH**  
**MATERIALS**  
**POWNAL**  
**WIN 20264.00**

**2014**

# **STATE PROJECT**

## BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
  - a. A copy of the Notice to Contractors
  - b. the completed Acknowledgement of Bid Amendments form
  - c. the completed Schedule of Items in Appendix A
  - d. two (2) copies of the completed and signed Contract to Purchase Supplies, Materials and/or Equipment for a Specific Project form
  - e. The completed Contractor Information Sheet
  - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
  - Bid Enclosed - Do Not Open
  - Title:
  - Town:
  - Date of Bid Opening:
  - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

- Double Envelope: Bid Enclosed
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/mainedotdirections.htm>. If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

# NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or David Venner at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at [patrick.corum@maine.gov](mailto:patrick.corum@maine.gov) , Rebecca Snowden at [rebecca.snowden@maine.gov](mailto:rebecca.snowden@maine.gov) or Diane Barnes at [diane.barnes@maine.gov](mailto:diane.barnes@maine.gov).

# NOTICE

## Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.



### **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Vendor Customer Number:** \_\_\_\_\_

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

**Other:** \_\_\_\_\_

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Name and Title Printed)**

STATE OF MAINE DEPARTMENT OF TRANSPORTATION  
NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Plate Pipe Arch in the town of POWNAL" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on July 23, 2014 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: WIN 20264.00

Location: In Cumberland County, project is located in Pownal on Allen Road

Outline of Work: Furnish and deliver plate pipe arch and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to Gail Iler at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Scarborough. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

**There will be no bid bonds, performance bonds or payment bond required.**

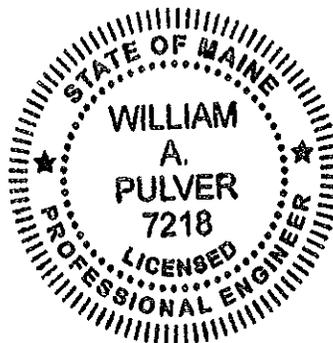
Each Bid must be made upon blank forms provided by the.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine  
July 2, 2014



WILLIAM A. PULVER  
DIRECTOR  
BUREAU OF PROJECT DEVELOPMENT

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of authorized representative

\_\_\_\_\_ (Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT  
FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ ("Contractor"), a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_, and a mailing address of \_\_\_\_\_ and a telephone number as follows:\_\_\_\_\_.

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

**A. Deliverables.**

The Contractor agrees to provide the Materials known as **Steel Structural Plate Pipe Arch**, more specifically described in Appendix A for use in MaineDOT Project No. **Pownal WIN 20264.00** (the "Project").

**B. Time.**

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials **on or before August 11, 2014**. This Contract expires on **December 31, 2014**.

**C. Bid Price.**

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

**D. Contract Documents.**

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials
- Standard Specifications, Revision of December 2002,
- Supplemental Specifications and Special Provisions

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT  
FOR A SPECIFIC PROJECT

**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 Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Dated: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

(Name and Title Printed)

**F. Award.**

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$\_\_\_\_\_ under the terms and conditions set forth above.

Dated: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_

\_\_\_\_\_

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT  
FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ ("Contractor"), a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_, and a mailing address of \_\_\_\_\_ and a telephone number as follows:\_\_\_\_\_.

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

**A. Deliverables.**

The Contractor agrees to provide the Materials known as **Steel Structural Plate Pipe Arch**, more specifically described in Appendix A for use in MaineDOT Project No. **Pownal WIN 20264.00** (the "Project").

**B. Time.**

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials **on or before August 11, 2014**. This Contract expires on **December 31, 2014**.

**C. Bid Price.**

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

**D. Contract Documents.**

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials
- Standard Specifications, Revision of December 2002,
- Supplemental Specifications and Special Provisions

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT  
FOR A SPECIFIC PROJECT

**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 Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Dated: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

(Name and Title Printed)

**F. Award.**

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$\_\_\_\_\_ under the terms and conditions set forth above.

