



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

September 30, 2024
Subject: Bridge Joint Replacement
State WIN: 020267.00
Location: Auburn & Lewiston
Amendment No. 1

Dear Sir/Ms:

The Completion Date for this contract has been moved to **June 13, 2025**.

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 14-21 “**CONTRACT AGREEMENT OFFER & AWARD**”, two copies, and **REPLACE** with the attached revised “**CONTRACT AGREEMENT OFFER & AWARD**”, two copies, 4 pages each, dated September 26, 2024.

CHANGE on page 48, in the “**Special Provision Section 107**”, the completion date in the third paragraph (#2) which reads “December 31, 2024” to now read “**June 13, 2025**”. Make this change in pen and ink.

In the Bid Book (pages 49 thru 50) **REMOVE** “**SPECIAL PROVISION, SECTION 521, FINGER JOINT AND FABRIC TROUGH**” 2 pages dated August 8, 2024 and **REPLACE** with the attached new “**SPECIAL PROVISION, SECTION 521, FINGER JOINT AND FABRIC TROUGH**” 5 pages dated September 25, 2024.

In the Bid Book (page 56) **REMOVE** “**SPECIAL PROVISION, SECTION 656, TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**” 1 page dated November 21, 2017 and do not replace. The entirety of Standard Specification, Section 656, Temporary Soil Erosion and Water Pollution Control shall be applicable. Preparation of the Temporary Soil Erosion and Water Pollution Control plans outlined in the standard specifications will be considered incidental to Item 656.75.

In the Bid Book (pages 40) in the “**CONSTRUCTION NOTES**” Under Item 656.75 Temporary Soil Erosion and water pollution Control **REMOVE** the first bullet “No earth disturbance is in the scope of this project. Therefore, the contractor shall manage the handling, use, or storage of petroleum products or hazardous matter/substances utilized on the project (including the onsite fueling of equipment) in accordance with Special Provision Section 656. Payment will be one Lump Sum.” and **REPLACE** with the entirety of Standard Specification, Section 656, Temporary Soil Erosion and Water Pollution Control shall be applicable

The following questions have been received:

Question: Will contract award be expedited for this project?

Response: Yes, in addition, the Department has extended the completion date until June 13, 2025.

Question: With recent firsthand knowledge of the condition of the existing Longley Bridge substructure, it is our opinion that the removal limits as depicted on the drawings provided underestimate the poor condition of some portions of the backwall concrete. If the removal limits of the existing concrete are increased, due to exposed poor conditions of the backwall, how will the contractor be compensated for all direct and indirect costs?

Response: Concrete removal limits shall be as shown on the Plans and described in Special Provision 521. The scope of this project does not warrant additional deck and backwall concrete removal beyond the limits shown, therefore no additional work/payment is anticipated.

Question: In the Construction Notes section of the bid book, Item 656.75 Temporary Soil Erosion and Water Pollution Control, states “No earth disturbance is in the scope of this project.” How is this possible when the contractor will be required to excavate a minimum of 18” of existing material to expose, demolish, and rebuild the existing backwall?

Response: Some excavation behind the abutment backwall is required as described in Special Provision 521. Temporary soil erosion measures apply to this project and will be paid for under pay item 656.75 Temporary Soil Erosion and Water Pollution Control.

Question: In the Construction Notes section of the bid book, Item 521.32 Fabric Trough for Finger Joint, states “The Contractor shall detail, fabricate, and install fabric troughs, sloping from the edges of the roadway to a downspout, located at the center of the joint, intended to collect drainage. These downspouts will empty through a hole saw cut in the curtain wall.” Shouldn’t the downspout be located forward of the backwall, and in this condition, wouldn’t the downspout drain directly onto the riverbank below the abutment? There is no Curtain Wall shown on the existing plans, so the location of said hole isn’t apparent. If possible, can a detail be provided showing exact location of the intended downspout?

Response: Yes, the downspout is to be located forward of the abutment backwall and stem and is to drain onto the riverbank. An example of downspout details has been provided in the revised Special Provision 521. However, it should be known that the provided example is just a reference, and final design is the responsibility of the contractor and shall be approved by the department prior to construction.

Consider these changes and information prior to submitting your bid on **October 2, 2024**.

Sincerely,

Kevin Hanlon for

George M. A. Macdougall P.E.
Contracts & Specifications Engineer

September 26, 2024

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 029627.00 for Bridge Joint Replacement in the Towns of Auburn and Lewiston, County of Androscoggin**, 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 **June 13, 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.

September 26, 2024

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 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.

September 26, 2024

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 029627.00 for Bridge Joint Replacement in the Towns of Auburn and Lewiston, County of Androscoggin,

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

September 26, 2024

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 of Legally
Authorized Representative)

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

September 26, 2024

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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A. The Work.

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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 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 **June 13, 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.

September 26, 2024

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 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.

September 26, 2024

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WIN 029627.00 for Bridge Joint Replacement in the Towns of Auburn and Lewiston, County of Androscoggin,

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

September 26, 2024

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 of Legally
Authorized Representative)

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 521
FINGER JOINT AND FABRIC TROUGH

Section 521 of the Standard Specifications shall be amended as follows:

The following paragraphs are in addition to the corresponding Subsections in the Standard Specifications.

