



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

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

April 5, 2022  
Subject: Bridge Replacements & Highway  
Intersection Reconstruction  
State WINs: 022511.01, 022512.01  
& 022950.01  
Location: **Old Town**  
**Amendment No. 5**

Dear Sir/Ms.:

Make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** from Amendment No. 3, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

**REMOVE** from Amendment No. 1, SPECIAL PROVISION - SECTION 105 – GENERAL SCOPE OF WORK - (Traffic Control), 4 pages, dated March 3, 2022, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 105 – GENERAL SCOPE OF WORK - (Traffic Control), 4 pages, dated April 4, 2022.

**REMOVE** from Amendment No. 1, SPECIAL PROVISION - SECTION 107 - TIME - (Supplemental Liquidated Damages), 1 page, dated March 3, 2022, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 107 - TIME - (Contract Time) - (Scheduling of Work) - (Supplemental Liquidated Damages), 1 page, dated April 4, 2022.

**REMOVE** page 81, SPECIAL PROVISION - SECTION 107 - TIME - (Contract Completion Date), 1 page, dated November 16, 2021, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 107 - TIME - (Contract Time) - (Scheduling of Work) - (Supplemental Liquidated Damages), 1 page, dated April 4, 2022.

The following questions have been received:

**Question:** Pipe Suppliers are not giving firm quotes on piping based on lead time. Will the MDOT allow price increases for piping at the time of availability? Will the road completion be extended past August 2023 because of pipe unavailability?

**Response:** The Department is aware of the potential long lead times for pipe. The Department does not intend to make any adjustments to the price of piping at the time of availability and will not be extending the August 2023 completion date for the stations provided in the contract. Any adjustments to project scope, materials, or schedule will be handled during construction based on pipe availability.

**Question:** Section 510.031.e. of the Maine DOT Standard Specifications requires the detour structure to be designed in accordance with AASHTO Standard Specification, 17th Edition, 2002 or the current edition of the AASHTO LRFD Bridge Design Specification. This specification requires that the piles be driven to an ultimate capacity of up to three times the actual applied load of the pile. Meeting this specification will require the Contractor to upsize the detour pile size significantly and/or perform dynamic load testing on the detour pile. Given the fact that the pile will need to be driven to bedrock, and the fact that the pile capacity will be governed by the axial strength of the pile with virtually no risk of settlement, can the piles be driven to practical refusal without upsizing piles or performing dynamic load testing, if the pile design meets or exceeds all other AASHTO design criteria as determined by the EOR ? This would be consistent with multiple previous DOT projects with temporary detours.

**Response:** The design of the special detour temporary bridge shall be in accordance with subsection 510.031 of the MaineDOT Standard Specifications.

**Question:** We are requesting that the Department extend the Contract completion date to Spring of 2026. This request is due to the direct affect of the bid date postponement on the project schedule. This extension will allow for adequate time to remove the temporary bridge, and complete final paving and project clean up.

**Response:** Refer to the revised CONTRACT AGREEMENT, OFFER & AWARD and SPECIAL PROVISION - SECTION 107 - TIME - (Contract Time) - (Scheduling of Work) - (Supplemental Ligated Damages), dated April 4, 2022.

**Question:** Drawing S101 & S102 in the Bridge Water Main Pipe Plan set shows 1 each proposed L6X6X1/2 pipe support angle to be installed below the new bridge. Drawing C-5 of the Stillwater Avenue Pump Station Force Maine Replacement plan set shows 2 each proposed L5X5X1/2 pipe support angles. Will two support angles be required for the water main utility supports?

**Response:** The proposed water bridge main will only require one (1) L6x6x1/2 angle iron per pipe support as shown on Detail 3 on sheet S101 and Detail 4 on sheet S102.

**Question:** We have been alerted by our fiberglass rebar suppliers that they will not be able to complete the design for the bridge deck without more information and time to complete this design and at this point are unwilling to undertake this endeavor. Will the DOT complete this design and provide details for the suppliers to quote or make it the contractors option to bid either section 2 or 3?

