



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

April 10, 2024
Subject: Ewing Narrows Bridge Painting
State WIN: 026906.00
Location: **Harpwell**
Amendment No. 2

Dear Sir/Ms.:

Make the following changes to the bid documents:

In the Bid book:

Remove pages eighteen through twenty-five Titled CONTRACT AGREEMENT, OFFER & AWARD totaling eight pages and **Replace** with the attached CONTRACT AGREEMENT, OFFER & AWARD

Remove page forty nine titled SPECIAL PROVISION SECTION 107 TIME and **Replace** with the attached SPECIAL PROVISION SECTION 107 TIME dated 4/10/2023

Insert the attached SPECIAL PROVISION SECTION 643 Temporary Signal dated 4/10/2024

Insert the attached SPECIAL PROVISION SECTION 652 MAINTENANCE OF TRAFFIC dated August 23, 2022

The following questions have been received:

Question: Are we able to have the one lane closure in place on Mountain Rd. for long term continuously for the staging of our equipment during our rigging, cleaning and painting operations?

Response: Yes, a long-term lane closure is allowed. There is currently an item for Portable Concrete Barrier in the Contract and Item 643.72, Temporary Traffic Signal, has been added to the Contract.

Question: Is the contract completion date for this project of August 15th, 2024 a typo. Should it have been a completion date of August 15th, 2025?

Response: The contract completion date has been revised. See attached revised Special Provision Section 107, Time.

Question: Contractor Plan Set shows installation of a neoprene backing & anchor bolt replacement in the barring's. There is no pay item under bid tabs. How is this to be paid.

Response: The work items stated in the question are not part of this Contract.

Consider these changes and information prior to submitting your bid on **April 17, 2024**.

Sincerely,



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

_____ 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 **026906.00** for **Ewing Narrows Bridge Paint Project** in the town of **Harpwell**, 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 **November 30, 2024**. 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 026906.00, Ewing Narrows Bridge paint project 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

Harpwell
WIN 26906.00
4/10/2024
Mountain Road over Ewing Narrow

SPECIAL PROVISION
SECTION 107
TIME

The specified contract completion date is November 30, 2024.

Harpwell
WIN 26906.00
4/10/2024
Mountain Road over Ewing Narrow

SPECIAL PROVISION
SECTION 643
Temporary Signal

643.15 Timing: The timing for the Temporary traffic control signal can be used out of Special Provision 652 MAINTENANCE OF TRAFFIC Portable/Temporary Traffic Signals Automated Flagging Assistance Devices (AFADs).

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Portable/Temporary Traffic Signals
Automated Flagging Assistance Devices (AFADs)

652.01 Description Portable/Temporary Traffic Signals or Remotely Controlled Automated Flagging Assistant Devices (AFADs) may be used in conformance with this Special Provision at the option of the Contractor in lieu of Flaggers and as approved by the Department.

Portable/Temporary Traffic Signals shall conform to Part 4H.02 of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and shall be the Dolly Type (SQ2) or the Tractor Mounted Type (SQ3). AFADs shall conform to Part 6E.04 of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

Portable/Temporary Traffic Signals and AFADs must satisfy applicable crashworthiness standards based on device weight which shall be in accordance with National Cooperative Highway Research Program (NCHRP) Report 350 and the American Association of State Highway and Transportation Officials (AASHTO) Manual for Assessing Safety Hardware. The use of Portable/Temporary Traffic Signals may be suspended at any time at the discretion of the Resident.

652.02 Portable/Temporary Traffic Signals Operation

The Contractor shall submit a Traffic Control Plan to the Resident for approval which shall detail Portable/Temporary Traffic Signals operation.

Portable/Temporary Traffic Signals may be used during daytime or nighttime operations; however, Dolly Types (SQ2) shall not be in operation when the work site is unattended.

Work zones utilizing Portable/Temporary Traffic Signals shall add A Signal Ahead symbol (W3-3) sign that will replace the Flagger symbol sign. An 18-inch-wide removable stop line with a STOP HERE ON RED (R10-6) sign shall be installed at the intended stopping point.

