



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

December 27, 2022
Subject: Armstrong Rd. Bridge
State WIN: 023505.00
Location: **Waterville**
Amendment No. 1
Armstrong Rd. Bridge

In the bid book:

REMOVE pages 46-49, Special Provision 104, UTILITIES, 4 pages, dated 11/28/22, and **REPLACE** with the attached, revised Special Provision 104, UTILITIES, 4 pages, dated 12/22/22.

REMOVE page 53, Special Provision 107, TIME, Contract Time and Contract Completion Date, 1 page, dated 11/26/22, and **REPLACE** with the attached, revised Special Provision 107, TIME, Contract Time and Contract Completion Date, 1 page, dated 12/20/22.

REMOVE pages 54-55, Special Provision 107, TIME, Supplemental Liquidated Damages, 2 pages, dated 12/2/22, and **REPLACE** with the attached, revised 107, TIME, Supplemental Liquidated Damages, 2 pages, dated 12/27/22.

The following questions have been received:

Question: At abutment 2, even with an alley arm, the powerlines are too close to girder line G1 and the northern most H-pile to safely work in accordance with OSHA Standard 1926.1408, Power Line Safety- Equipment Operations. The powerlines need to be temporarily moved further north or deenergized to allow safe work.

Response: Please see the updated Special Provision 104, Utilities with revised station and offset for the utility poles.

Question: Can the contract be adjusted to allow the option for the bridge/road closure of Rice Rips Rd. to take place during the 2024 construction season?

Response: Yes, please see the updated 107 Special provisions with updates to several contract dates.

Consider these changes and information prior to submitting your bid on **January 11, 2023**.

Sincerely,



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

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

The Contractor has primary responsibility for coordinating their work with utilities after contract award. The Contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the Contractor’s schedule and prevent project construction delays. The Contractor shall notify the resident of any issues.

The Contractor shall notify all utilities a **minimum of Ten (10) working days** prior to commencement of **any** work on the project.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **IS** required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for utility and/or railroad work to be undertaken in conjunction with this project. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction.

Utilities have been notified and will be furnished a project specification.

Overview of Utility Involvement:

Utility	Aerial	Underground
Consolidated Communications <i>Marty Pease (207) 272-7993</i>	X	
Central Maine Power <i>Kristian Suttie (207) 210-0754</i>	X	
Charter Communications <i>Chris Verzoni (207) 458-8017</i>	X	
Summit Natural Gas <i>Garth Vdoviak (207)331-6578</i>		X

Temporary utility adjustments **are** anticipated. If any unexpected utility relocations become necessary, they shall be scheduled in accordance with Section 104 of the Standard Specifications and shall be performed by the appropriate utility company in conjunction with the work by the Contractor. Should the Contractor choose to have any poles temporarily relocated, all work shall be done at the Contractor’s request and expense, with no additional cost or schedule impacts to the Department.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further

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approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All adjustments are to be made by the respective utility unless otherwise specified herein.

It is the responsibility of the Contractor with the Utility Pole owner, to layout all of the proposed pole locations in the field prior to the start of utility relocations. Should any adjustments be needed, the Utility will document adjustments and inform the Department prior to utility relocations.

The Contractor shall provide the utilities access to the new pole locations. Construction of any spot cuts or fills in excess of 2 feet must be completed prior to utility relocations. The Contractor shall prepare a plan for how access and the spot cuts and fills will be accomplished and what the schedule will be for performing the work. This plan will be discussed at the pre-construction utility meeting.

**** Specific information regarding the line voltage can be requested from Central Maine Power Company. ****

Utility working days are Monday through Friday. Times are estimated on the basis of a single crew for each utility. Any times and dates mentioned are **estimates only** and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

AERIAL

The bidding contractors are encouraged to review the pole and power line locations for crane clearances prior to bid.

Summary:

Utility	Pole Set	Transfer	New Wires Cables	Remove Wires Cables	Remove Poles	Working Days
Consolidated Communications	1	2			1	4
Central Maine Power		2				2
Charter Communications		2				2
Total:						8

Utility Specific Issues:

Consolidated Communications

Consolidated Communications has approximately **3** poles to remove and **3** new poles to set and cables to transfer to the new pole locations per the pole list included in this specification. The Contractor shall notify Consolidated Communications once all poles are staked, pole access is provided, and the clearing and spot cuts/fills are completed. **Consolidate Communications will require two weeks to schedule their work after notice is received.** Once work is scheduled Consolidated Communications **estimates four (4) working days to complete their work.**

Central Maine Power Company

Central Maine Power Company has cables to transfer to the new pole locations. After Consolidated Communications has completed their work, Central Maine Power Company shall begin their work. The Contractor and/or Consolidated Communications shall notify Central Maine Power Company once all of Consolidated Communications work is completed.