521.01 Description The work shall consist of neatly cutting and removing existing riding surfaces and concrete as depicted on the plans on each side of the existing modular joint at Abutment #2. The removal limits are approximately 24” long by 18” deep on the approach side and 16” long by 18” deep on the bridge side both curb to curb. Existing modular joint assembly and materials within the removal limits shall be removed and disposed of by the contractor in accordance with Section 202 of the Standard Specs. New rebar and finger joint assemblies shall be installed as shown on the plans. Any deviation from the plans shall be at the resident’s discretion. New concrete shall be placed on each side of the joint in the remaining volume, or blockouts, of the deck slab and abutment. Any excavation into existing HMA or gravel borrow required for new concrete placements shall be treated as part of the removal limits, replaced in kind, and considered incidental to pay Item 521.23. Any removal of existing curbs if necessary to perform work shall also be treated as part of the removal limits, replaced in kind, and considered incidental to pay Item 521.23. The work shall also include the detailing, fabrication, and installation of fabric troughs, sloping from the edges of the bridge to a downspout, located at the center of the trough, intended to collect drainage. Bridge runoff shall drain from the trough to the downspout through an approximate 8” diameter hole saw cut into the bottom of the trough. The downspout shall be fastened to the trough and primarily comprised of 12”x12”x3/8” HSS. An example of a downspout design can be seen below. However, it should be known that the provided example is only for reference as the final design shall be the responsibility of the contractor and approved by the department prior to construction.

521.02 Materials – Finger Joints The concrete used in the blockouts on each side of the finger joint shall be class LP. A bonding agent from the Department’s pre-approved products list shall be used for bonding fresh concrete to old.

521.03 General Place, consolidate, and cure in accordance with section 502 of the standard specification.

Clean reinforcement in the manner described in standard specification section 518.04.

Reinforcement shall not be cut without approval of the Resident. If reinforcement is cut, it shall be repaired in the manner described in standard specification section 518.04.

Bonding agent shall be applied to all surfaces of existing concrete which are to be in contact with new concrete. Bonding agent shall be mixed and applied in accordance with the manufactures written recommendations.

521.031 Temporary Structures and approaches Temporary structures shall be designed and sealed by a Professional Engineer, licensed in accordance with the laws of the State of Maine. The Contractor shall submit the design computations and detailed plans of the temporary structures to the Resident prior to beginning construction of the temporary structures. If the Department requires changes to temporary structures plans or computations, based on Contract requirements, then the Contractor shall implement the changes at no additional cost to the Department.

The Contractor shall design, construct, maintain in good condition, and remove all temporary structures (plates, mats, etc.) and approaches (shims, ramps, etc.) required for the satisfactory maintenance of vehicular traffic.

The Department shall have no obligation to review or comment on any design, construction, maintenance or removal of temporary structures and approaches. No review or comment by the Department, or lack of review or comment by the Department, shall not relieve the Contractor of its responsibility to properly design, construct, maintain in good condition, and remove the temporary structures and approaches in accordance with the Contract, nor shall no review or comment by the Department, or any lack of review by the Department shift any responsibility to the Department. The Contractor shall be responsible for all damages resulting from the failure of temporary structures or approaches.

The design speed of the temporary structures shall not be less than the construction area posted speed limit, or the advisory speed limit, as applicable, unless otherwise indicated in the Contract.

The Contractor shall be responsible for normal maintenance, should any part, or all, of the temporary structures and approaches be damaged or destroyed by any cause, prior to, or after, opening the temporary structures and approaches to traffic, it shall be repaired or replaced by the Contractor without additional compensation.

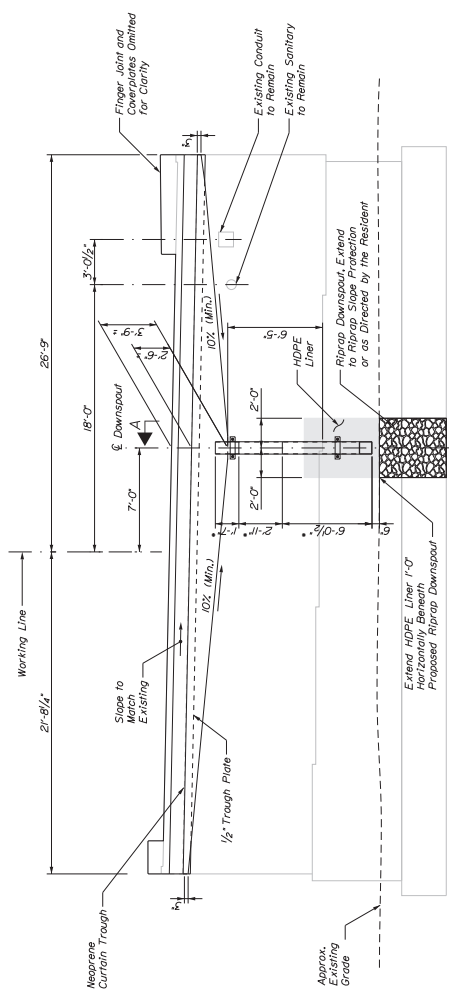
521.07 Method of Measurement The removal of the existing modular joints, and installation of the new finger joints and drainage system, as well as all temporary structures and approaches, shall be measured for payment as one lump sum unit, complete and in place.

