



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

July 21, 2020
Subject: Deer Isle – Sedgwick Bridge
Wearing Surface Replacement
State WIN: 023152.00
Location: **Deer Isle & Sedgwick
Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 20 - 27, 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 pages 96 - 101, SPECIAL PROVISION – SECTION 508 – WATERPROOFING MEMBRANE – High Performance Waterproofing Membrane), 6 pages, dated June 18, 2020, and **REPLACE** with the attached, SPECIAL PROVISION – SECTION 508 – WATERPROOFING MEMBRANE – High Performance Waterproofing Membrane), 6 pages, dated July 16, 2020.

The following questions have been received:

Question: In this bid it calls for a High Performance Waterproofing membrane, but only specifies under 508.03 Materials - The high performance membrane shall be eliminator, as manufactured by GCP Applied Technologies, Cambridge, MA. A manufacturer's quality control representative shall be onsite during the installation of this material.

My company has been recently approved by Maine DOT for this same material, and I would like to be able to bid this material for this project.

I would ask that an addendum be made to include approved equals or materials approved on the Maine DOT list.

Response: Please find the revised Special Provision 508 Waterproofing Membrane. We will allow the use of a spray applied high performance waterproofing membranes from MaineDOT's Qualified Products List (QPL).

Question: Under 508.03 Materials only one sole sourced material is specified. Would Spray applied membranes from Maine's High performance-Spray applied QPL list also be allowed that includes Wasser Coatings system?

Response: See previous response.

Question: Will the MEDOT accept the Wasser deck system as applied on other MEDOT bridges as an equal product for the section 508 Waterproofing membrane.

Response: See previous response.

Question: Could you please clarify the amount of membrane to be applied as the bid is a lump sum for this bid category. I see that the entire bridge is approximately 61,000 sqft, and wanted to make sure that is the right number to use for calculating the material needed.

Response: Item 508.14 High Performance Waterproofing Membrane is paid by the lump sum, but has a reference quantity of 5420 square yards, as seen in the table of Estimated Quantities on Sheet 2 of the Plans.

Consider these changes and information prior to submitting your bid on **July 29, 2020**.

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 **023152.00**, for the **Deer Isle - Sedgwick Bridge Wearing Surface Replacement** in the town of **Deer Isle** and **Sedgwick**, County of **Hancock**, 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 **October 30, 2020**. 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 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 023152.00 Deer Isle - Sedgwick Bridge Wearing Surface 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.
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 **October 30, 2020**. 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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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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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 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.

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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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.
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 508
WATERPROOFING MEMBRANE
(High Performance Waterproofing Membrane)**

508.01 Description

Add the following to the end of the subsection:

The high performance waterproofing membrane shall be spray applied in stages, such that the longitudinal construction joint between applications is not located above the longitudinal construction joint between prefabricated deck panels or the proposed longitudinal joint between the installation stages of polymer-modified ultra-thin bonded wearing course, as shown in the contract drawings or as directed by the Resident.

Where the spray applied membrane waterproofing system is to be applied along the proposed longitudinal construction joint, and over cracks in the existing substrate as required by the Resident, the Contractor shall apply a 7" wide poly-woven reinforcing scrim between two (2) layers of spray applied membrane in accordance with the Manufacturer's latest written recommendations for wet mil thickness. The Contractor shall install membrane waterproofing and imbed scrim reinforcement with a roller to ensure any trapped air is removed. While the membrane is still wet, the Contractor shall install additional membrane waterproofing and allow to cure in accordance with the Manufacturer's latest written recommendations.

508.02 Submittals

Prior to construction, the Contractor shall submit the following to the Resident for review and approval:

- a. Membrane system material specifications, installation procedure, application equipment and test results as specified in the Materials section.
- b. Product performance data, storage and protection instructions, handling and mixing instructions and material safety data sheets (MSDS) for all components of the membrane.
- c. An 8 inch square sample of the membrane representing in color, texture and thickness of satisfactory field application shall be provided to the Resident.
- d. Complete and detailed Product Data Sheets as published by the Manufacturer for proposed scrim relating to this Item, which shall include information covering its properties, procedures, storage and handling requirements and Safety Data Sheets.
- e. A detailed QAQC plan for all surface preparation, substrate drying, and waterproofing membrane installation and testing procedures.