The Resident may waive the requirement for a stop line if the roadway is unpaved or it is otherwise impractical to install a stop line and the STOP HERE ON RED sign is in place.

The distance between Portable/Temporary Traffic Signals units shall not exceed the phase timing and distances as designed by a Professional Engineer, registered in the state of Maine, or as designated on the Charts provided in this specification.

When the work no longer necessitates use of the Portable/Temporary Traffic Signals, the units shall be removed or turned off and moved out of view from the traveled way.

652.03 Automated Flagging Assistance Devices (AFADs)

AFADs shall be used only for short-term or intermediate-term lane closures in situations where there is one lane of approaching traffic that needs to be controlled. AFAD use is acceptable in either of the following cases: The first case employs an AFAD unit at each end of the work zone while the second case employs an AFAD unit at one end and a flagger at the other end. Utilizing an AFAD, a single flagger may remotely control two or more AFAD units provided that the flagger has a clear view of each unit, and of approaching traffic in both directions. Other cases may be used as approved by the Resident.

AFAD use is permitted during daytime or nighttime operations; but, if used at night, the AFADs must be illuminated in accordance with Section 6E.08 of the latest edition of the MUTCD.

AFADs are not traffic control signals, they should not be used to replace traffic signals or other continuously operating traffic control devices.

A competent, certified flagger, who has been trained on the operation of the AFADs shall operate and not leave the AFADs unattended at any time. The flagger shall have an unobstructed view of the AFADs and approaching traffic in both directions at all times. The distance between AFAD units shall not exceed one-half mile.

Work zones utilizing AFADs shall comply with the Standard Sheet for flagger operation on a 2-lane 2-way roadway, where an AFAD unit, or units, is used in lieu of a flagger a BE PREPARED TO STOP sign (W3-4) is to be used in lieu of the Flagger symbol sign. Red/Yellow lens AFADs shall have a STOP HERE ON RED (R10-6) sign installed on the right-hand shoulder at least 8 feet in advance of the RCRYLS unit where vehicles are expected to stop and Stop/Slow AFADs shall have WAIT ON STOP (R1-7) and GO ON SLOW (R1-8) signs immediately adjacent to the AFAD.

The Contractor's Traffic Control Plan shall detail AFAD operation including a list of competent, certified flaggers trained to operate the AFADs. When the work no longer necessitates use of the AFADs, units shall be moved out of view from the traveled way.

652.04 General Operation

Portable/Temporary Traffic Signal and AFAD units shall be placed in the shoulder on the right-hand side of the road with a sight distance as designated in the Minimum Sight Distance for Signal Visibility chart provided in this specification.

If the shoulder is not adequate, the Portable/Temporary Traffic Signals or AFADs may encroach on the travel lane provided that the appropriate sight distance is available and as approved by the Resident. Re-positioning of the Portable/Temporary Traffic Signals or AFADs shall need the approval of the Resident.

Appropriate flagger apparel and equipment shall be maintained near each Portable/Temporary Traffic Signal or AFAD unit to facilitate flagging in the event of a malfunction or operational need due to frequent disruptions of traffic flow. The Contractor shall immediately provide traffic control with flaggers if a Portable/Temporary Traffic Signal or AFAD unit malfunctions; fails to properly or adequately control traffic; creates congestion, queues or gridlock which cannot be remedied by timely on-site adjustments to the signal operation; or is otherwise inadequate; all of which shall be determined by the Resident.

When Flaggers are being utilized, Portable/Temporary Traffic Signals shall not be in operation.

Portable/Temporary Traffic Signals or AFADs shall not be located within 200 feet of a grade crossing unless the temporary traffic control signal is provided with preemption in accordance with MUTCD Section 4D.27, or unless a uniformed officer or flagger is provided at the crossing to prevent vehicles from stopping within the crossing.

652.05 Method of Measurement Portable/Temporary Traffic Signals or AFADs shall be measured by the hour for each approach that are in place and operating.

652.06 Basis of Payment Portable/Temporary Traffic Signals shall be paid at the Flagger Hourly Rate for each approach in operation.

AFADs shall be paid at the Flagger Hourly Rate for each unit in operation and for the operator.

