



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

May 12, 2022
Subject: East Hastings Bridge Replacement
State WIN: 022252.00
Location: **Merrill**
Amendment No. 2

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 18-25, CONTRACT AGREEMENT, OFFER AND AWARD, 2 copies, 4 pages each, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER AND AWARD, 2 copies, 4 pages each.

REMOVE page 40, SPECIAL PROVISION -SECTION 107 - TIME - (Scheduling of Work, Supplemental Liquidated Damages, and Contract Completion Date), 1 page, dated March 30, 2022, and **REPLACE** with the attached, revised SPECIAL PROVISION -SECTION 107 - TIME - (Supplemental Liquidated Damages, Completion Date), 2 pages, dated May 10, 2022.

The following questions have been received:

Question: If the schedule allowed for two lanes of traffic to be placed onto the new bridge based on SP 107 parameters for opening, could the project be built in 2022? (In reference to not allowing the traffic to be on the Special Detour until April 17th 2023.)

Response: Special Provision Section 107 – TIME (Supplemental Liquidated Damages, Completion Date) has been revised to address this question. See updated Special Provision dated May 10, 2022.

Question: On the 2022 Wage Determination for Heavy and Bridge in Aroostook County, there are two conflicting Occupational Titles. One is Excavation and Loading Machine Operators and the other is Operating Engineers and Other Equipment Operators. These two classifications have duplicate references to Loader Operator. Please indicate which one should be used for a Loader Operator?

Response: MaineDOL will reference and enforce the Operating Engineer classification to include the Front-End Loader. The Occupational Codes, Titles and Descriptions will be revised to remove the duplicate reference to Front End Loader from the Excavating Operator, Loading Machine Operator classification prior to the 2022 Construction Wage Survey.

Consider these changes and information prior to submitting your bid on **May 18, 2022**.

Sincerely,



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

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ 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 **022252.00**, for the **East Hastings Bridge Replacement** in the town of **Merrill**, County of **Aroostook**, 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 30, 2023** if the contractor's schedule of work indicates the new bridge and approaches will be substantially complete in accordance with Special Provision 107 Time option number 1. The Contractor agrees to complete all Work, except warranty work, on or before **June 14, 2024** if the contractor's schedule of work indicates the new bridge and approaches will be substantially complete in accordance with Special Provision 107 Time option number 2. 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, March 2020 Edition 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, March 2020 Edition, Standard Details March 2020 Edition* 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 022252.00, East Hastings 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, March 2020 Edition*, 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 March 2020 Edition* 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: Bruce A. Van Note, 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 **June 30, 2023** if the contractor's schedule of work indicates the new bridge and approaches will be substantially complete in accordance with Special Provision 107 Time option number 1. The Contractor agrees to complete all Work, except warranty work, on or before **June 14, 2024** if the contractor's schedule of work indicates the new bridge and approaches will be substantially complete in accordance with Special Provision 107 Time option number 2. 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*

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\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

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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.
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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, March 2020 Edition*, 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 March 2020 Edition* 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: Bruce A. Van Note, Commissioner

Witness

SPECIAL PROVISION
SECTION 107
TIME
(Supplemental Liquidated Damages, Completion Date)

The Contractor may choose one of the following two options for performing the Work:

Option 1:

The Contractor shall plan their work accordingly such that the new bridge and approaches will be Substantially Complete on or before November 18, 2022. The bridge will be considered Substantially Complete when one lane of traffic in each direction is maintained and the following items are complete, in place, and accepted: base pavement, bridge rail, bridge rail transitions, approach guardrail, pavement ramps at the bridge ends, temporary pavement markings and the Special Detour is deactivated and closed to traffic. After November 18, 2022, the Contractor may utilize single lane closures with flaggers during daylight working hours for work activities necessary to occur after those described above in defining Substantially Complete, as approved by the Resident.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of Five Hundred Dollars (\$500.00) per Day for each Day, or portion of a Day, that the new bridge is not Substantially Complete after November 18, 2022 as described above in this option. Assessment of Supplemental Liquidated Damages will be in addition to Liquidated Damages specified in Section 107 of the Standard Specifications.

Contract Completion Date: June 30, 2023

Option 2:

The Contractor shall not detour traffic onto the Special Detour until April 18, 2023.

The new bridge shall be Substantially Complete on or before November 17, 2023. The bridge will be considered Substantially Complete when two lanes of two-way traffic are maintained and the following items are complete, in place, inspected and accepted: base pavement, temporary pavement ramps, temporary pavement markings, bridge rail, approach rail and guardrail. Before and after traffic is maintained on the Special Detour, the Contractor may use single lane closures with flaggers during daylight working hours for work activities with approval from the Resident.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of five-hundred dollars (\$500.00) per Day for each Day, or any portion of a Day, that the new bridge is not Substantially Complete after November 17, 2023 as described above in this option. This assessment of Supplemental Liquidated Damages will be in addition to any Liquidated

Merrill
East Hastings Bridge
WIN 022252.00
May 10, 2022

Damages specified in Section 107 of the Standard Specifications.

The specified Contract completion date is June 14, 2024.