521.08 Basis of Payment Payment of the joint shall include all material, labor, equipment, consumables, and incidentals required to satisfactorily remove the existing modular joint, saw-cut and remove existing concrete and riding surfaces, excavation and replacement of HMA and gravel borrow, removal and replacement of curbs if necessary, application of waterproofing/bonding epoxy, install the new finger joint, installation of new drainage systems, clean and modify reinforcing steel, install additional header reinforcing steel, placement and curing of fresh concrete, as well as the detailing, fabrication, and installation of galvanized steel downspout apparatuses and troughs, and the design, construction, installation and removal of temporary structures and approaches.

Payment will be made under:

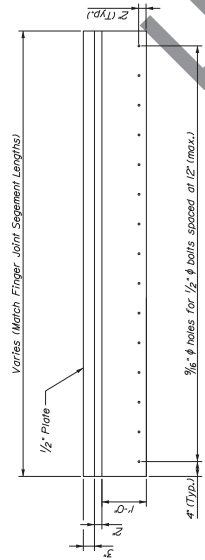
Pay Item	Pay Unit
521.23 Expansion Device – Finger Joint	Lump Sum
521.32 Fabric Trough for Finger Joint	Lump Sum

Downspout Example

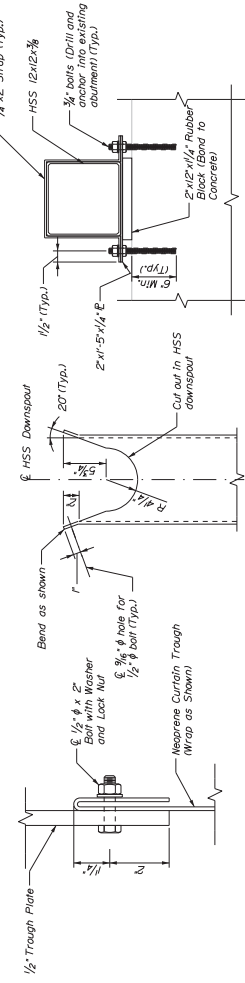


• Contractor shall field verify all dimensions prior to fabrication.

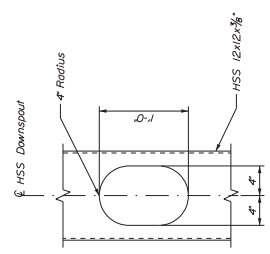
ELEVATION - FINGER JOINT TROUGH AT ABUTMENT NO. 2



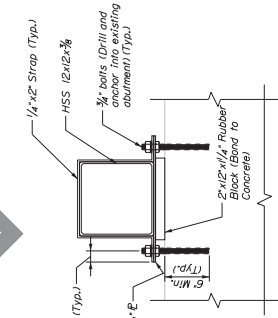
TROUGH PLATE DETAIL



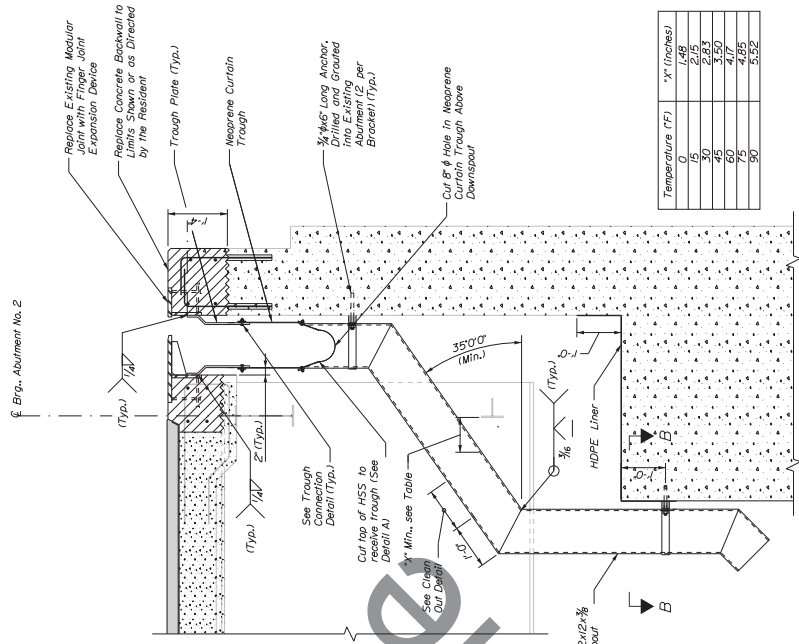
TROUGH CONNECTION DETAIL



CLEAN OUT DETAIL



SECTION B-B



SECTION A-A

Temperature (°F)	"X" (Inches)
0	1.48
10	1.50
20	1.52
30	1.54
40	1.56
50	1.58
60	1.60
70	1.62
80	1.64
90	1.66