



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

January 13, 2023
Subject: I95 Bridge replacement
State WIN: 023505.00
Location: **Oakland &
Waterville Amendment No. 3**

Dear Sir/Ms.:

Make the following changes to the bid documents:

In the bid book:

REMOVE pages 16-23, PROPOSED SCHEDULE OF ITEMS, 8 pages, dated 12/9/22, and **REPLACE** with the attached, PROPOSED SCHEDULE OF ITEMS, 8 pages, dated 1/12/23.

REMOVE pages 24-31, CONTRACT AGREEMENT, OFFER & AWARD, 8 pages, and **REPLACE** with the attached, CONTRACT AGREEMENT, OFFER & AWARD, 8 pages.

REMOVE pages 39-44, 2022 DAVIS BACON WAGE RATES, 6 pages, dated 2/25/22, and **REPLACE** with the attached, 2023 DAVIS BACON WAGE RATES, 6 pages, dated 1/6/23.

REMOVE pages 54-55, Special Provision 107, TIME Supplemental Liquidated Damages, 2 pages, dated 12/2/22, and **REPLACE** with the attached, revised Special Provision 107, TIME Supplemental Liquidated Damages, 2 pages, dated 1/10/23.

REMOVE page 107, Special Provision 502, STRUCTURAL CONCRETE QC/QA Acceptance Methods, 1 page, dated 11/23/22, and **REPLACE** with the attached, revised Special Provision 502, STRUCTURAL CONCRETE QC/QA Acceptance Methods, 1 page, dated 1/9/23.

ADD Special Provision 527, ENERGY ABSORBING UNIT Truck Mounted Attenuator, 1 page. On page 234, Environmental Summary Sheet, under "Section 7, Comments/References" **CHANGE** "December 1, 2022" to "December 31, 2023". Make this change in pen and ink.

In the plans:

REMOVE sheet 2, ESTIMATED QUANTITIES & GENERAL CONSTRUCTION NOTES, 1 sheet dated 11/30/2022 and **REPLACE** with attached sheet 2 ESTIMATED QUANTITIES & GENERAL CONSTRUCTION NOTES, 1 sheet dated 1/12/2023.

On sheet 35, ABUTMENT SECTION & GIRDER SUPPORT DETAIL, change the reference note in the Typical Abutment Section to see "Please see pile note 10." Make this change in pen and ink.

The Following questions have been received:

Question: If two deck placements are required. Will uplift occur at the far abutment when the first deck placement is made?

Response: The deck placement sequence requirements take uplift, deflections and rotations into account and are defined to minimize concrete cracking.

Question: If two deck placements are required. Does the cured first deck placement affect the fluid dead load deflections of the girders when the second deck placement is made?

Response: The deck placement sequence requirements take uplift, deflections and rotations into account and are defined to minimize concrete cracking.

Question: No clearing limits are provided in the median near the new pier location. Please clarify what trees will be allowed to be removed for construction access in the median?

Response: The median is entirely within the state ROW, so removal of any of the trees in this area is permitted upon approval of the Resident. All costs for the removal of any trees from the median for access will be considered incidental to the contract.

Question: If two deck placements are required. Will the end of the first deck placement be perpendicular to the centerline of the roadway or parallel to the skew of the bearings?

Response: The bulkhead at the end of the first concrete placement will need to haunch down to the top of the diaphragms, so it will need to match the skew of the bridge.

Question: It appears that the only plan sheet from the 1992 Rehabilitation is one sheet at the end of the Existing Plan Set; sheet 9871-1; Expansion Dam Replacement Parts. Please confirm that this is the only plan sheet from the 1992 Rehabilitation project.

Response: Correct, there is only 1 sheet for the 1992 rehabilitation plans.

Question: On the Environmental Summary Sheet (pg. 234 of the Specifications) Section 7 states "If tree clearing cannot be completed by December 1, 2022, additional consultation may be required." Seeing as this date has passed please clarify what responsibility the contractor has in obtaining permission to clear trees on the project?

Response: Tree removal can be completed any time of year under the existing consultation until the end of 2023. Please see the pen and ink change for page 234 of the bid book.

Question: Is lateral bracing of the girders required during deck placement, per AASHTO 6.7.5.1 Lateral Bracing – General, bullet 4?