Dated: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_

\_\_\_\_\_

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR  
EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the "Contract") is entered into between the Maine Department of Transportation ("Department" or "MaineDOT") with its principal office located at Child Street, Augusta, Maine, and a mailing address of 16 State House Station, Augusta, Maine 04333-0016, and CONTRACTOR ABC INC ("Contractor"), a corporation or other legal entity organized under the laws of the State of MAINE with its principal place of business located at ABC STREET, ABC, Maine 00000, and a mailing address of ABC STREET, ABC, MAINE and a telephone number as follows: 207-999-9999.

The Vendor Customer Number of the Contractor is VC9999999999.

MaineDOT, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. The terms and conditions of the purchase of the Materials are set forth below:

**A. Deliverables.**

The Contractor agrees to provide the Materials known as SOMETHING, more specifically described in Appendix A for use in MaineDOT Project No. 99999.00 SOME TOWN, (the "Project").

**B. Time.**

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials on or before SOME DAY, 20XX. This Contract expires on DECEMBER 31, 20XX.

**C. Bid Price.**

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below

**D. Contract Documents.**

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

- Appendix A--Description of Materials, Supplies, Equipment and Bid Price
- Appendix B--Special Provisions for Purchase of Project Materials

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR  
EQUIPMENT FOR A SPECIFIC PROJECT

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

**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 Appendix B are accurate as of the date of this Contract.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Dated: (Date Here)

**CONTRACTOR**

(Sign Here)

\_\_\_\_\_  
(Print Name Here)

\_\_\_\_\_  
(Name and Title Printed)

**F. Award.**

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$\_\_\_\_\_ under the terms and conditions set forth above.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR  
EQUIPMENT FOR A SPECIFIC PROJECT

Dated: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
\_\_\_\_\_

(Name and Title Printed)

SAMPLE

**APPENDIX A**  
**Description of Materials, Supplies, Equipment and Bid Price**

Contractor \_\_\_\_\_

**SCHEDULE OF ITEMS**

Price

Item Description	Approx. Quantity and Units	Unit Price	Bid Amount
<b>509.12 Steel Structural Plate Pipe Arch. 9.5'R x 13.5'S-Manufacture and deliver. See attached plan views and cross section.</b>	<b>1 LS</b>	\$	\$
<b>509.12 Steel Structural Plate Pipe Arch. 9.5'R x 13.5'S-On-Site Assembly</b>	<b>1 LS</b>	\$	\$
<b>TOTAL</b>			\$

Description: The Contractor shall furnish, deliver and assemble the materials listed in the Schedule of Items in this Appendix in accordance with the contract documents. The structure must meet the requirements of this Contract, the Plans, the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 including, but not limited to Section 707.09 – Steel Structural Plate Pipe, Pipe Arches, Arches Box Culverts, Fasteners and Arches and Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, and Special Provisions including, but not limited to Special Provision, Section 509, Structural Plate Pipes, Pipe Arches, Arches And Metal Box Culverts, Design, Manufacture, Furnish and On-Site Assembly.

Delivery: The materials shall be ready for delivery on or before August 11, 2014. The actual delivery date of the materials shall be determined by the project schedule and coordinated with the Department. The Contractor shall deliver the materials to the project site. The Contractor shall notify MaineDOT, Ryan Hodgman, Region 1 Construction Manager at 207-592-7382 a minimum of 7 days prior to delivery. The Contractor shall deliver the materials only during the following times: Monday through Thursday, 6:00 AM through 4:30 PM, except deliveries may not be made on holidays. The Department will off-load the materials at the delivery site. The materials are to be delivered to the project on Allen Road in the town of Pownal, Maine.

Contract Administrator: The contract administrator for this contract will be:

Name: Ryan Hodgman  
 Title: Construction Manager  
 Address: Maine Department of Transportation  
PO Box 358, Scarborough, ME 04070

Invoices and Payments: The Contractor shall submit an itemized bill to the Department for materials following delivery for approval and payment. At a minimum, invoices shall include the following information:

Contractor name, address & Contract Number  
 Invoice Date & Number  
 Dates of Delivery

The Department will pay based upon the materials delivered at the prices bid and the invoices approved. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to supply the materials under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work. The Department may withhold payments claimed by the Contractor on account of incomplete or incorrect invoices or materials that are defective or not in conformance with the contract.