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All submittals shall be certified to be in conformance with the Manufacturer's latest written instructions and recommendations.

508.03 Materials

Add the following to the end of the subsection:

The high performance waterproofing membrane shall be spray applied. The installed weight of the spray applied membrane shall not exceed 2.15 psf of deck area. A Manufacturer's quality control representative shall be onsite during the installation of this material.

508.04 Construction Requirements

Replace this subsection with the following:

The high performance waterproofing membrane shall only be installed when the air and concrete temperatures are above 40 degrees Fahrenheit and the surfaces that are to receive the primer and membrane have a moisture content at, or below, 6 percent, or as required by the membrane Manufacturer, whichever is more stringent. Primer or membrane shall not be applied or installed until the concrete repair material has been in place for a minimum of 10 days, or as required by the membrane Manufacturer, whichever is more stringent. The Contractor shall supply a portable electronic moisture meter capable of measuring the moisture content of concrete surfaces in percent. The list of acceptable moisture meters is included on the MaineDOT's QPL under *Waterproofing Membranes*. The moisture meter shall be calibrated annually and a certificate of calibration from the moisture meter Manufacturer shall accompany the meter. The Contractor shall perform moisture testing of the concrete substrate using the Contractor provided moisture meter. Moisture tests shall be performed at locations determined by, and in the presence of, the Resident. Written test results shall be submitted to the Resident prior to beginning the installation of the high performance waterproofing membrane.

A. Inspection

1. Prior to priming of the surface, the Resident, Contractor, Applicator and Manufacturer's QC Representative shall inspect and approve the prepared substrate.
2. Random tests for adequate tensile bond strength shall be conducted on the substrate by the applicator at the job site using an Elcometer Adhesion Tester Model 106 or similar at a minimum frequency of 2 tests per crew shift, or as required by the membrane Manufacturer, whichever is more stringent.
3. Adequate surface preparation will be indicated by tensile bond strengths of primer to the substrate greater than or equal to 100 psi.
4. Should the tensile bond strengths be lower than the minimum specified, the Resident may request additional substrate preparation. For locations that do not meet the minimum required tensile bond strength, the Contractor shall remove the unsatisfactory membrane

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and install new membrane, as directed by the Resident, and in accordance with the Manufacturer's latest written recommendations, at no additional cost to the Department and with no allowance for time extension.

5. Cracks and joints shall be treated in accordance with the Manufacturer's latest written recommendations as approved or directed by the Resident.

B. Preparation

1. Protection: The Applicator shall be responsible for the protection of the traveling public, equipment, and adjacent areas from overspray or other contamination.
2. Surface Preparation
 - a. Surfaces shall be free of any oil, grease, curing compounds, laitance, loose particles and friable matter, dirt, bituminous products, and any existing waterproofing materials. If required, degreasing shall be performed via detergent washing in accordance with ASTM D4258. If using chemical compounds, the Contractor shall prepare and submit a Soil Erosion and Water Pollution Control Plan (SEWPCP) to the Resident for approval. The preparation and implementation of the SEWPCP shall be in conformance with applicable provisions of Section 656.
 - b. There shall be no visible moisture present on the surface at the time of the application of the System. An infrared asphalt heater, or other means approved by the Resident, shall be used to dry the substrate.
 - c. The surface profile of the concrete is not to exceed 1/16" peak-to-valley.

C. Application

1. The System shall be applied in three distinct steps as listed below:
 - a. Substrate preparation
 - b. Priming
 - c. Membrane application
2. Immediately prior to the application of the primer coat, the Contractor shall use an infrared asphalt heater to dry the substrate. Any remaining dust or loose particles shall be removed using clean, dry oil free compressed air, industrial vacuum, or other means approved by the Resident.