At the Contractors request, **Central Maine Power may alley arm** the conductors behind the poles to gain clearance during construction and will remove them once construction is complete. **Central Maine Power Company will require two weeks to schedule their work after notice is received.** Once work is scheduled Central Maine Power Company estimates **two (2) working days to complete their work.**

Charter Communications

Charter Communications has cables to splice/transfer to the new pole locations. After Central Maine Power Company has completed their work, Charter Communications shall begin their work. The Contractor and/or Central Maine Power shall notify Charter Communications once all of Central Maine Power’s work is completed. **Charter Communications will require two weeks to schedule their work after notice is received.** Once work is scheduled Charter Communications estimates **two (2) working days to complete their work.**

Armstrong Road Pole List:

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
65/54	46+48		X	21.2’					No Change
53 1/2	48+18	X		23.7’					Remove
					48+07	X		31.5’	New Taller Pole
	51+51		X	16’					Remove
53/3	51+52	X		20’					Remove
					51+54	X		31.5’	New Taller Pole
					51+54		X	21’	New Guy Pole
873D2-1	53+56	X		22.5’					Reset as required
65/51/50	55+52	X		21.4’					No Change

Marston Road Pole List:

Existing Pole #	Existing Station	Left/Right		Existing Offset	Proposed Station	Left/Right		Proposed Offset	Comments
		LT	RT			LT	RT		
1/2	20+48		X	33.7’					No Change
1/657/1/2	20+65		X	32.6’					No Change

Crane work is expected with this Project, all overhead lines will remain in place throughout the duration of the project, should the contractor have any question about line voltage, request conductors be covered, or request additional relocations, it will be done at his request and expense, with no additional cost to the project.

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SUBSURFACE

Summit Natural Gas has underground utilities within the project limits. It is recommended to contact Garth Vdoviak at **Summit Natural Gas** to verify where these facilities are located to avoid any conflicts.

BUY AMERICA

Utility construction work performed as part this federal-aid project is subject to the requirements of Buy America in accordance with Federal Regulation 23 CFR 635.410 Section 1518. Specific requirements are presented in Maine DOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

UTILITY SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

SPECIAL PROVISION

SECTION 107

TIME

(Contract Time and Contract Completion Date)

The following is added to the Standard Specifications in accordance with Subsection 107.1
Contract Time and Contract Completion Date:

The specified Contract Completion Date is June 28th, 2024 if Rice Rips Rd is closed to traffic in
2023.

The specified Contract Completion Date is June 27th, 2025 if Rice Rips Rd is closed to traffic in
2024.

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SPECIAL PROVISION
SECTION 107
TIME
(Supplemental Liquidated Damages)

The following is added to Standard Specification Subsection 107.8, Supplemental Liquidated Damages:

Rice Rips Rd. may be closed to all traffic for a maximum of 250 Days, with traffic detoured as shown on the Plans. This closure shall occur entirely within either the 2023 or 2024 calendar year. The new structure shall be Substantially Complete, as defined below, by November 15 of the chosen closure year. The Contractor will be assessed Supplemental Liquidated Damages at the rate of one thousand dollars (\$1,000.00) per Day for each Day that the project is not Substantially Complete after November 15 of the chosen closure year. Substantially Complete is defined as providing two-way traffic, with the new bridge having bridge rail and the approach roadway having base and surface lifts of pavement, and all guardrail complete, in place and accepted. The Resident will be the sole authority on when the bridge is considered Substantially Complete.

Temporary lane closures on Rice Rips Rd. with alternating one-way traffic may be allowed before and after the defined substantially complete date defined above, during daylight working hours as approved by the Resident and controlled through the work area by Flaggers. Nighttime lane closures will not be allowed, unless otherwise specified herein. The Contractor shall provide a minimum roadway width of 24 feet for two-way traffic and 12 feet for one-way alternating traffic.

I-95 NB and/or SB

Lane closures:

- i) The Contractor will be permitted single lane closures of I-95. Portions of the interstate previously closed to traffic shall be cleaned of all demolition and debris and all other construction materials prior to reopening that portion of the interstate, as approved by the Resident.
- ii) Construction access to the I-95 median shall be contained within a lane closure.
- iii) Single lane I-95 closures in each direction are allowed without penalty between 7:00 PM and 7:00 AM. Two (2) lanes of traffic shall be maintained in each direction of I-95 between 7:00 AM and 7:00 PM. Single lane closures on I-95 will not be allowed on Friday nights.
- iv) Supplemental Liquidated Damages at the rate of \$500.00 will be assessed for every 15 minute period, or any portion thereof, for each lane that remains closed to traffic on Northbound or Southbound between 7:00 AM and 7:00 PM.

A Bound of Interstate is defined as two lanes of traffic traveling in one direction of I-95.

Full closure of Bounds of Interstate:

- i. Allowed Monday through Saturday from 9:00 PM to 5:00 AM
- ii. Closure periods shall be a maximum of 25 minutes. Before the roadway is reopened, all materials and equipment shall be secured or cleared from the site and roadway shall be cleaned as approved by the Resident. At the end of the closure period, traffic shall be allowed to clear completely before another closure period is allowed to begin, as determined by the Resident.
- iii. Full closures are permitted for construction activities that cannot be performed over or alongside live traffic. Full closures will be allowed for work activities such as demolition of the steel superstructure, erection of steel girders, and other construction activities as approved by the Resident.
- iv. Supplemental Liquidated Damages in the amount of \$4,000 will be assess for every five minute period for each Bound that is not reopened to traffic after the allowed 25 minute closure period.

These assessments of Supplemental Liquidated Damages will be in addition to the Liquidated Damages specified in Section 107 of the Standard Specifications.