



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

February 2, 2025
Subject: Penobscot Narrows Bridge and
Observatory Safety Fence
State WIN: 027778.00
Location: **Prospect & Verona Island**
Amendment No. 1

Dear Sir/Ms.:

Make the following changes to the bid documents:

Remove Pages 18 to 25 titled CONTRACT AGREEMENT, OFFER & AWARD totaling 8 pages and **Replace** with the attached CONTRACT AGREEMENT, OFFER & AWARD totaling 8 pages

REMOVE page 50 SPECIAL PROVISION - SECTION 105 General Scope of Work (Limitation of Operations) dated 12/12/24, and **REPLACE** with the attached SPECIAL PROVISION - SECTION 105 General Scope of Work (Limitation of Operations) dated 1/27/25.

REMOVE page 56 SPECIAL PROVISION - SECTION 107 (Time) dated 1/13/25, and **REPLACE** with the attached SPECIAL PROVISION - SECTION 107 (Time) dated 1/27/25.

The following questions have been received:

Question: The fencing detail on sheet 6 shows the wire mesh on the back side of the post. Please confirm this is correct. On Memorial Bridge in Augusta, we installed the fence mesh on the front side of the post, this is also typical on snow fences and other safety fences such as the fence on the South Portland I295 Bridge # 1376 that was bid in November of 2024. By having the wire mesh on the front side of the post, doesn't allow a person to use the post or horizontal rails to climb the fence. Also, should some of the fence ties securing the wire mesh to the post and rails fail or get knocked off the fence mesh has the post in behind it to keep snow when removed from forcing it out away from the posts. We believe the details should be changed to show the fence on the inside face. Please confirm.

Response:

Installing the fencing fabric inside of the framework is acceptable. Contractor will be responsible for ensuring that the rail post bolts are easily accessible for future maintenance and will be responsible for resolving potential conflicts between fencing fabric and upper offset bracket.

Question: The offset brackets shown on sheet 7 - if a structural washer is used in addition to the lock washer may the holes in these brackets be elongated by 1/4"?

Response: 1/4" Elongated holes with structural washers and lock washers will be allowed for the 7/8" diameter holes only. The center of the elongated hole shall match the dimensions provided on the plans. Elongated holes will not be allowed for the 9/16" diameter holes.

Question: On the memorial bridge in Augusta, we installed what was called a maintenance panel every so often so that bridge inspection crews could get through the fence to inspect underneath the bridge. Will any of these be needed?

Response: No. Maintenance access panels are not required on this structure.

Question: We do not believe there is enough time to complete the project by May 21st. The fence posts supplier, u-bolt supplier, and bracket suppliers are all saying 4-5 week lead time on the material. Scope of work will require 45 working days and if you allow 30 days for contract award and two weeks for shop drawings, etc. Can the completion date be pushed out?

Response: See revised SPECIAL PROVISION – SECTION 105 General Scope of Work (Limitations of Operations) dated 1/27/2025 and SPECIAL PROVISION – SECTION 107 (Time) dated 1/27/2025.

Consider these changes and information prior to submitting your bid on **February 12, 2025**

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 **027778.00** for **Penobscot Narrows Bridge and Observatory Safety Fence Installation** in the town of **Prospect**, County of **Waldo** and in the town of **Verona Island**, County of **Hancock**, 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 **July 2, 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 027778.00, Penobscot Narrows Bridge and Observatory Safety Fence Installation 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

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(LIMITATIONS OF OPERATIONS)

1. The contractor's Traffic Control Plan shall address construction practices and schedules that will be implemented to minimize vehicle disruptions.
2. The Contractor may reduce traffic to one 12' lane of alternating traffic, using flagger controls, during daylight hours until May 22, 2025.
3. The Contractor may reduce traffic to one 12' lane of alternating traffic, using flagger controls, from 9:00 P.M. until 6:00 A.M. until the specified contract completion date of July 2, 2025.
4. The Contractor may maintain one 12' travel-way in each direction.
5. The Contractor shall cease all operations and have all lanes open to traffic and the roadway in safe operating condition, as directed by the Resident, for Memorial Day weekend starting Friday, May 23, 2025 at 12:01 A.M. until Tuesday, May 27, 2025 at 9:00 P.M.

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

The Contract Completion Date is July 2, 2025.

The Contractor shall complete all work from the end of the bridge in Prospect to a location a minimum of 50'-0" beyond Pylon 1 by April 30, 2025. The limit of work as established in this special provision shall be proposed by the Contractor for review and approval by the Resident, prior to beginning any work on site.

An incentive of one thousand (\$1,000) U.S. dollars will be provided for each Calendar Day that the project is completed prior to the May 22, 2025. The maximum incentive shall be capped at thirty thousand (\$30,000) U.S. dollars for the entire contract.