Conformity with Standards: Unless otherwise provided in the contract, all materials shall conform to the following standards, as applicable.

- A. MDOT
- B. AASHTO
- C. ASTM
- D. AREMA
- E. Standard conditions and special conditions contained in any permit
- F. Manual on Uniform Traffic Control Devices (MUTCD)
- G. American with Disabilities Act (ADA)

Material Quality: Materials and manufactured products shall be new unless otherwise specified, free from defect, and in conformity with the contract. If there is no applicable standard set forth in this Contract for a particular item, then the item shall be in accordance with industry standards prevailing at the time of bid. The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time.

SPECIAL PROVISION  
SECTION 509  
STRUCTURAL PLATE PIPES, PIPE ARCHES, ARCHES AND METAL BOX CULVERTS  
(Design, Manufacture, Furnish and On-Site Assembly)

509.01 Description. This work shall consist of designing, furnishing, delivering and assembling a steel structural plate pipe arch in accordance with these specifications and in reasonably close conformity with the lines and grades shown in the Contract Documents.

509.03 Fabrication. **Paragraph 4 of section 509.03 of the standard specification is deleted and replaced with the following: The Contractor shall design the structural plate pipes, pipe arches, arches and metal box culverts in accordance with the latest edition of AASHTO LRFD Bridge Design Specifications. The design live load shall be as follows: \*modified HL-93 Strength I for LRFD method. \*(modify HL-93 by increasing all wheel loads by a factor of 1.25).**

The plate thickness for structural plate pipes and pipe arches shall be designed based on one of the following two design cases:

Case 1 - The minimum plate thickness based on AASHTO LRFD design requirements shall be increased a minimum of two gage thicknesses.

Case 2 - The minimum plate thickness based on AASHTO LRFD design requirements plus additional thickness based on the following corrosion rates and abrasion rates based on a minimum 50 year design life:

Corrosion rate: Use a constant corrosion rate of 0.005 inches/year

Abrasion rate: The rate of abrasion is based on the water velocity with a Q2 flow. Unless noted otherwise on the plans, a level 2 low abrasion rate shall be used.

Level 1: Non-abrasive – No bed load.  
No abrasion.

Level 2: Low abrasion – Minor bed loads of sand and gravel with velocities of 5 ft/sec or less. Use an abrasion rate of 0.005 inches/year.

Level 3: Moderate Abrasion – Bed loads of sand and gravel with velocities between 5 and 15 ft/sec. Use an abrasion rate of 0.001 inches/year.

Level 4: Severe Abrasion-Heavy bed loads of gravel and rock with velocities exceeding 15 ft/sec. Use an abrasion rate of 0.0015 inches/year.

The final steel structural plate thickness used shall be the larger value of case 1 and/or case 2 or 0.200 inch.

The Contractor shall submit design calculations that include thickness calculations and shop drawings for the structural plate pipes, pipe arches, arches and metal box to the Department for approval. A Registered Professional Engineer shall sign and seal all design calculations and drawings. The Contractor shall prepare and submit Shop Drawings, erection/assembly diagrams, or other necessary Working Drawings in accordance with Section 100 of the Standard Specifications. These drawings will be reviewed and approved in accordance with the applicable requirements of Section 100. Drawings shall conform to Section 105.7 - Working Drawings.

End plates shall be neatly cut to the skew and slope shown on the Plans. Burnt edges shall be free of oxide and burrs and be completely galvanized. Special plates and part plates shall be legibly marked to correspond to markings on an erection/assembly diagram, which shall be furnished by the Contractor. All bolts used on the structure are to be made from steel and completely galvanized.

