



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

January 19, 2023
Subject: Main St. Bridge Replacement
State WIN: 022260.01
Location: **Solon**
Amendment No. 5

Dear Sir/Ms.:

Make the following changes to the bid documents:

In the Bid Book:

Remove SPECIAL PROVISION SECTION 107 TIME (Contract Time, Supplemental Liquidated Damages) totaling one page dated, December 14, and **Replace** with the attached SPECIAL PROVISION SECTION 107 TIME (Supplemental Liquidated Damages, Completion Date) totaling two pages dated January 18, 2023

Insert SPECIAL PROVISION SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS (Remove Buildings) totaling two pages

Remove pages twenty-seven to thirty titled CONTRACT AGREEMENT, OFFER & AWARD, totaling four pages and **Replace** with the attached CONTRACT AGREEMENT, OFFER & AWARD

Remove pages thirty-one to thirty-four titled CONTRACT AGREEMENT, OFFER & AWARD, totaling four pages and **Replace** with the attached CONTRACT AGREEMENT, OFFER & AWARD

The following questions have been received:

Question: Given the sequential nature of the project, there does not seem to be enough time in the 2023 construction season to be substantially complete as specified. Would the department consider extending the completion date to allow for construction to occur in 2024?

Response: See above change to Special Provision Section 107 Time. The requirements have been changed to allow the detour to be active and bridge construction to occur in either 2023 or 2024.

Question: The maple trees on the Belanger property appear to be outside of the clearing limits but within the temporary road limits. Can those trees be removed to facilitate the temporary road.

Response: The two trees noted on the corner of the Belanger property are within the State's right of way and may be trimmed or removed. If the Contractor elects to remove the trees, the tree stumps will need to be removed as well.

Please consider these changes and information prior to submitting your bid on **January 25, 2023**.

Sincerely,



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

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 are Substantially Complete on or before November 22, 2023. 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: Riprap, bridge waterproofing membrane, 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. Before and after traffic is maintained on the special detour, the Contractor may utilize single lane closures with flaggers during daylight working hours for work activities, as approved by the Resident.

The Contractor will be assessed supplemental liquidated damages at the rate of One Thousand Dollars (\$1,000.00) per Day for each Day, or portion of a Day, that the new bridge is not Substantially Complete after November 22, 2023. This assessment of supplemental liquidated damages will be in addition to liquidated damages specified in Section 107 of the Standard Specifications.

Contract Completion Date: June 28, 2024

Option 2:

The Contractor shall plan their work accordingly such that the Special Detour shall be fully constructed, as specified in the Standard Specifications and Special Provision 510, in 2023, but shall not be activated and shall remain closed to traffic until April 22, 2024, or as directed by the Resident, as to not require winter maintenance of the special detour. The new bridge and approaches shall be Substantially Complete on or before November 22nd, 2024. 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: Riprap, bridge waterproofing membrane, surface pavement, bridge rail, bridge rail transitions, approach guardrail, pavement markings and the special detour is deactivated and closed to traffic. Before and after traffic is maintained on the special detour, the Contractor may utilize single lane closures with flaggers during daylight working hours for work activities. as approved by the Resident.

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Solon
Main Street Bridge
WIN 022260.01
January 18, 2023

Thousand Dollars (\$1,000.00) per Day for each Day, or portion of a Day, that the new bridge is not Substantially Complete after November 22, 2024. This assessment of supplemental liquidated damages will be in addition to liquidated damages specified in Section 107 of the Standard Specifications.

Contract Completion Date: June 27, 2025.

SPECIAL PROVISION
SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS
(Remove Buildings)

Section 202.01 Description is amended by the addition of the following:

The work shall consist of the demolition and removal of the following units:

Building No. 1: House near Station 300+55 Right.

Building No. 2: Shed near Station 301+10 Right.

Section 202.02 Removing Buildings is amended by the addition of the following:

The buildings will be empty of all personal equipment, fixtures, and materials prior to the "Notice to Proceed". If the bidder is in doubt as to whether any item not listed herein is real or personal property, they shall request a determination of the matter prior to date on which bids are to be received.

These buildings may have oil/fuel tanks that require removal and disposal. The fuel is a regulatory material and may be reused or disposed of in accordance with local, state, and federal regulations. The tanks shall also be disposed of in accordance with local, state, and federal regulations.

These buildings may or may not contain asbestos. Prior to any demolition of building(s) the Contractor shall conduct an asbestos survey on the building(s) to determine if asbestos exists. The survey will be conducted by a DEP certified Asbestos Inspector. No separate payment will be made for the survey and it shall be considered incidental. The survey results will be communicated with the Resident. If asbestos is not discovered, the demolition process may proceed. If asbestos is found, the Contractor will employ a DEP certified Asbestos Abatement Contractor for its removal and disposal. The Department will bear all expenses incurred in the abatement of any asbestos containing material as detailed in Standard Specification 109.7 Equitable Adjustments to Compensation and Time.

The Contractor shall remove all utility service connections prior to demolition of any building. The Contractor shall coordinate disconnection of overhead utilities with the appropriate utility company.

Each building location shall be backfilled to match existing grades, loamed and seeded except as shown on the Plans and noted herein. All fill material used for foundation cavities and other excavations shall meet the Standard Specification requirements for Common Borrow, Section 703.18.

Removal of buildings shall include all attached structures including barns and garages as well as steps, slabs, walks, piers, posts, driveways and other incidentals, as directed by the Resident.

The Contractor shall provide and maintain all temporary barricades, signs or other safety measures as necessary to complete the work. Contractor shall obtain any and all permits or licenses necessary for the performance of the work and conform to all Federal, State and local laws, regulations or ordinances applicable to the work.

Rodent Control. With the "Notice to Proceed", or when a building becomes available to the Contractor, the Contractor will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Contractor has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The Contractor will re-inspect the building within 7 days after the extermination services are performed. The cost of extermination services until the building is found to be rodent free will be paid for as detailed in Standard Specification Section 109.7, Equitable Adjustments to Compensation and Time.

Each building shall be removed promptly after notification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

Section 202.08 Basis of Payment is amended by the addition of the following:

All work for will be paid for at the contract Lump Sum price, which shall be full compensation for all materials, labor, and equipment necessary for the work described above and as shown in the Plans, and/or as directed by the Resident.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
202.08	Removing Building No. 1	Lump Sum
202.08	Removing Building No. 2	Lump Sum

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. **022260.01**, for **Main Street Bridge Replacement** in the town of **Solon**, County of **Somerset**, 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 28, 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 1**. The Contractor agrees to complete all Work, except warranty work, on or before **June 27, 2025**, 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

Section 1 \$ _____

Section 2 \$ _____

Section 3 \$ _____

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 Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (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 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 022260.01, Main 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, 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: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

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

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 1

Section 2

Section 3

Contract Amount: _____

This award consummates the Contract, and the documents referenced herein.

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 _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

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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 28, 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 1**. The Contractor agrees to complete all Work, except warranty work, on or before **June 27, 2025**, 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

Section 1 \$ _____

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

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By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

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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.

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CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (see checked boxes):

Section 1

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Contract Amount: _____

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Date

By: Bruce A. Van Note, Commissioner

Witness