(1st Example: One set of AFADs (one unit), plus operator, would be paid as 2 X Flagger hourly rate X hours in use.)

(2nd Example: One set of AFADs (two units), plus operator, would be paid as 3 X Flagger hourly rate X hours in use.)

Payment will be made under:

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
652.38	Flagger	Hour

Minimum Sight Distance for Signal Visibility

<u>Posted Speed Limit (mph)</u>	<u>Minimum Sight Distance (ft)</u>
25	270
30	325
35	390
40	460
45	540
50	625
55	715



Example of Dolly type or SQ2



Example of Trailer Mounted type or SQ3



Example of an AFAD

All red Clearance Intervals
 Less Than 40 mph
 Assumed Travel Speed 15 mph

Posted Speed Limit	Distance Between Stop Bars		Minimum All red Clearance Time
	Yards	Feet	Seconds
25, 30 & 35	33	100	4.6
	50	150	6.9
	67	200	9.1
	83	250	11.4
	100	300	13.7
	117	350	16.0
	133	400	18.2
	150	450	20.5
	167	500	22.8
	183	550	25.0
	200	600	27.3
	217	650	29.6
	233	700	31.9
	250	750	34.1
	267	800	36.4
	283	850	38.7
	300	900	41.0
	333	1000	45.5
	350	1050	47.8
	367	1100	50.0
383	1150	52.3	
400	1200	54.6	
417	1250	56.9	
433	1300	59.1	
450	1350	61.4	
467	1400	63.7	
483	1450	66.0	
500	1500	68.2	
517	1550	70.5	

All red Clearance Intervals
40 mph and Above
Assumed Travel Speed 25 mph

Posted Speed Limit	Distance Between Stop Bars		Minimum All red Clearance Time
	Yards	Feet	Seconds
40,45,50 & 55	33	100	3.5
	50	150	5.2
	67	200	6.9
	83	250	8.6
	100	300	10.3
	117	350	12.0
	133	400	13.7
	150	450	15.4
	167	500	17.1
	183	550	18.8
	200	600	20.5
	217	650	22.2
	233	700	23.9
	250	750	25.6
	267	800	27.3
	283	850	29.0
	300	900	30.7
	317	950	32.4
	333	1000	34.1
	350	1050	35.8
	367	1100	37.5
	383	1150	39.2
	400	1200	40.9
	417	1250	42.7
	433	1300	44.4
	450	1350	46.1
	467	1400	47.8
	483	1450	49.5
	500	1500	51.2
	517	1550	52.9

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

Location (if multiple services, please be specific)- _____

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #1

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

Circuit #2

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

I, _____, certify that this work was done in accordance with subsection 643.14 and current NEC _____ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature _____

Electrician's License # _____

Highway Lighting Quality Control Checklist

Subsection 634.09 Field Testing

Project Pin # _____

Location (if multiple services, please be specific)- _____

Grounding Electrode Resistance at service _____

Number of Circuits _____

Hand-Off-Auto Switch? _____

Circuit #3

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

Circuit #4

Open Circuit Resistance- (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Megger Test- (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) _____

Current draw- (during normal operation) Leg #1 _____ Leg #2 _____

Operating Voltage at last pole _____

I, _____, certify that this work was done in accordance with subsection 643.14 and current NEC _____ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature _____

Electrician's License # _____

Traffic Signal Quality Control Checklist

Subsection 643.14 Field Testing

Project Pin # _____

Grounding Electrode Resistance at service _____

ID tags on loop amps / detector cards? _____

Location _____

Street Approach	_____		
Loop #	Resistance		_____
Phase #	Meg to ground		_____
L,C, or R Lane	Amount of bondo covering loop		_____
Pulse or Presence			_____

Street Approach	_____		
Loop #	Resistance		_____
Phase #	Meg to ground		_____
L,C, or R Lane	Amount of bondo covering loop		_____
Pulse or Presence			_____

Street Approach	_____		
Loop #	Resistance		_____
Phase #	Meg to ground		_____
L,C, or R Lane	Amount of bondo covering loop		_____
Pulse or Presence			_____

I, _____, certify that this work was done in accordance with subsection 643.14 and current NEC _____ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature _____

Electrician's License # _____