509.12 Basis of Payment. The accepted structure will be paid for at the respective Contract lump sum price, which price shall include full compensation for design and engineering of proposed structures; the horizontal end reinforcing ribs for steel structural plate pipe and pipe arches; the headwalls, wingwalls, toewalls, full metal invert and/or footing pads for metal box culverts; anchor bolts imbedded in concrete; the receiving channels for metal box culverts on concrete substructures; and all incidental items required to complete the work, including bolts and the calibrated torque wrench for use by the Department.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
509.12	Steel Structural Plate Pipe Arch-Furnish and Delivery	LS
509.12	Steel Structural Plate Pipe Arch-On-Site Assembly	LS

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION



**POWNAI**  
CUMBERLAND COUNTY  
ALLEN ROAD  
OVER PISSGAH BROOK

**20264.00**  
PROJECT LENGTH : 0.01MILES  
BRIDGE NUMBER: 0305

**HYDROLOGY DATA**

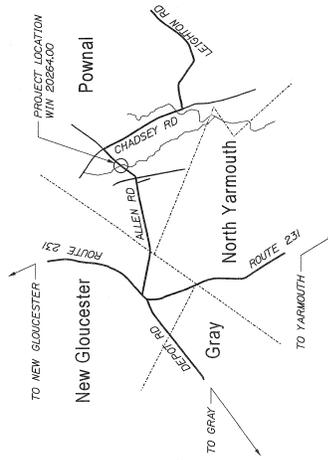
Drainage Area	2.32 sq mi
Design Discharge (Q50)	456.6 cfs
Check Discharge (Q100)	541.6 cfs
Headwater Elevation (O1.1)	1.6 ft
Headwater Elevation (Q10)	5.0 ft
Headwater Elevation (Q50)	9.2 ft
Headwater Elevation (Q100)	9.2 ft
Discharge Velocity (Q1.1)	3.7 fps
Discharge Velocity (Q50)	9.2 fps
Discharge Velocity (Q100)	11.7 fps

**TRAFFIC DATA**

Current (2014) AADT	1870
Design Speed (mph)	35
Functional Class	Major Collector
Highway Priority	4

**INDEX OF SHEETS**

Description	Sheet No.
Title Sheet	1
Plan / Layout	2
Cross - Section	3



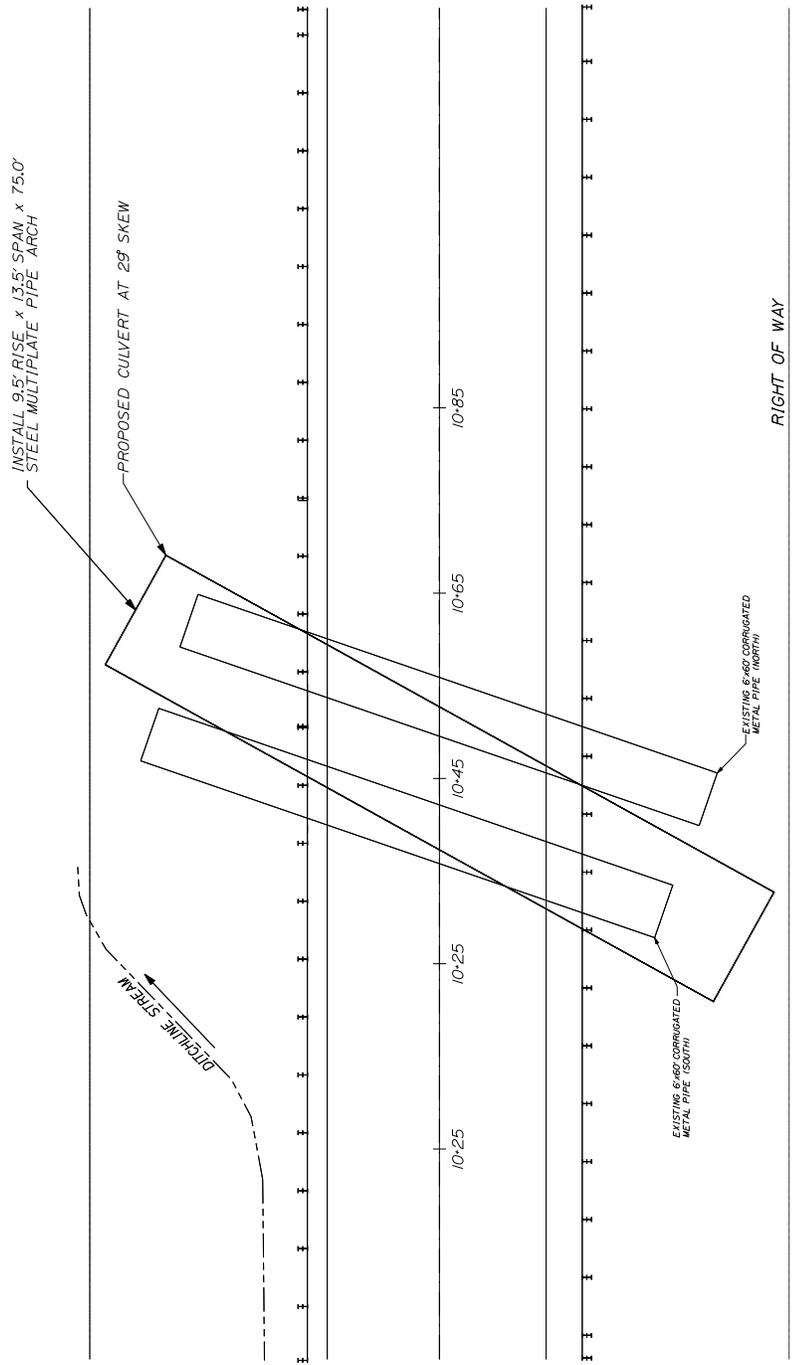
<b>PROJECT LOCATION:</b>	Allen Road in Pownal 0.2 miles south of intersection with Chadsey Road.
<b>PROGRAM AREA:</b>	Highway Program
<b>SCOPE OF WORK:</b>	Large Culvert Replacement