Response: Lateral bracing is not required during deck placement. The structure was designed to account for lateral forces during construction.

Question: Would the Department consider a 2-lane shift or single lane closure during regular work hours to allow safe access to the median by personnel, equipment, trucks, and concrete deliveries?

Response: Please see the revised 107 SP for updated I-95 traffic requirements.

Question: The existing bridge contains drains, and the new bridge design shows no drains. Is this correct? Please clarify.

Response: The proposed structure was intentionally designed without drains.

Question: Item 503.19 Low-Carbon, Chromium Reinf - Fab & Deliver escalator appears to be tied to the same Platts Steel Spot Market Prices as the black rebar item 503.12 according to the quantities listed in the table on page 2 of 2 of special provision 108. Item 503.19 is significantly materially different than item 503.12. Please provide a different index for the Low-Carbon, Chromium Rebar.

Response: No separate index is available for Low-Carbon, Chromium reinforcing.

Special provision 108 Steel Escalator is set up to define the range of items the escalator applies to (503, 504, 507, etc.). The escalator is applied to each item individually, so for items 503.12 & 503.19 the “Q” value in the escalator equation will be different.

Question: It is not clear how the contractor should access the Platts Steel Spot Market Prices referenced in this special provision. Please provide **the current Platts Steel Spot Market pricing as referenced for Plate and Reinforcing Bar, No. 5.**

Response: The Department will provide the appropriate values and supporting documentation for the escalator equation at the appropriate time of calculation. Nothing is required from the Contractors for the escalator process. The Platts Steel Spot Market prices can be obtained from a subscription to Engineering News Record.

Question: The Typical Abutment Section on sheet 35 says " * See Pile Note 11". We cannot find Pile Note 11 on this plan sheet. Please clarify this note.

Response: This note should say pile note 10, please see the pen and ink change to plan sheet 35.

Question: Please clarify what bid item soil excavation necessary to expose bedrock at the pier will be paid.

Response: Excavation for the installation of the proposed pier shall be paid under item 206.082 Structural Earth Excavation – Major Structures, for the limits as defined in the Standard Specification.

Question: Under special provision 502 Structural Concrete QC/QA Acceptance Methods there is no QC method or P value listed for class fill or class A pier concrete. Please provide.

Response: Please see the updated special provision 502 STRUCTURAL CONCRETE QC/QA Acceptance Methods.

Question: Please clarify the requirements for the Maintenance of Traffic during the 25-min full closure of the bounds of I-95 in one direction. Specifically, please clarify when and how many traffic officers are required and the cones / barrels / message boards that are required.

Response: The Contractor shall design and submit a traffic control plan that meets current MUTCD requirements to the Department for review and approval. Items for cones, drums & message boards will be paid for under each specific item.

Consider these changes and information prior to submitting your bid on **January 18, 2023**.

Sincerely,



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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 023505.00

Project(s): 023505.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.13 REMOVING EXISTING RAILINGS (RETAINED BY DEPARTMENT)	622.000 LF	_____	 _____	_____	 _____
0020	202.19 REMOVING EXISTING BRIDGE	LUMP SUM	LUMP SUM		_____	 _____
0030	202.202 REMOVING PAVEMENT SURFACE	375.000 SY	_____	 _____	_____	 _____
0040	203.20 COMMON EXCAVATION	1,220.000 CY	_____	 _____	_____	 _____
0050	203.24 COMMON BORROW	1,000.000 CY	_____	 _____	_____	 _____
0060	203.25 GRANULAR BORROW	600.000 CY	_____	 _____	_____	 _____
0070	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	647.000 CY	_____	 _____	_____	 _____
0080	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	8.000 CY	_____	 _____	_____	 _____
0090	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1,130.000 CY	_____	 _____	_____	 _____
0100	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	182.000 T	_____	 _____	_____	 _____
0110	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	8.000 T	_____	 _____	_____	 _____
0120	403.213 HOT MIX ASPHALT 12.5 MM BASE	250.000 T	_____	 _____	_____	 _____