**Response:** Contractors are required to submit bids for both sections. MaineDOT will not be providing a rebar schedule for the GFRP. The Contractors shall use the quantity shown on the schedule of items for the GFRP for bidding purposes.

Consider these changes and information prior to submitting your bid on **April 6, 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, WINS. 02251101 / 022512.01 / 22950.01 for Bridge Replacements and Highway Intersection Reconstruction in the town of Old Town, County of Penobscot, 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 12, 2026. 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: **WINS. 022511.01 / 022512.01 / 022950.01 - Bridge Replacements and Highway Intersection Reconstruction – in the town of Old Town**, 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

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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 12, 2026. 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.

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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 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.
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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.

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Date

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(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_

(Name and Title Printed)

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MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Bruce A. Van Note, Commissioner

\_\_\_\_\_

Witness

**SPECIAL PROVISION**  
**SECTION 105**  
**GENERAL SCOPE OF WORK**  
(Traffic Control)

Subsection 105.3 Traffic Control and Maintenance shall be amended by the addition of the following:

**Vehicular Traffic:**

Two lanes of vehicular traffic, one in each direction, shall be maintained at all times on Stillwater Avenue and College Avenue with a minimum total width of 24 feet split evenly except as allowed below:

1. Road closures of Stillwater Avenue will be allowed at night with a maximum duration of 90 minutes between the hours of 1 am and 3 am beginning Monday morning through Thursday morning to allow for the removal of the existing steel beams, delivery and erection of the new structural steel beams, utility work or other work as approved by the Resident. Traffic officers shall be used during night time road closures. The Contractor shall provide a minimum of 3 days of advanced notice of road closures. Messages shall be displayed on variable message boards located on Stillwater Avenue at both ends of the bridge. The Contractor shall contact the following entities a minimum of 3 days in advanced of any road closure:
  - a) MaineDOT Region 4 Office
  - b) MaineDOT Transportation Management Center (TCM)
  - c) Old Town Police
  - d) Old Town Fire Department
  - e) Orono Police
  - f) Orono Fire Department
  - g) University of Maine Police Department
  - h) Maine State Police Troop E
  - i) Penobscot County Regional Communications Center (207-945-4636)
  - j) Penobscot County Sheriff's office
  - k) Bureau of Maine Vehicles – Over size/Overweight Permits

A nighttime road closure shall not be started if emergency services have been dispatched along Stillwater Avenue. The Contractor shall check with the Penobscot County Regional Communications before any road closures.

2. Stillwater Avenue and College Avenue can be reduced to a single 12' wide traffic lane at night between the hours of 7 pm and 7 am using flaggers. The maximum total length of the work zone along Stillwater Avenue shall be as follows:
  - a. 2,500 feet between 7 pm and 7 am

The Contractor shall keep all traffic lanes and turn lanes in operations during the following major events at the University of Maine.

1. University of Maine Hello Weekend starting at 6 am on the Friday of Hello Weekend and ending on Sunday at 6 pm. Hello Weekend is typically the last weekend of August before school starts.
2. University of Maine Commencement/Graduation Weekend between 1 pm Friday and 7 pm Saturday. Commencement is typically the second weekend in May.
3. University of Maine Homecoming Weekend starting at 8 am on the Saturday of Homecoming Day and ending the same day at 8 pm. Homecoming is usually held the 2<sup>nd</sup> or 3<sup>rd</sup> weekend in October.
4. All University of Maine home hockey games at Alford Arena starting 2 hours before the game start time to 2 hours after the game is over including any overtime.
5. All University of Maine home football games at the Harold Alford Sports Stadium starting 5 hours before the games start time to 2 hours after the game is over including any overtime.
6. Any high school state championships sponsored by the Maine Principals Association (MPA) held at the University of Maine. The Contractor shall contact the Maine Principals Association (207-622-1513) to confirm the date and times for any future championships.

The Contractor shall coordinate with the University of Maine to confirm the exact dates of these events a minimum of 1 month in advance. The Contractor shall inform the Resident in writing of the exact dates of these major events.

