



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

June 8, 2018
Subject: Timber Deck Replacement
State WIN: 024148.00
Location: **New Portland**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 12 – 19, Contract Agreement, Offer & Award, 8 pages, and **REPLACE** with the attached, revised Contract Agreement, Offer & Award, 8 pages.

REMOVE page 45, SPECIAL PROVISION _ SECTION 107 _ TIME _ (Contract Time), 1 page, dated April 5, 2018, and **REPLACE** with the attached, revised SPECIAL PROVISION _ SECTION 107 _ TIME _ (Contract Time), 1 page, dated June 7, 2018.

The following questions have been received:

Question: Will there be a pre-bid meeting, or will it be the responsibility of the contractors to visit the site at their convenience prior to the bid?

Response: There will be no pre-bid meeting, contractors are free to visit the site at their convenience.

Question: In the Notice to Contractors there is a statement that reads the original bid bond must be submitted to MDOT within 72 hours of the bid. Further down there is a statement in bold that no bid bond or performance and payment bonds are required. Please confirm whether any sort of bond is required or not.

Response: Bid bond, performance bond and payment bond are not required.

Question: In regard to work over the river, there will be dirt and debris to be cleaned from the floor beams prior to installation of ice and water shield. Will shielding or containment be required?



PRINTED ON RECYCLED PAPER

Response: The Contractor shall take reasonable precaution to prevent debris from falling into the water.

Question: Please provide what the required lumber grade for the treated southern yellow pine wearing surface timbers is.

Response: Number 2 southern yellow pine.

Question: How is the existing timber and lumber that is to be removed, treated? CCA, Creosote, etc. and is there a special disposal method required for this timber and lumber?

Response: We are unsure if the existing lumber is treated, the Contractor will need to verify this for themselves.

Question: Can the completion date be extended to October 15th? There is not enough time to order, mill, treat and deliver the specified Timber.

Response: The Contract completion date will be changed to September 28, 2018, however the start date has been moved to August 6, 2018. See above changes.

Question: We are unable to find a supplier for PT meeting the specifications of lumber AND cut the 2-7/8 inch X 10 inch SYP to 11 foot 4-1/2 inch BEFORE treating them. Can the lumber be treated with a roll on CCA application after field cutting the lumber to 11 foot 4-1/2 inch?

Response: No, the wood must be pressure treated as specified

Consider these changes and information prior to submitting your bid on **June 13, 2018**.

Sincerely,

A handwritten signature in black ink, appearing to read "Geo M A Macdougall" followed by "FOR" in a separate, slightly larger and bolder script.

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, **WIN24148.00 for the Timber Wearing Surface Replacement in the town of New Portland**, County of Somerset, 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 **September 28, 2018**. 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, 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 that the amount of this offer is

\$ _____ .

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, and Contract Agreement. 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, and Contract Agreement contained herein for construction of: **WIN24148.00 for the Timber Wearing Surface Replacement in the town of New Portland**, 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 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: 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.

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

Fourth: 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: John E. Buxton
Bridge Maintenance Engineer

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 _____ (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, **WIN24148.00 for the Timber Wearing Surface Replacement in the town of New Portland**, County of Somerset, 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 **September 28, 2018**. 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, 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 that the amount of this offer is

\$ _____ .

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, and Contract Agreement. 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, and Contract Agreement contained herein for construction of: **WIN24148.00 for the Timber Wearing Surface Replacement in the town of New Portland**, 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 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: 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.

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

Fourth: 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: John E. Buxton
Bridge Maintenance Engineer

Witness

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

1. The Contractor will be allowed to commence Work on or after **August 6, 2018** 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 Contract Completion Date for this contract is **September 28, 2018.**
3. The Contractor will be allowed to commence work 15 minutes after sunrise and must be completely off the road 15 minutes before sunset. Sunrise and sunset will be determined according to <http://www.sunrisesunset.com/usa/Maine.asp>. All travel lanes shall be open to traffic, the roadway in safe operating condition, and all lane closures and equipment completely removed when the Contractor suspends work in accordance with these time limitations. Any lane closure outside these restrictions shall be considered a traffic control violation. Failure to adhere to this requirement will result in non-payment for any work performed outside the allowable times. The Contractor shall address this in their Traffic Control Plan and violations are subject to reduction in payment as such.
4. No Work shall be performed on Saturdays, Sundays, Holidays or government closure days.
5. Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. Completion occurs when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation is complete and accepted. Completion does not mean substantial Completion. Completion also does not mean Completion of Physical Work.