



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

July 21, 2025
Subject: Interstate 295 Bridge
Replacement
State WIN: 025161.00
Location: **Cumberland**
Amendment No. 5

Dear Sir/Ms.:

In the contract bid book:

REMOVE pages 28 to 35 titled CONTRACT AGREEMENT, OFFER & AWARD (8 pages)
and **REPLACE** with the attached CONTRACT AGREEMENT, OFFER & AWARD (8 pages)

REMOVE pages 64 to 66 titled SPECIAL PROVISION 107 – TIME (Contract Completion
Date, Supplemental Liquidated Damages, Allowable Work Times) dated June 26, 2025 (3 pages)
and **REPLACE** with the attached SPECIAL PROVISION 107 – TIME (Contract Completion
Date, Supplemental Liquidated Damages, Allowable Work Times) dated July 22, 2025 (3 pages)

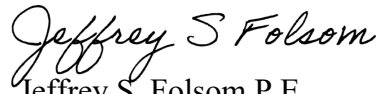
The following questions have been received:

Question: Due to multiple factors, including the actual advertised date, delayed bid date, and the
calendar restriction on structural steel erection, we feel the current project completion date of
June 30, 2027 does not provide adequate time to complete this project. We feel the Department
should extend the project completion by 90 days.

Response: A revised SPECIAL PROVISION 107 – TIME (Contract Completion Date,
Supplemental Liquidated Damages, Allowable Work Times) extending the completion date from
June 30, 2027 to September 30, 2027 has been included in this Amendment (see above).

Consider these changes and information prior to submitting your bid on **July 23, 2024**.

Sincerely,

A handwritten signature in black ink that reads "Jeffrey S Folsom". The signature is written in a cursive style with a large, stylized 'J' and 'F'.

Jeffrey S. Folsom P.E.

Assistant Director, Bureau of Project Development

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 **025161.00** for **Tuttle Road/ Interstate 295 Bridge Replacement** in the town of **Cumberland**, County of **Cumberland**, 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; performing construction quality control including inspection, testing and documentation; providing 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 shall be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 30, 2027**. 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 025161.00, Tuttle Road/ Interstate 295 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 _____

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work; performing construction quality control including inspection, testing and documentation; providing 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 shall be made as provided in the same.

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The Contractor agrees to complete all Work, except warranty work, on or before **September 30, 2027**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

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2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
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The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

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IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

SPECIAL PROVISION
SECTION 107
TIME

(Contract Completion Date, Supplemental Liquidated Damages, Allowable Work Times)

The specified Contract Completion Date for this Contract is September 30, 2027.

The contractor shall maintain two travel lanes with shoulders on I-295 northbound (NB) and southbound (SB) as outlined in Special Provision 652 during the following holiday periods:

- Memorial Day Weekend: 6:00 AM the Friday before to 1:00 AM the following Tuesday;
- Thursday July 3, 2025 at 6:00 AM to Monday July 7, 2025 at 8:00 PM;
- Friday July 3, 2026 at 6:00 AM to Monday July 6, 2026 at 8:00 PM;
- Labor Day Weekend: 6:00 AM the Friday before to 1:00 AM the following Tuesday;
- Indigenous People's Day Weekend: 6:00 AM the Friday before to 1:00 AM the following Tuesday;
- Thanksgiving Weekend: 6:00 AM the Wednesday before to 1:00 AM the following Monday
- Yarmouth Clam Festival: 6:00 AM the Monday before to 1:00 AM the following Tuesday. The Yarmouth Clam Festival is typically held on the third Friday in July. Coordination with the Yarmouth Chamber of Commerce shall be required to confirm the event date.

Supplemental Liquidated Damages in the amount of \$10,000 will be assessed per hour for each lane that is not open as specified above.

For all other times not listed above, the following shall apply:

1. Full closures
 - a. Closure of I-295 NB and/or SB
 - i. Allowed Monday through Saturday between 1:00 AM and 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 installation/removal of temporary shielding, demolition of the existing concrete deck and steel superstructure, erection of steel girders, and other construction activities as approved by the Resident.
 - iv. Supplemental Liquidated Damages in the amount of \$2,000 will be assessed per lane for each five-minute period that the interstate is not open to traffic after each allowed closure period.

- b. Closure of US Route 1
 - i. Allowed from Sunday through Saturday between 10:00 PM and 5:00 AM the next morning.
 - ii. 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.
 - iii. Full closures will be permitted for construction activities that may not be safely completed while maintaining traffic on US Route 1, such as installation/removal of temporary shielding, demolition of the existing concrete deck and steel superstructure, erection of steel girders, and other construction activities as approved by the Resident Supplemental Liquidated Damages in the amount of \$5,000 will be assessed for every hour the road is not open to traffic after the allowed closure period.
- 2. Lane Closures
 - a. Lane closures on I-295:
 - i. The Contractor will be permitted limited single lane closures of I-295. 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. Single lane closures on I-295 are only allowed:
 - 1. Sunday through Friday between 10:00 PM and 6:00 AM the next morning.
 - 2. Saturday between 8:00 PM and 9:00 AM Sunday morning.
 - iii. Supplemental Liquidated Damages will be assessed for each remaining closed lane, after the specified lane opening time as described in the table below:

Monday Through Saturday Morning

Time of Lane Reopening	Incremental Supplemental Liquidated Damage	Cumulative Supplemental Liquidated Damage
6:15 AM	\$1,500	\$1,500
6:30 AM	\$5,000	\$6,500
6:45 AM	\$7,500	\$14,000
7:00 AM	\$10,000	\$24,000
7:15 AM	\$2,500	\$26,500
7:30 AM	\$2,500	\$29,000

Sunday Morning

Time of Lane Reopening	Incremental Supplemental Liquidated Damage	Cumulative Supplemental Liquidated Damage
9:15 AM	\$1,500	\$1,500
9:30 AM	\$5,000	\$6,500
9:45 AM	\$7,500	\$14,000
10:00 AM	\$10,000	\$24,000
10:15 AM	\$2,500	\$26,500
10:30 AM	\$2,500	\$29,000

For each 15-minute period that each lane on I-295 remains closed beyond the time of lane opening shown in the tables above, the Contractor will be assessed an incremental Supplemental Liquidated Damage of \$2,500.

- b. Lane closures on US Route 1
 - i. One-way alternating traffic with flaggers or temporary traffic signals on US Route 1 is allowed during the following times for construction activities that cannot be performed while maintaining two-way traffic:
 - 1. Starting at 8:00 PM and ending at 6:00 AM
 - ii. Supplemental Liquidated Damages in the amount of \$1,500 will be assessed per hour for each hour that US Route 1 is not restored to two travel lanes and shoulders for two-way traffic after the allowed closure period.

The full amount of all Supplemental Liquidated Damages will be assessed one minute after the specified time.

3. Rolling Slowdowns

- a. Rolling Slowdowns on I-295:
 - i. Rolling Slowdowns are allowed on I-295 between 9:00 AM and 3:00 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 Contractor vehicles to enter the median from I-295 or exit the median onto I-295.
 - ii. The Department reserves the right to restrict or remove the use of the 9:00 AM to 3:00 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.