Maine Department of Transportation

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	409.15 BITUMINOUS TACK COAT - APPLIED	80.000 G	_____	 _____	_____	 _____
0140	501.231 DYNAMIC LOADING TEST	1.000 EA	_____	 _____	_____	 _____
0150	501.502 ROCK SOCKETED H-PILES 117 LBS/ FT ABUT NO.1	90.000 LF	_____	 _____	_____	 _____
0160	501.54 STEEL H-BEAM PILES 117 LBS/FT, DELIVERED	220.000 LF	_____	 _____	_____	 _____
0170	501.541 STEEL H-BEAM PILES 117 LBS/FT, IN PLACE	130.000 LF	_____	 _____	_____	 _____
0180	501.804 DRILLING EQUIPMENT MOBILIZATION ROCK SOCKETED H-PILES	LUMP SUM		LUMP SUM	_____	 _____
0190	501.81 PREDRILLING HOLES FOR PILES	55.000 LF	_____	 _____	_____	 _____
0200	501.90 PILE TIPS	5.000 EA	_____	 _____	_____	 _____
0210	501.92 PILE DRIVING EQUIPMENT MOBILIZATION	LUMP SUM		LUMP SUM	_____	 _____
0220	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP SUM		LUMP SUM	_____	 _____
0230	502.239 STRUCTURAL CONCRETE PIERS	LUMP SUM		LUMP SUM	_____	 _____

Maine Department of Transportation

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			Dollars	Cents	Dollars	Cents
0240	502.26 STRUCTURAL CONCRETE ROADWAY AND SIDEWALK SLABS ON STEEL BRIDGES	LUMP SUM	LUMP	SUM	_____	_____
0250	502.291 SAW CUT GROOVING	LUMP SUM	LUMP	SUM	_____	_____
0260	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP SUM	LUMP	SUM	_____	_____
0270	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM	LUMP	SUM	_____	_____
0280	502.565 CONCRETE FILL	41.000 CY	_____	_____	_____	_____
0290	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	19,590.000 LB	_____	_____	_____	_____
0300	503.13 REINFORCING STEEL, PLACING	19,590.000 LB	_____	_____	_____	_____
0310	503.19 LOW-CARBON, CHROMIUM REINFORCEMENT - FABRICATED & DELIVERED	27,140.000 LB	_____	_____	_____	_____
0320	503.20 LOW-CARBON, CHROMIUM REINFORCEMENT - PLACING	27,140.000 LB	_____	_____	_____	_____
0330	504.702 STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED	LUMP SUM	LUMP	SUM	_____	_____
0340	504.71 STRUCTURAL STEEL ERECTION	LUMP SUM	LUMP	SUM	_____	_____

1/12/2023

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Proposal Schedule of Items

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			Dollars	Cents	Dollars	Cents
0350	505.08 SHEAR CONNECTORS	LUMP SUM	LUMP	SUM	_____	_____
0360	506.9104 THERMAL SPRAY COATING - SHOP APPLIED	LUMP SUM	LUMP	SUM	_____	_____
0370	507.0821 STEEL BRIDGE RAILING, 3 BAR	LUMP SUM	LUMP	SUM	_____	_____
0380	507.0822 STEEL APPROACH RAILING, 3-BAR	4.000 EA	_____	_____	_____	_____
0390	511.07 COFFERDAM: PIER	LUMP SUM	LUMP	SUM	_____	_____
0400	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP	SUM	_____	_____
0410	523.52 BEARING INSTALLATION	5.000 EA	_____	_____	_____	_____
0420	523.5551 POT OR DISC BEARINGS, FIXED	5.000 EA	_____	_____	_____	_____
0430	526.301 PORTABLE CONCRETE BARRIER TYPE I	LUMP SUM	LUMP	SUM	_____	_____
0440	527.33 TRUCK MOUNTED ATTENUATOR	2.000 EA	_____	_____	_____	_____
0450	527.34 WORK ZONE CRASH CUSHIONS	2.000 UN	_____	_____	_____	_____
0460	530.30 GFRP, REINFORCEMENT BARS, FABRICATED & DELIVERED	80,270.000 LF	_____	_____	_____	_____

