



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

May 12, 2015
Subject: bridge replacement
State WIN: 017531.00
Location: **Bristol**
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Documents:

In the Contract Book:

REMOVE pages 15 thru 22, "CONTRACT AGREEMENT, OFFER & AWARD" and **REPLACE** with the attached revised "CONTRACT AGREEMENT, OFFER & AWARD", 8 pages, dated May 11, 2015.

The following questions have been received:

Question: The Maine DOT specification references the AASHTO Manual for Bridge Evaluation (MBE) for load rating the specified structure. The AASHTO MBE does not contain any procedures, methods, or requirements for load rating culverts or flexible buried structures like the one specified. The Maine DOT specification also does not provide any requirements or guidance for load rating culverts or flexible buried structures like the structure specified for this project. Sections 2.1.8 and 2.1.9 mention precast concrete structures, which are designed and perform differently and not applicable for the specified structure. The MBE added a section for load rating existing flat topped concrete box culverts in the latest interim but those procedures are also not applicable to culverts or buried flexible structures. There is also no widely accepted industry standard for load rating these types of structures. Since neither the MBE nor Maine DOT address culverts or flexible buried structures and there is no industry standard, additional guidance and/or references are required in order to appropriately plan for providing the requested load rating.

Response: The general load rating equations in the AASHTO Manual for Bridge Evaluation shall be used for buried structures and loads and structure capacity should be calculated based on the latest edition of the AASHTO LRFD Design Specifications. The Maine DOT Load Rating Guide section 2.1.9 does apply to all buried structures, not just concrete structures. Section 2.1.9 reads as follows: Legal Load Configuration #6 shall be checked for all buried structures (i.e. cast



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in place or precast concrete, three sided frames, arches, box culverts) for span 10' or greater when the depth of fill over the top of the structure is less than 8 feet and rating factor based on HL-93 is 1.10 or less.

Question: Please clarify item 531.51 Detail-Build Bridge

Can't find a specification in Nov 2014 standard Spec book or in the specifications specific to this project.

What plate thickness is required to meet your durability guidelines if any?
aluminum or steel plate?

what type of end treatment ie, RC slope collars, angle end reinforcement or nothing?

Does fabricator need to design foundation and if so please state what the allowable bearing capacity is?

Is there a detailed profile of the proposed arch or just a Section and Plan view?

Response: All of the items under Description in the SPECIAL PROVISION SECTION 531 BRIDGE STRUCTURE DETAIL BUILD (Lump Sum) dated March 16, 2015 are covered in the Standard Specifications. Section 509 and specifically subsection 509.06 deals with Structural Plate Arches.

If a steel structure is used no special end treatment is need when the end is cut to match the side slope of the road. If an aluminum structure is used, a reinforced concrete collar shall be used as an end treatment.

The plate thickness shall be accordance with the requirements of with SPECIAL PROVISION SECTION 531 BRIDGE STRUCTURE DETAIL BUILD (Lump Sum) dated March 16, 2015.

The Contractor is responsible for designed and building the foundations. The bearing capacity can be found in the geotechnical report titled: Little Falls Brook Bridge, Harrington Road over Little Falls Brook, Bristol, Maine Soils Report No. 2015-02, February 5, 2015.

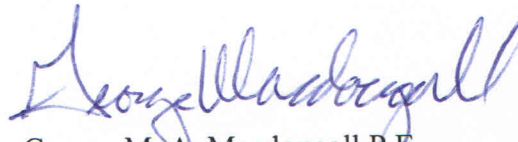
The plans do not have a detailed profile of the proposed arch. The Contractor is responsible for developing the final plans in accordance with SPECIAL PROVISION SECTION 531 BRIDGE STRUCTURE DETAIL BUILD (Lump Sum) dated March 16, 2015.

Question: The project description is different on the Contract Agreement from what is on the Notice to Contractors? Which one should we use when processing the bid bonds?

Response: The project description in the Contract Agreement has been revised to match the project description in the Notice to Contractors. Please refer to the aforementioned change to the Bid Documents.

Consider this change and information prior to submitting your bid on **May 13, 2015**.

Sincerely,

A handwritten signature in blue ink, appearing to read "George M. A. Macdougall". The signature is fluid and cursive, with the first name "George" being the most prominent.

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 **017531.00**, for the **Little Falls Brook Bridge Replacement** in the town of **Bristol**, County of **Lincoln**, 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 **November 20, 2015**. 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, November 2014 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, November 2014 Edition, Standard Details November 2014 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.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 017531.00 Little Falls Brook 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, November 2014 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 November 2014 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.

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 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: David Bernhardt, 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

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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.

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The Contractor agrees to complete all Work, except warranty work, on or before **November 20, 2015**. 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, November 2014 Edition and related Special Provisions.

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CONTRACTOR

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(Signature of Legally Authorized Representative
of the Contractor)

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Your offer is hereby accepted.
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This award consummates the Contract, and the

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