



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

December 29, 2023
Subject: Bridge approach
Rehabilitation
State WIN: 028684.00
Location: **Andover**
Amendment No. 1

Dear Sir/Ms.:

Make The following changes to the bid book:

Remove Pages nineteen through twenty-six titled CONTRACT AGREEMENT, OFFER & AWARD totaling eight pages, and **Replace** with the attached CONTRACT AGREEMENT, OFFER & AWARD totaling eight pages

Remove pages eighty-four through eighty-five titled SPECIAL PROVISION SECTION STRUCTURAL CONCRETE (Underwater Grout Bags) dated December 27,2023 and **Replace** with the attached SPECIAL PROVISION SECTION STRUCTURAL CONCRETE (Underwater Grout Bags) dated December 29, 2023

The following questions have been received:

Question: Is it the Departments intent to only do they concrete fill and grout bags in the area where the abutment has been undermined or is the expectation to do the entire abutment?

Response: The concrete fill under the abutments are only for the undermined areas. The grout bags in front of the abutments are for the entire length of the breast wall.

Question: Is the cofferdam intended to be dewatered? If so why are underwater grout bags required? If not and the intent of the cofferdam is to only contain cementitious material from entering the stream would a floating silt curtain be acceptable?

Response: The Department does not anticipate the need for a cofferdam. If a cofferdam is used, dewatering is not required.

Question: We have contacted multiple underwater grout bag suppliers and grout bags of these size have a 2 week lead time. There are sum bags on the ground of different size but do not make up the 100 CY quantity. Will the completion date be extended if grout bag delivery becomes a issue with schedule?

Response: The contractor should get as many bags as possible to at a minimum use as a form to place the flowable fill beneath the abutment. This will allow backfill to occur and the road be opened per the contract dates. If there is a delivery problem to get enough bags to protect the abutment and complete the project, the completion date will be adjusted without penalty

Question: Will divers be required for the installation of grout bags?

Response: The need for divers will depend on the water depth.

Question: Item 502.248 underwater grout bags, does this have to be done in the dry, as in cofferdams?

Response: The grout bags do not have to be done in the dry.

Question: I see I only have 24 hrs to turn in my Bonds for this project. Do I have to deliver them on Saturday?

Answer: No. Bonds can be delivered to the Augusta HQ building by COB Tuesday the 2nd of January.

Question: Can I bid on this project and then get Prequalified?

Answer: No. Bidders must already hold an annual prequal with MaineDOT to bid.

Consider these changes and information prior to submitting your bid on December 29, **2023**.

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 _____ (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 028684.00 for Bridge Approach Reconstruction in the Town of Andover**, 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 **February 3, 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 028684.00 for Bridge Approach Reconstruction in the Town of Andover

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: 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.

Third: 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.

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 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 _____ (Contractor) 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 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.

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IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute 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 502
STRUCTURAL CONCRETE
(Underwater Grout Bags)

Description. This work shall consist of furnishing, fabricating, field-measuring, placing, and field verifying the in-place locations of grout-filled bags for repair of abutment undermining as shown on the Plans and specified herein.

Materials.

Concrete. Concrete used as grout shall meet the requirements of Concrete Fill except that the aggregate used shall meet the requirements of Section 703.01 Fine Aggregate for Concrete. Acceptance of the concrete will be based on Method C Verification. All concrete grout placed underwater shall contain an approved anti-washout admixture from the Department's Qualified Products List.

Bags. Bags shall cover an area of approximately four feet long by two feet wide by one foot tall, using one bag of the same size, or as approved by the Resident in the field. The bags shall be made of material meeting the requirements of a Class I erosion control geotextile and shall be equipped with a self-sealing fill valve.

Construction Requirements. The Contractor shall submit to the Resident for approval a schedule of all underwater operations including number of divers, if necessary, and equipment to be used prior to beginning work. Prior to any placement of the bags, the Contractor shall provide field measurements and sketches of the area to receive grout bags to the Resident. If required by the Resident, the Contractor shall provide an underwater videotape of the area to be protected with grout bags.

The area for bag placement shall be cleared of sticks, tires, and other loose debris, and shall be prepared such that there will be a smooth transition from the top of grout bags to the streambed. All sharp objects must be removed from the placement area.

Grout bags shall be securely placed in their proper locations with the grout injection port facing upward prior to filling with grout. Each bag will be filled with concrete grout in accordance with the grout bag manufacturer's recommendations and to maintain their desired shape described above. Over filling of bags should be avoided as to not create a round, "sausage-like" shape. Videotaping of these placements may be required as directed by the Resident.

Upon completion of grout bag installation, the Contractor shall take field measurements that correspond to the initial field measurements to verify adequate coverage of the site. Additional videotaping may be required. Gaps between any adjacent grout bags shall not be allowed and the Contractor shall repair all gaps as directed by the Resident with additional bags at his own expense.

Andover
WIN 28684.00
December 29, 2023

Method of Measurement. Underwater Grout Bags shall be measured by the cubic yard of concrete grout delivered and successfully placed in grout bags. The concrete grout shall be measured to the nearest 0.1 cubic yard.

Basis of Payment. The accepted quantity of Underwater Grout Bags for abutment protection shall be paid at the contract unit price per cubic yard, complete and in place. Such payment shall be full compensation for all labor, materials, equipment, and incidents required to complete the work as specified including, but not limited to, grout bags, concrete grout, geotextile, debris removal, ground preparation, field measurements and videotaping.

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
502.248	Underwater Grout Bags	Cubic Yard