Maine Department of Transportation

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			Dollars	Cents	Dollars	Cents
0470	530.31 GFRP, REINFORCEMENT BARS, PLACING	80,270.000 LF	_____	 _____	_____	 _____
0480	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	365.250 LF	_____	 _____	_____	 _____
0490	606.1303 31" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	12.500 LF	_____	 _____	_____	 _____
0500	606.1304 31" W-BM GR, MID-WAY SPLICE-OVER 15' RAD	62.500 LF	_____	 _____	_____	 _____
0510	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	2.000 EA	_____	 _____	_____	 _____
0520	606.1721 BRIDGE TRANSITION - TYPE 1	4.000 EA	_____	 _____	_____	 _____
0530	606.2593 ANCHORAGE ASSEMBLY, MIDWAY SPLICE	1.000 EA	_____	 _____	_____	 _____
0540	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	2.000 EA	_____	 _____	_____	 _____
0550	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	8.000 EA	_____	 _____	_____	 _____
0560	607.17 CHAIN LINK FENCE - 6 FOOT	160.000 LF	_____	 _____	_____	 _____
0570	607.183 CHAIN LINK SNOW FENCE 33 INCH	LUMP SUM		 LUMP SUM	_____	 _____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0580	607.34 BRACING ASSEMBLY CHAIN LINK FENCE	10.000 EA	_____	 _____	_____	 _____
0590	610.08 PLAIN RIPRAP	670.000 CY	_____	 _____	_____	 _____
0600	610.18 STONE DITCH PROTECTION	19.000 CY	_____	 _____	_____	 _____
0610	613.319 EROSION CONTROL BLANKET	136.000 SY	_____	 _____	_____	 _____
0620	615.07 LOAM	110.000 CY	_____	 _____	_____	 _____
0630	618.14 SEEDING METHOD NUMBER 2	17.000 UN	_____	 _____	_____	 _____
0640	619.12 MULCH	17.000 UN	_____	 _____	_____	 _____
0650	619.14 EROSION CONTROL MIX	210.000 CY	_____	 _____	_____	 _____
0660	620.58 EROSION CONTROL GEOTEXTILE	767.000 SY	_____	 _____	_____	 _____
0670	620.66 DRAINAGE GEOCOMPOSITE	63.000 SY	_____	 _____	_____	 _____
0680	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	2,055.000 LF	_____	 _____	_____	 _____
0690	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

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Project(s): 023505.00

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0700	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0710	631.11 AIR TOOL (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0720	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0730	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0740	639.18 FIELD OFFICE TYPE A	1.000 EA	_____	 _____	_____	 _____
0750	652.312 TYPE III BARRICADE	4.000 EA	_____	 _____	_____	 _____
0760	652.33 DRUM	25.000 EA	_____	 _____	_____	 _____
0770	652.34 CONE	50.000 EA	_____	 _____	_____	 _____
0780	652.35 CONSTRUCTION SIGNS	650.000 SF	_____	 _____	_____	 _____
0790	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM		 LUMP SUM	_____	 _____
0800	652.38 FLAGGER	100.000 HR	_____	 _____	_____	 _____
0810	652.381 TRAFFIC OFFICER	100.000 HR	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

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Project(s): 023505.00

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Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0820	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	4.000 EA	_____	 _____	_____	 _____
0830	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	_____	 LUMP SUM	_____	 _____
0840	659.10 MOBILIZATION	LUMP SUM	_____	 LUMP SUM	_____	 _____
0850	660.21 ON-THE-JOB TRAINING (BID)	1,000.000 HR	_____	 _____	_____	 _____
Section: 1			Total:		_____	 _____
			Total Bid:		_____	 _____

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 **023505.00** for **Armstrong Road - Interstate 95 Bridge Replacement** in the town of **Oakland** and in the city of **Waterville**, County of **Kennebec**, 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 27, 2025**. 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 023505.00, Armstrong Road - Interstate 95 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.
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 _____

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 **023505.00** for **Armstrong Road - Interstate 95 Bridge Replacement** in the town of **Oakland** and in the city of **Waterville**, County of **Kennebec**, 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 27, 2025**. 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.