The Contractor shall cease all operations and have all travel lanes open to traffic and the roadway in safe operating condition during the following holidays:

Memorial Day Weekend

Friday at noon to Monday at 8 pm

1. May 27 - 30, 2022
2. May 26 - 29, 2023
3. May 24 - 27, 2024
4. May 23 - 26, 2025
5. May 22-25, 2026

July 4<sup>th</sup> Weekend

July 3<sup>rd</sup> at 3 pm to July 5<sup>th</sup> at 6 am

Labor Day Weekend

Friday at noon to Monday at 8 pm

1. September 2 - 5, 2022
2. September 1 - 4, 2023
3. August 30 – September 2, 2024
4. August 29 – September 1, 2025

Thanksgiving Weekend

November 24<sup>th</sup> at noon to November 25<sup>th</sup> at 8 pm

Christmas

December 24<sup>th</sup> at noon to December 25<sup>th</sup> at 8 pm

**Vehicular Traffic at Intersections**

**Stillwater Avenue and College Avenue Intersection:**

College Avenue between the hours of 2 pm and 6 pm between station 82+00 and station 85+35 shall have a total of three traffic lanes. One lane for eastbound traffic to Orono and two lanes westbound traffic. The westbound right lane shall be a thru and right turn lane. The westbound left lane shall be a left turn only lane.

Stillwater Avenue between the hours of 2 pm and 6 pm between station 33+00 and station 35+10 shall have a total of three traffic lanes. One lane for westbound traffic and two lanes for eastbound traffic. The eastbound right lane shall be a right turn only lane. The eastbound left lane shall be a left turn and a thru lane.

**Stillwater Avenue and Bennoch Road Intersection:**

Stillwater Avenue between the hours of 2 pm and 6 pm between station 8+00 and station 11+00 shall have a total of three traffic lanes. One lane for westbound traffic and

two lanes for eastbound traffic. The eastbound right lane shall be a thru and right turn. The eastbound left lane shall be a left turn lane.

**Pedestrian Traffic:**

A 5' wide ADA compliant sidewalk shall be maintained at all times within the project limits. If a temporary cross walk is installed, rapid flashing beacons shall be installed and operational before pedestrians make use of the temporary crosswalk. The rapid flashing beacons shall be furnished and installed in accordance with Special Provision 634 LED Pedestrian Crosswalk Beacon.

**Access to adjacent property owners:**

The Contractor shall maintain access at all times to the Brookfield dam property located at station 9+25 right. During work on Brookfield's driveway itself or drainage in front of the driveway, the Contractor shall be able to provide access within twenty (20) minutes. Access to the driveway for the Riverside House of Pizza at station 21+06 right shall be maintained while traffic uses the Special Detour.

SPECIAL PROVISION  
SECTION 107  
TIME  
(Supplemental Liquidated Damages)

The Contractor will be assessed supplemental liquidated damages at the rate of \$1000 per each 15 minutes, or any part thereof, for not reopening Stillwater Avenue after the allotted maximum duration of 90 minutes for road closures as specified in Section 105.

Assessment of supplemental liquidated damages will be in addition to the liquidated damages specified in Section 107 of the Standard Specifications.

**SPECIAL PROVISION**  
**SECTION 107**  
**TIME**  
**(Contract Time)**  
**(Scheduling of Work)**  
**(Supplemental Liquidated Damages)**

The new bridges shall be open to vehicular and pedestrian traffic on or before November 15, 2025. The bridge will be considered open to traffic when two lanes of two-way traffic and a sidewalk are maintained and the following items are complete, in place, inspected and accepted: bridge rail and transitions, base pavement, temporary pavement ramps, temporary pavement markings, and approach guardrail. Before and after traffic is maintained on the Special Detour, the Contractor may use single lane closures with flaggers from 7 pm to 7 am for work activities with approval from 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 any portion of a Day, that each new bridge is not open to traffic after the date above for each of the respective bridges. This assessment of Supplemental Liquidated Damages will be in addition to the Liquidated Damages specified in Standard Specifications Section 107.

This assessment of Supplemental Liquidated Damages will be in additional to any Liquidated Damages specified in Section 107 of the Standard Specifications.

The Contract Completion Date for this contract is June 12, 2026.