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3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's latest written recommendations or as approved or directed by the Resident.
4. A neat finish with well-defined boundaries and straight edges shall be provided by the Contractor.
5. Primer
 - a. The primer shall consist of one coat with an overall coverage rate in accordance with Manufacturer's latest written recommendations.
 - b. All components shall be measured and mixed in accordance with the Manufacturer's latest written recommendations.
 - c. The primer shall be applied using a roller or by a single component spray system approved for use by the Manufacturer. If required by site conditions, brush application may be allowed if approved by the Manufacturer's QC representative.
 - d. Porous concrete may require a heavier application of primer.
6. Membrane
 - a. The waterproofing membrane shall be applied per the Manufacturer's latest written recommendations. A wet mil tester shall be used for each coat to ensure proper application thickness for all membrane coats. An aggregated topcoat or broadcast aggregate will be required. The application of the topcoat or broadcast aggregate shall be in accordance with the Manufacturer's latest written recommendations. All excess unbonded aggregate shall be removed by vacuuming or other approved means, as directed by the Resident and approved by the Manufacturer's QC representative.
 - b. The substrate shall be coated in a methodical manner. Measurements for wet film thickness shall be performed at a minimum of once every 100 ft².
 - c. The membrane shall be installed in stages, as shown on the Plans, and in accordance with the approved traffic management plans. The membrane shall be installed between the limits of consecutive deck joints, without creating day/shift joints or any other scenario where splicing of the membrane would be required.
 - d. At no time shall the membrane accept live traffic, with the exception of emergency vehicles, until the system has been completely installed. If any portion of the membrane is driven on, it shall be inspected by the Manufacturer's QC representative for any signs of damage or distress. If damage or distress is present, the Contractor shall take the necessary actions to repair the area as described in these Special

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Provisions, as instructed by the Manufacturer's QC representative and directed by the Resident. If no damage or distress is present, the area shall be wiped clean with solvent (e.g. acetone) to remove any contaminants prior to continuing the installation of the membrane.

7. Repairs/Overlap

- a. If an area is left untreated, or the membrane becomes damaged, a patch repair shall be carried out to restore the integrity of the System. The damaged area shall be cut back to sound materials and wiped with solvent (e.g. acetone) up to a width of at least 2" on the periphery, removing any contaminants. The substrate shall be primed as necessary, followed by the application of the membrane. A continuous layer shall be obtained over the substrate with a 2" overlap onto existing membrane.
- b. Where the membrane is to be joined to existing cured material, the new application shall overlap the existing one by at least 4". The Contractor shall apply a 7" wide poly-woven reinforcing scrim between two (2) layers of spray applied membrane at a wet mil thickness of 40 mils each as described in Section 508.01 of this Special Provision. The repair/overlap shall first be wiped with solvent (e.g. acetone) prior to joining to existing cured material.

D. Field Quality Control

The following tests shall be conducted by the Applicator or Manufacturer's representative and recorded on a form to be submitted to the Resident.

1. Temperature: Air, substrate temperatures and dew point. Dew point shall be calculated from temperature and humidity using standard tables.
2. Adhesion Tests: Adhesion tests of the cured membrane to the substrate shall be checked as described in this subsection under Part A. Inspection.
3. Membrane Thickness: Wet film thickness shall be measured a minimum of once every 100 ft² using a gauge pin standard comb-type thickness gauge.
4. Coverage Rates: Rates for all layers shall be monitored by checking quantity of material used against the area covered.

E. Final Review

The Resident, Contractor, Applicator, and Manufacturer's representative shall jointly review the deck area(s) to which the completed System has been installed. Any irregularities or other items that do not meet the requirements of the Resident shall be addressed at this time.

508.05 Method of Measurement

Measurement will be made by the Lump Sum.

508.06 Basis of Payment

The Department will pay for the Work, in place and accepted, in accordance with the applicable sections of the Special Provisions at the contract unit price bid, Lump Sum, which shall include full compensation for all materials, transportation, tools, equipment, labor, and quality control, as specified herein, as shown on the contract drawings and/or as directed by the Resident. The costs associated with having a Manufacturer's representative on site, prior to and during installation, will not be paid for separately, but shall be considered incidental to this Item.

Pay Item

508.14 High Performance Waterproofing Membrane

Pay Unit

Lump Sum