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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 023505.00, Armstrong Road - Interstate 95 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

"General Decision Number: ME20230037 01/06/2023

Superseded General Decision Number: ME20220037

State: Maine

Construction Type: Highway

County: Kennebec County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

OPERATOR: Roller (Earth).....	\$ 16.43	3.40
TRAFFIC CONTROL: Flagger.....	\$ 9.38 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....	\$ 17.47	4.80
TRUCK DRIVER: Dump Truck.....	\$ 14.32 **	5.81
TRUCK DRIVER: TackTruck.....	\$ 20.18	7.75

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

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 allowed in conjunction with a passing 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 unless otherwise specified herein. Single lane closures on I-95 will not be allowed on Friday nights or on any Holidays or Holiday weekends.
- iv) Rolling Slowdowns are allowed between 9:00 AM and 2:00 PM upon approval from the Department. A Rolling Slowdown is a traffic control strategy that uses a rolling blockade of vehicles, each equipped with amber warning lights, traveling at slow speeds to create a gap in traffic to enable completion of work activities requiring

- exclusive access across or over the directional roadway that would otherwise present significant risks to motorists. These activities typically involve allowing access to the median for vehicles, equipment, and material deliveries.
- v) The Department reserves the right to restrict or remove the use of the 9:00 AM to 2:00 PM Rolling Slowdowns, completely and unconditionally, with limited advance warning due to heavy traffic, traffic backups, accidents, inclement weather, forecasted storm events, etc. The Department will try to provide as much advance notification as possible before taking this step.
 - vi) 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 to 9:00 AM and 2:00 PM to 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.

SPECIAL PROVISION
SECTION 502
STRUCTURAL CONCRETE
(QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
A	502.219	Structural Concrete, Abutments and Retaining Walls	\$400	A
A	502.26	Structural Concrete Roadway and Sidewalk Slab on Steel Bridges	\$400	A
A	502.239	Structural Concrete Piers	\$400	A
A	502.31	Structural Concrete Approach Slab	-	C
LP	502.49	Structural Concrete Curbs and Sidewalks	-	C
F	502.565	Concrete Fill	-	C

P values listed above reflect the price per cubic yard (yd³) for all pay adjustment purposes.

SPECIAL PROVISION
SECTION 527
ENERGY ABSORBING UNIT
(Truck Mounted Attenuator)

Description: This work consists of furnishing, maintaining and deploying a truck mounted attenuator (TMA) and a shadow or barrier truck in accordance with this specification and as directed. A Truck Mounted Attenuator must comply with NCHRP Report 350.

Materials: The energy absorbing system shall be from the Department’s Qualified Product List (QPL). The TMA shall be mounted in accordance with the manufactures specifications to a truck with a gross vehicle weight of at least 10,000 pounds.

Installation: The chart below identifies the distance from the work zone or hazard where the TMA shall be deployed. If the work zone is within a marked lane closure, the barrier truck distances shall apply and if the work is mobile, then shadow truck distances shall apply. When used as a barrier, the barrier truck shall be parked in low gear with brakes applied and the front wheels turned away from the work zone and the adjacent traffic lane. For placement details, reference the Manual of Uniform Traffic Control Devices (MUTCD).

Weight of Truck	Barrier Truck Distance from Work Zone of Hazard	Shadow Truck Distance from Work Vehicle or Work Zone
10,000 lbs	250 ft	300 ft
15,000 lbs	200 ft	250 ft
>24,000 lbs	150 ft	200 ft

Method of Measurement: Truck mounted attenuator will be measured by the unit furnished.

Basis of Payment: The accepted quantity of truck mounted attenuator will be paid for at the contract unit price each which includes furnishing and all costs of attaching to and retrofitting of a truck on which The TMA will be deployed. Daily maintenance and deployment of the TMA, including the cost of the truck, shall be considered incidental.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
527.33 Truck Mounted Attenuator	Each

