



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

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

July 31, 2018  
Subject: Culvert Replacement  
State WIN: 023847.00  
Location: **Augusta**  
**Amendment No. 4**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**CHANGE** on page 11, Notice to Contractors, the bid opening date in the first paragraph from “August 1, 2018” from Amendment No. 3 to read “**August 15, 2018**”. Make this change in pen and ink.

**REMOVE** pages 14-21 “CONTRACT AGREEMENT OFFER & AWARD”, two copies, 4 pages each, and **REPLACE** with the attached revised “CONTRACT AGREEMENT OFFER & AWARD”, two copies, 4 pages each, dated July 30, 2018.

**REMOVE** page 29, “CONSTRUCTION NOTES”, 1 page, dated June 28, 2018, and **REPLACE** with the attached revised “CONSTRUCTION NOTES”, 1 page, dated July 30, 2018.

**REMOVE** page 39, “SPECIAL PROVISION, SECTION 105, GENERAL SCOPE OF WORK (Limitations of Operations)”, 1 page, dated June 28, 2018, and **REPLACE** with the attached revised “SPECIAL PROVISION, SECTION 105, GENERAL SCOPE OF WORK (Limitations of Operations)”, 1 page, dated July 30, 2018.

**REMOVE** page 42, SPECIAL PROVISION – SECTION 105 – GENERAL SCOPE OF WORK – (Environmental Requirements), 1 page, dated May 10<sup>th</sup>, 2018, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 105 – GENERAL SCOPE OF WORK – (Environmental Requirements), 1 page, dated July 30, 2018.

**REMOVE** page 43, SPECIAL PROVISION – SECTION 107 – TIME – (Contract Time), 1 page, dated June 28, 2018, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 – TIME – (Contract Time), 1 page, dated 7/27/2018.



PRINTED ON RECYCLED PAPER

Consider these changes and information prior to submitting your bid on **August 15, 2018**.

Sincerely,

A handwritten signature in black ink, appearing to read "George M. A. Macdougall", followed by the word "FOR" in a similar cursive style.

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 \_\_\_\_\_ (**Contractor**) 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 023847.00 for the Culvert Replacement in the City of Augusta**, 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 15, 2019**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Special Provision 107 and Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 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 Standard Specifications, November 2014 Edition, Standard Details November 2014 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 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 November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 023847.00 for the Culvert Replacement in the City of Augusta**, 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, November 2014 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 November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fifth: 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

\_\_\_\_\_  
Brian T. Burne  
Highway Maintenance Engineer

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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

\_\_\_\_\_  
Brian T. Burne  
Highway Maintenance Engineer

## CONSTRUCTION NOTES

### **ITEM 603.510 84 INCH REINFORCED CONCRETE PIPE CLASS IV**

Located in Augusta GPS coordinates N 44.340279, W 69.665774

**Existing:** Twin 24" x 92' Centerline Elevation = 100.00

**Proposed:** 84" x 88' RCP Class IV

North Side Existing	South Side Existing
Inlet 52' North of Centerline at Elev. 89.26	Outlet 40' South of Centerline at Elev. 88.47
North Side Proposed	South Side Proposed
Inlet 48' North of Centerline at Elev. 87.50	Outlet 40' South of Centerline at Elev. 87.50

- This is an in-water location and downstream flow conditions shall be maintained as required by Special Provision 105 Environmental Requirements. The Contractor will be required to handle and pump water such that the stream is always flowing and no dirty water leaves the site.
- Steel sheeting or steel sheet cofferdams shall be used as required by Special Provision 511 Cofferdams. Sand bags **are not** allowed.
- There are no date restrictions for an in-water work window, however work shall be done in accordance with any and all restrictions in Special Provision 107 Time.
- The replacement culverts shall not be longer than the existing culverts.
- No rip rap or other fill shall be placed below the normal high water mark.
- Excavate the inlet of the stream to match the new inlet elevation. The extent of the excavation shall be as directed in the field, out to but not exceeding the limits shown in the environmental permit package.
- The Contractor shall install pipe ties at all RCP joints.

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Limitations of Operations)

1. The Contractor's traffic control plan must be operationally effective, complete and in conformity with Federal requirements, Contract provisions, the current edition of the MUTCD and Department policy and procedures as determined by the Department prior to beginning work.
2. At a minimum, pipe trenches shall be paved on Friday before the Contractor leaves the work area. The Contractor will maintain the trenches and provide adequate signage until the trench is paved.
3. A 48-hour notice will be required for any changes in the work schedule.
4. **Traffic Control:** Contractor will be required use traffic signals with vehicle detection sensors. The Contractor will be required to use crash trucks or crash barrel arrays on each side of the work zone. Work zone will be no longer than 750' light to light. Speed limit will be dropped to 45 mph.
5. At least one 14 foot wide lane traffic shall be maintained through the project area at all times.
6. Any temporary pipe bypass needed shall be approved by the Resident.
7. MaineDOT is willing to do a site visit if requested. Matthew Whitcomb is the MaineDOT's contact person. He may be reached by cell phone # 441-3028. If he is not available, then contact Rob Betz by cell phone # 441-2058

SPECIAL PROVISION  
SECTION 105  
GENERAL SCOPE OF WORK  
(Environmental Requirements)

Work within streams (“In Stream Work”, see MaineDOT Standard Specifications 101.2 Definitions) requires special conditions to minimize impacts. The following special conditions shall apply to this project:

- I. In Stream Work shall apply to the following water body at the following location.
  1. Unnamed tributary located in Augusta, GPS coordinates N 44.340279, W 69.665774
  
- II. Special Conditions:
  1. No new/additional length shall be added to the above-listed culvert crossing.
  2. No riprap or other fill, temporary or permanent shall be placed below the ordinary high water line of the unnamed tributary.
  
- III. Approvals:
  1. Temporary Soil Erosion and Water Pollution Control Plan
  
- IV. Conditions for presence of standing or flowing water at the above-identified In Stream water body:
  1. If standing or flowing water is present, work must be conducted within a cofferdam constructed according to MaineDOT’s Standard Specifications, Special Provision 511 for this project and in adherence with the contractors approved “Soil Erosion and Water Pollution Control Plan”.
  
- V. No work shall be allowed that completely blocks a stream without providing downstream flow.

**Town: Augusta**

**Win: 023847.00**

**Description: Culvert Replacement**

**Date: 7/27/2018**

## **Special Provision 107 (Contract Time)**

1. The Contractor shall be allowed to commence Work on the Contract on or **after May 6<sup>th</sup>, 2019** provided that the Contract has been awarded, all required plans/submittals have been received and determined to be acceptable by the Department and a preconstruction meeting has been held.
2. The completion date for this contract is **June 15<sup>th</sup>, 2019**.
3. The Contractor has **7 calendar** days to complete the project. For every calendar day over the **7days** they will be assessed a disincentive of \$ 10,000 a day. For **every calendar day**, less than the **7 days they will be awarded an incentive of \$ 10,000**. Partial calendar days will not be counted as disincentive or incentive.
4. Once operations commence, the Contractor will continue work on the project until it is complete. For every weekday not worked the Contractor will be charged Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.
5. The Contractor must comply with the Standard Specification Section 652.2 Night Work and the MUTCD to ensure proper lighting is provided and protective gear is worn when working before sunrise and after sunset. Sunrise and sunset will be determined by the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine.asp>. If the project town is not listed, the closest town on the list will be used as agreed. **This must be addressed in the Contractor's Traffic Control Plan and violations are subject to a traffic control violation.**
6. Work will be allowed on Saturdays and Sundays.