DATE: 6/26/14	APPROVED: [Signature]	COMMISSIONER: [Signature]	CHIEF ENGINEER: [Signature]
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	PROJECT INFORMATION	PROGRAM: HIGHWAY PROGRAM	PROJECT NUMBER: 20264.00
SIGNATURE: [Signature]	PROJECT MANAGER: EMORY LOVELL	DESIGNER: WALT JOHNSON	CONTRACTOR: [Blank]
P.E. NUMBER: [Blank]	CONTRACT: [Blank]	PROJECT RESIDENT: [Blank]	CONSTRUCTION DATE: [Blank]
DATE: [Blank]	TITLE SHEET	POWNAI	ALLEN ROAD

SHEET NUMBER: 1  
OF 3

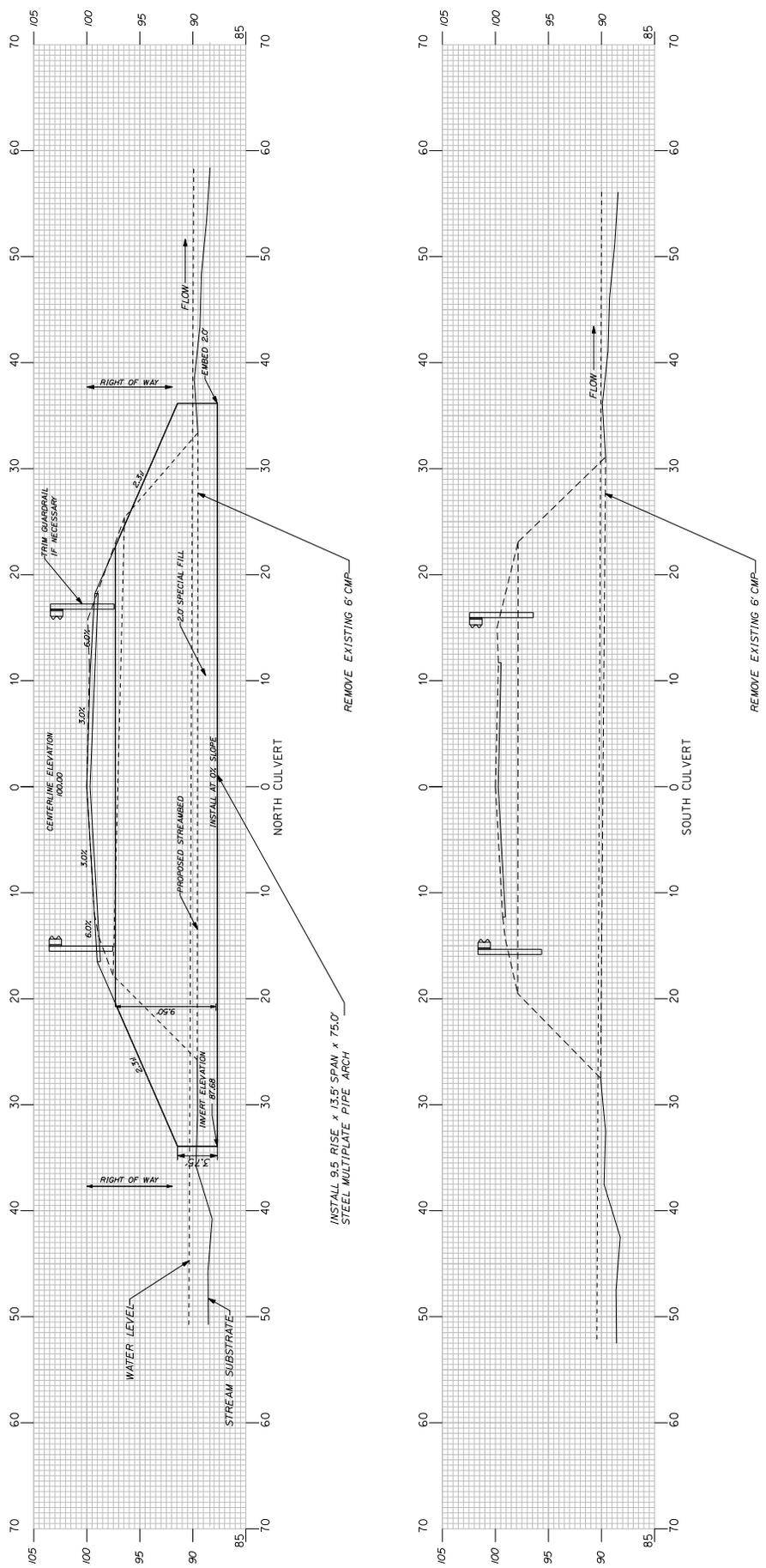
PROJ. NUMBER	
DATE	
SIGNATURE	
BY	
DATE	

- NOTES:
1. UNLESS LABELED OTHERWISE ALL CONDITIONS SHOWN ARE EXISTING.
  2. EXISTING CULVERTS INSTALLED AT 19° SKEW.
  3. PROPOSED CULVERT TO BE INSTALLED AT 29° SKEW.



- NOTES:
1. WATER LEVEL SHOWN FROM SURVEY TAKEN 12/14/13.
  2. LARGE CULVERT TO BE INSTALLED AT 29° SKEW.
  3. EXISTING CULVERT SKEWED AT 19°.
  4. RIGHT OF WAY LIMIT AT 37.7' R+BLT ALONG THE 19° SKEW.

POWNAL LARGE CULVERTS



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Pursuant to 23 MRSA § 52**

- 1) **WARRANTY.** Contractor warrants:
- a) That all articles and services to be supplied by it under this contract are fit and sufficient for the purpose intended;
  - b) That all articles and services covered by this contract will conform to the specifications, drawing samples, symbols or other description specified by the Department;
  - c) That such articles are merchantable, good quality and free from defects whether patent or latent in material and workmanship;
  - d) That all workmanship, materials and articles to be provided are of the best grade and quality; and,
  - e) That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this Contract or relieve the Contractor from liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the materials and articles delivered pursuant to this Contract and pay any damages resulting from such defects which shall appear within 1 year from the date of final acceptance of the materials and articles provided hereunder. The Department shall give written notice of observed defects with reasonable promptness.