Date: 1/12/2023

Username: Mark Poulin

Division: BRIDGE

Filename: ... \002_Estimate_General_Notes.dgn

ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT
202.13	REMOVING EXISTING RAILINGS (RETAINED BY DEPARTMENT)	622	LF
202.19	REMOVING EXISTING BRIDGE (CONCRETE: 470 CY & STEEL: 144 T)	1	LS
202.202	REMOVING PAVEMENT SURFACE	375	SY
203.20	COMMON EXCAVATION	1,220	CY
203.24	COMMON BORROW	1000	CY
203.25	GRANULAR BORROW	600	CY
206.082	STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	647	CY
206.092	STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	8	CY
304.10	AGGREGATE SUBBASE COURSE - GRAVEL	1,130	CY
403.208	HOT MIX ASPHALT 12.5 MM HMA SURFACE	182	T
403.209	HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, ISLANDS, & INCIDENTALS)	8	T
403.213	HOT MIX ASPHALT 12.5 MM BASE	250	T
409.15	BITUMINOUS TACK COAT - APPLIED	80	G
501.231	DYNAMIC LOADING TEST	1	EA
501.502	ROCK SOCKETED H-PILES 117 LBS/FT. IN PLACE	90	LF
501.54	STEEL H-BEAM PILES 117 LBS/FT. DELIVERED	220	LF
501.541	STEEL H-BEAM PILES 117 LBS/FT. IN PLACE	130	LF
501.804	DRILLING EQUIPMENT MOBILIZATION	1	LS
501.81	PREDRILLING HOLES FOR PILES	55	LF
501.90	PILE TIPS	5	EA
501.92	PILE DRIVING EQUIPMENT MOBILIZATION	1	LS
502.219	STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS (123 CY)	1	LS
502.239	STRUCTURAL CONCRETE PIERS (95 CY)	1	LS
502.26	STRUCTURAL CONCRETE ROADWAY & SIDEWALK SLAB ON STEEL BRIDGE (336 CY)	1	LS
502.291	SAW CUT GROOVING (9700 SF)	1	LS
502.31	STRUCTURAL CONCRETE APPROACH SLABS (27 CY)	1	LS
502.49	STRUCTURAL CONCRETE CURBS AND SIDEWALKS (27 CY)	1	LS
502.565	CONCRETE FILL	41	CY
503.12	REINFORCING STEEL, FABRICATED AND DELIVERED	19,590	LB
503.13	REINFORCING STEEL, PLACING	19,590	LB
503.19	LOW-CARBON, CHROMIUM REINFORCEMENT - FABRICATED & DELIVERED	27,140	LB
503.20	LOW-CARBON, CHROMIUM REINFORCEMENT - PLACING	27,140	LB
504.702	STRUCTURAL STEEL FABRICATED AND DELIVERED, WELDED (505,216 LBS)	1	LS
504.71	STRUCTURAL STEEL ERECTION (505,216 LBS)	1	LS
505.08	SHEAR CONNECTORS (2,530 EA)	1	LS
506.9104	THERMAL SPRAY COATING - SHOP APPLIED (505,216 LBS)	1	LS
507.0821	BRIDGE RAILING, 3 BAR (606 LF)	1	LS
507.0822	STEEL APPROACH RAIL, 3 BAR	4	EA
511.07	COFFERDAM, PIER	1	LS
515.21	PROTECTIVE COATING FOR CONCRETE SURFACES (1600 SY)	1	LS
523.52	BEARING INSTALLATION	5	EA
523.5551	DISC BEARINGS, FIXED	5	EA
526.301	PORTABLE CONCRETE BARRIER TYPE 1 (150 LF)	1	LS
527.33	TRUCK MOUNTED ATTENUATOR	2	EA
527.34	WORK ZONE CRASH CUSHIONS	2	UN
530.30	GFRP, REINFORCEMENT BARS, FAB & DEL	80,270	LF
530.31	GFRP, REINFORCEMENT BARS, PLACING	80,270	LF
606.1301	3" W-BM GR, MID-WAY SPLICE-SGL FACED	365.25	LF
606.1303	3" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	12.5	LF
606.1304	3" W-BM GR, MID-WAY SPLICE-OVER 15' RAD	62.5	LF
606.1305	3" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	2	EA
606.1721	BRIDGE TRANSITION - TYPE 1	4	EA
606.2593	ANCHORAGE ASSEMBLY - MIDWAY SPLICE	1	EA
606.265	TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	2	EA
606.353	REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	8	EA
607.17	CHAIN LINK FENCE - 6 FOOT	160	LF
607.183	CHAIN LINK SNOW FENCE 33 INCH (268 LF)	1	LS
607.34	BRACING ASSEMBLY CHAIN LINK FENCE	10	EA
610.08	PLAIN RIPRAP	670	CY
610.18	STONE DITCH PROTECTION	19	CY
613.319	EROSION CONTROL BLANKET	136	SY
615.07	LOAM	110	CY
618.14	SEEDING METHOD NUMBER 2	17	UN
619.12	MULCH	17	UN
619.14	EROSION CONTROL MIX	210	CY
620.58	EROSION CONTROL GEOTEXTILE	767	SY
620.66	DRAINAGE GEOCOMPOSITE	63	SY
627.733	4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	2055	LF
629.05	HAND LABOR, STRAIGHT TIME	40	HR
631.10	AIR COMPRESSOR (INCLUDING OPERATOR)	20	HR
631.11	AIR TOOL (INCLUDING OPERATOR)	20	HR
631.12	ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20	HR
631.172	TRUCK - LARGE (INCLUDING OPERATOR)	20	HR
639.18	FIELD OFFICE TYPE A	1	EA
652.312	TYPE III BARRICADE	4	EA
652.33	DRUMS	25	EA
652.34	CONES	50	EA
652.35	CONSTRUCTION SIGNS	650	SF
652.361	MAINTENANCE OF TRAFFIC CONTROL DEVICES (150 DAYS)	1	LS
652.38	FLAGGER	100	HR
652.381	TRAFFIC OFFICER	100	HR
652.41	PORTABLE CHANGEABLE MESSAGE SIGN	4	EA
656.75	TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	1	LS
659.10	MOBILIZATION	1	LS
660.21	ON-THE-JOB TRAINING (BID)	1000	HR

