



Paul R. LePage  
GOVERNOR

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

David Bernhardt  
COMMISSIONER

May 9, 2011  
Subject: **Westbrook**  
Federal Project No's: BH-1676(100)X &  
NH-1709(204)E  
State PINs: 016761.00 & 017092.04  
**Amendment No. 1**

Dear Sir/Ms:

This project is being changed from Federal to State Funding

Make the following changes to the Bid Documents:

In the Bid Book (page 1) "NOTICE TO CONTRACTORS", make the following **CHANGES** in pen and ink to the paragraph that begins; "This contract is subject...":

1. **CHANGE** the first sentence to read as follows; "**This contract is subject to all applicable State Laws.**"
2. **DELETE** in its entirety the second sentence that begins "**This contract is subject to compliance with the Disadvantaged ...**".

In the Bid Book (page 3) **REMOVE** the "NOTICE" concerning the DBE Proposed Utilization Form (1 page total) and **REPLACE** with the attached "NOTICE TO CONTRACTORS – PREFERRED EMPLOYEES" notice, 1 page dated March 14, 2007

In the Bid Book (pages 11 thru 18), **REMOVE** each copy of the "CONTRACT AGREEMENT, OFFER & AWARD" (2 copies, 8 pages total) and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD" (2 copies, 8 pages total).

In the Bid Book (pages 27, 28 & 29) **REMOVE** the Federal Wages titled "General Decision Number: ME100003 03/12/2010 ME3" (3 pages total) and **REPLACE** with the attached new State Wages titled "Westbrook Little Bridge and Mill Brook Bridge Replacement PIN 016761.00 & 17092.04" 1 page dated May 6<sup>th</sup>, 2011.

In the Bid Book (page 31) **REMOVE** and discard "SPECIAL PROVISION, SECTION 104, GENERAL RIGHTS AND RESPONSIBILITIES, (Electronic Payroll Submission)" 1 page dated December 17, 2010.



PRINTED ON RECYCLED PAPER

In the Bid Book (page 42) **REMOVE** and discard “SPECIAL PROVISION, SECTION 105, GENERAL SCOPE OF WORK, (Buy America Certification)”, 1 page dated December 1, 2010.

In the Bid Book (pages 199 thru 234), **REMOVE** and discard “APPENDIX A TO DIVISION 100” 36 pages dated December 14, 2005.

Consider these changes and information prior to submitting your bid on May 25, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is written in a cursive style with a large, sweeping initial 'S'.

Scott Bickford  
Contracts & Specifications Engineer

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

## **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, PIN 016761.00 & 017092.04, for the **Little Bridge & Mill Brook Bridge Replacement** in the city of **Westbrook**, County of **Cumberland**, 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 **May 24, 2012**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$ \_\_\_\_\_ 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 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 016761.00 Little Bridge and PIN 017092.04 Mill Brook Bridge Replacement**, 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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: 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

## **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 \_\_\_\_\_

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **May 24, 2012**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

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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.

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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.**

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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.

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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: 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

State of Maine  
 Department of Labor  
 Bureau of Labor Standards  
 Technical Services Division  
 Augusta, Maine 04333-0045  
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project -----Westbrook Little Bridge and Mill Brook Bridge Replacement PIN 016761.00 & 17092.04

Location of Project -Westbrook, Cumberland County

**2011 Fair Minimum Wage Rates  
 Heavy & Bridge Cumberland County**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asbestos/Lead Removal Worker	\$17.00	\$0.90	\$17.90	Insulation Installer	\$16.00	\$2.63	\$18.63
Asphalt Raker	\$15.13	\$0.37	\$15.50	Ironworker - Reinforcing	\$20.37	\$16.82	\$37.19
Backhoe Loader Operator	\$18.25	\$2.00	\$20.25	Ironworker - Structural	\$21.32	\$5.93	\$27.25
Boilermaker	\$32.02	\$7.82	\$39.84	Laborers (Incl.Helpers & Tenders)	\$13.00	\$0.70	\$13.70
Boom Truck (Truck Crane) Operator	\$17.00	\$2.04	\$19.04	Laborer - Skilled	\$15.50	\$2.20	\$17.70
Bricklayer	\$22.05	\$0.00	\$22.05	Line Erector - Power	\$24.34	\$5.66	\$30.00
Bulldozer Operator	\$16.38	\$3.71	\$20.09	Loader Operator - Front-End	\$16.00	\$1.97	\$17.97
Cable Splicer	\$13.71	\$0.00	\$13.71	Mechanic, Maintenance	\$19.47	\$5.34	\$24.81
Carpenter	\$19.00	\$3.20	\$22.20	Mechanic, Refridgeration	\$21.82	\$3.71	\$25.53
Carpenter - Rough	\$17.06	\$2.80	\$19.86	Millwright	\$21.75	\$4.70	\$26.45
Cement Mason/Finisher	\$17.50	\$0.92	\$18.42	Painter	\$23.47	\$6.22	\$29.69
Communication Equip Installer	\$21.00	\$3.88	\$24.88	Paver - Bituminous	\$18.13	\$2.35	\$20.48
Communication Transmission Erector	\$17.50	\$1.86	\$19.36	Pile Driver Operator	\$24.53	\$5.21	\$29.74
Crane Operator <15 Tons	\$20.00	\$4.02	\$24.02	Pipe/Steam/Sprinkler Fitter	\$24.75	\$13.21	\$37.96
Crane Operator =>15 Tons)	\$22.00	\$6.32	\$28.32	Pipelayer	\$23.00	\$6.62	\$29.62
Crusher Plant Operator	\$16.00	\$4.45	\$20.45	Rigger	\$17.25	\$6.10	\$23.35
Driller - Rock	\$17.00	\$2.25	\$19.25	Rock Splitter	\$12.75	\$0.00	\$12.75
Electrician - Licensed	\$24.00	\$6.92	\$30.92	Roller Operator - Earth	\$16.13	\$1.22	\$17.35
Electrician Helper/Cable Puller (Licensed)	\$17.25	\$4.77	\$22.02	Roller Operator - Pavement	\$15.50	\$4.80	\$20.30
Excavator Operator	\$18.00	\$2.84	\$20.84	Sheet Metal Worker	\$17.91	\$3.31	\$21.22
Flagger	\$14.50	\$5.80	\$20.30	Truck Driver - Light	\$15.00	\$2.35	\$17.35
Grader/Scrapper Operator	\$17.50	\$2.56	\$20.06	Truck Driver - Medium	\$14.85	\$0.84	\$15.69
Hot Top Plant Operator	\$18.93	\$6.21	\$25.14	Truck Driver - Heavy	\$12.85	\$0.85	\$13.70
Industrial Truck (Forklift) Operator	\$20.00	\$5.20	\$25.20	Truck Driver - Tractor Trailer	\$16.75	\$2.08	\$18.83

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

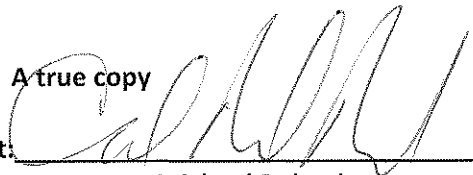
Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HB-015-2011  
 Filing Date: May 6th, 2011  
 Expiration Date: 12-31-2011

A true copy  
 Attest:   
 Michael Roland  
 Acting Bureau Director  
 Bureau of Labor Standards