- 2) **TAXES.** Contractor agrees that, unless otherwise indicated in this Contract, the prices herein do not include federal, state or local sales, or use the tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Department as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Department and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Department.
- 3) **PACKING & SHIPMENT.** Deliveries shall be made as specified without charge for boxing, shipping or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform with the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipping terms F.O.B. destination.

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- 4) **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. Articles fabricated beyond the Department's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule. Unless otherwise specified herein, or receipt of written approval, no deliveries shall be made in advance of the Department's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Department. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
- 5) **REMEDY.** If Contractor's deliveries fail to meet such schedule, the Department, without limiting its other remedies, may direct expedited shipping, and the difference between the expedited routing and the order routing costs shall be paid by the Contractor.
- 6) **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Department at its option may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Department may reject an entire shipment of similar articles if a sample inspection discloses that ten (10%) percent of the articles inspected are defective. This may be waived if the Contractor agrees to reimburse the Department for the cost of a complete inspection of the articles included in such shipment. Rejected material will be returned at Contractor's risk and expense at the full invoice price plus applicable transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the Department.
- 7) **BENEFITS AND DEDUCTIONS.** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further

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understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

- 8) **INDEPENDENT CAPACITY.** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.
- 9) **DEPARTMENT'S REPRESENTATIVE.** The Contract Administrator shall be the Department's representative during the period of this Contract. He/she has authority to curtail services if necessary to ensure proper execution. He/she shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor.
- 10) **CHANGES IN THE WORK.** The Department may make changes to its order, the Contract Amount will be amended accordingly, these changes will not invalidate this Contract. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any monetary adjustment or any substantive change in the articles or materials shall be in the form of an amendment, signed by both parties and approved by the MaineDOT. Said amendment must be effective prior to delivery of the articles or materials.
- 11) **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of Contract shall in any case release the Contractor of its liability under this Contract.
- 12) **PERSONNEL.** The Contractor warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Contract. For breach or violation of this warranty, the Department shall have the right to annul this Contract without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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- 13) **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 14) **MATERIAL SAFETY DATA SHEETS.** All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current material safety data sheet for any hazardous chemical to their direct purchasers of that chemical.
- 15) **ACCESS TO RECORDS.** The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Contract and make such materials available at its offices at all reasonable times during the period of this Contract and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Contractor shall allow inspection of pertinent documents by the Department or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.
- 16) **TERMINATION.** The performance of work under the Contract may be terminated by the Department in whole, or in part, whenever the Contract Administrator determines that such termination is in the best interest of the Department including but not limited to the following circumstances:
- (a) The Contractor fails to make delivery of articles, or to perform services within the time or time specified herein, or
  - (b) The Contractor fails to make delivery of articles, or specified materials, or
  - (c) If Contractor defaults under any other term or condition of this contract, or
  - (d) If Contractor fails to make progress as to endanger the performance of this contract in accordance with its terms; or,
  - (e) If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency.

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In the event that the Division terminates this agreement in whole or in part pursuant to this paragraph, the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as deemed appropriate by the Department, and Contractor shall be liable to the Department for any excess cost incurred.

- 17) **GOVERNMENTAL REQUIREMENTS.** The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations.
- 18) **GOVERNING LAW.** This Contract is pursuant to 23 M.R.S.A. §52, and shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- 19) **STATE HELD HARMLESS.** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents, or subcontractors. This indemnification includes all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department’s negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.
- 20) **NOTICE OF CLAIMS.** The Contractor shall give the Department Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.
- 21) **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

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- 22) **SEVERABILITY.** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- 23) **FORCE MAJEURE.** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.
- 24) **DEBARMENT, SUSPENSION, INELIGIBILITY, OR EXCLUSION.** By signing the Contract, the Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
- 25) **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any monies due to the Contractor under this Contract up to any amounts due and owing to the State with regard to this Contract, any other Contract, any other Contract with any State department or agency, including any Contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.