GENERAL CONSTRUCTION NOTES

- During construction, the road will be closed to traffic for a time period specified in the Special Provisions.
- For easements, construction limits and right of way lines, refer to Right of Way Map.
- The clearing limits as shown on the plans are approximate. The exact limits will be established in the field by the Resident. Payment for clearing will be considered incidental to Contract items.
- All utility facilities shall be adjusted by the respective utilities unless otherwise noted.
- All aluminum bridge rail, rail posts, and associated hardware which are to be removed shall be carefully salvaged by the Contractor and will remain the property of the Department. See Special Provision Section 202, Removing Existing Railings-Retained by Department.
- Do not excavate for Aggregate Subbase Course where existing material is suitable as determined by the Resident.
- In areas where the Resident directs the Contractor not to excavate to the subgrade line shown on the plans, payment for removing existing pavement, grubbing, shaping, ditching, and compacting the existing subbase and layers of new subbase 6 inches or less thick will be made under appropriate equipment rental items.
- The removal of chain link fence shall be considered incidental to the contract.
- Stones which cannot be rolled or compacted into the surface of the shoulder shall be removed by hand raking. Payment for hand raking will be considered incidental to Pay Item 304.10, Aggregate Subbase Course - Gravel.
- Place loam 2 inches deep on all new or reconstructed sideslopes or as directed by the Resident.
- Erosion Control Mix may be substituted in those areas normally receiving loam and seed as directed by the Resident. Placement shall be in accordance with Standard Specifications Section 619, Mulch. Payment will be made under Item No. 619.14, Erosion Control Mix.
- Place a 24-in. wide strip of Erosion Control Blanket on the sideslopes along the top of the riprap and behind the wingwalls.
- Guardrail posts as shown in the Standard Details shall be modified from the indicated length of 7 feet to a length of 8 feet with an embedment of 5.25 feet. Payment will be considered incidental to the guardrail pay items.
- Extended-use Erosion Control Blanket, seeded gutters, riprap downspouts, and other gutters lined with Stone Ditch Protection shall be constructed after paving and shoulder work is completed, where it is apparent that runoff will cause continual erosion. Payment will be made under the appropriate Contract items.
- Protective Coating for Concrete Surfaces shall be applied to the following areas:

All exposed surfaces of concrete curbs, Fascias down to the drip notch, Concrete wearing surfaces, Top of abutment backwalls and wingwalls, and To one foot below the ground on vertical walls against earth.

16. Project information referred to below may be accessed at the following MaineDOT web address: <http://www.maine.gov/mdot/contractors/>.

17. The existing bridge plans may be accessed at the MaineDOT web address. The plans are reproductions of the original drawings as prepared for the construction of the bridge. It is very unlikely that the plans will show any construction field changes or any alterations which may have been made to the bridge during its life span.

18. The project geotechnical reports titled: Geotechnical Addendum #1 for Armstrong Rd. Bridge over I-95, Waterville, Maine dated August 26, 2022, and Geotechnical Design Report, Armstrong Rd. Bridge over I-95, Waterville, Maine, Soils Report 2020-38, dated October 7, 2020, can be accessed at the MaineDOT web address.

19. Geotechnical information furnished or referred to in this plan set is for the use of the Bidders and the Contractor. No assurance is given that the information or interpretations will be representative of actual subsurface conditions at the construction site. MaineDOT will not be responsible for the Bidders' or Contractor's interpretations of, or conclusions drawn from, the geotechnical information. The boring logs contained in the plan set present factual and interpretive subsurface information collected at discrete locations. Data provided may not be representative of the subsurface conditions between the boring locations.

20. Quantities included for pay items measured and paid for by Lump Sum are estimated quantities and are provided by MaineDOT for informational purposes only. Lump Sum pay items will be paid for at the Contract Bid amount, with no addition or reduction in payment to the Contractor if the actual final quantities are different from the MaineDOT provided estimated quantities, except as follows:

- If a Lump Sum pay item is eliminated, the requirements of Standard Specifications Section 109.2, Elimination of Items, will take precedence.
- If other Contract Documents specifically allow a change in payment for a Lump Sum pay item, those requirements will be followed.
- If a design change results in changes to estimated quantities for Lump Sum pay items, price adjustments will be made in accordance with Standard Specifications Section 109.7, Equitable Adjustments to Compensation.

21. The Contractor shall submit a Bridge Demolition Plan to the Resident at least 10 business days prior to the start of demolition work. The plan shall outline the methods and equipment to be used to remove and dispose of all materials included in the existing bridge. No work related to the removal of the bridge shall be undertaken by the Contractor until MaineDOT has reviewed the Bridge Demolition Plan for appropriateness and completeness. Payment for all work necessary for developing, submitting and finalizing the Demolition Plan will be considered incidental to the bridge removal pay item.

22. The existing bridge shall be removed by and become the property of the Contractor. The steel portions of the existing bridge are coated with a lead-based paint system. The Contractor is responsible for the containment, proper management and disposal of all lead-contaminated hazardous waste generated by the process of demolishing the bridge. The Contractor is responsible for implementing appropriate OSHA mandated personal protection standards related to this process. Once the existing bridge is removed, the Contractor is solely responsible for the care, custody and control of the components of the existing bridge and any hazardous waste generated as a result of the storage, recycling or disposal of the bridge components, including lead-coated steel. The Contractor shall recycle or reuse the steel in accordance with the Maine Department of Environmental Protection's "Maine Hazardous Waste Management Regulations," Chapter 850. A copy of this regulation is available at MaineDOT's offices on Child Street in Augusta. Payment for all labor, materials, equipment and other costs required to remove and dispose of the existing bridge will be considered incidental to the bridge removal pay item.

23. At the intersection of Campus Drive, Rice Rips Road, and Washington Street a roundabout project was completed in 2022. Due to this roadway reconstruction, the existing roadway conditions at Sta. 53+75 to Sta. 56+96 may be different than the survey data shown.

STATE OF MAINE		DEPARTMENT OF TRANSPORTATION		2350500		WIN		23505.00		BRIDGE NO. 6815		BRIDGE PLANS	
ARMSTRONG ROAD BRIDGE		OVER INTERSTATE - 95		OAKLAND & WATERVILLE KENNEBEC COUNTY		ESTIMATED QUANTITIES AND GENERAL CONSTRUCTION NOTES		SHEET NUMBER		2		OF 53	
PROJ. MANAGER	D. Eaton	BY	M.R.P. J. Leveil	DATE	OCT 2022	SIGNATURE		P.E. NUMBER		DATE			
DESIGN-DETAILED	E. Brewer	CHECKED-REVIEWED	D. Eaton	DESIGN-DETAILED		REVISIONS 1		REVISIONS 2		REVISIONS 3		FIELD CHANGES	