



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

December 11, 2006
Subject: **Bath**
Project No: NH-1012(300)
Pin No: 10123.00
Amendment 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

Within the bid book, REMOVE in its entirety the "Schedule of Items" dated 061120 six pages total and REPLACE with the new updated "Schedule of Items" dated 061206 six pages total.

REMOVE in its entirety the "Contract Agreement, Offer & Award" two sets, eight pages total and REPLACE with the attached updated "Contract Agreement, Offer & Award" two sets, eight pages total with the completion date of September 1, 2007.

On "Special Provision, Section 107, Prosecution of Work, (Limitation of Operations)" dated August 8, 2006 DELETE in its entirety item # 6 which begins: "The new cantilever guides signs..." and REPLACE with the following: "6. The foundations for the new cantilever guides signs over Route 1 Northbound and Southbound West of High Street shall be installed a minimum of 10 calendar days before the B portion of the work begins." Make this change in pen and ink.

On "Special Provision, Section 107, Prosecution of Work, (Limitation of Operations)" dated August 8, 2006 ADD the following item #10: "10. Work on the new cantilever guides signs over Route 1 shall be performed so that four 12' traffic lanes (two lanes in each direction) are maintained during the day between 5 am and 9 pm. The number of traffic lanes can be reduced to two 11' traffic lanes (one in each direction) at night between 9 pm and 5 am each day." Make this change in pen and ink.



PRINTED ON RECYCLED PAPER

REMOVE “Special Provision, Section 108, Prosecution and Progress, (Contract Time)” one page total and REPLACE with the attached “Special Provision, Section 107, Prosecution and Progress, (Contract Time)” with the completion date of September 1, 2007 one page total.

REMOVE “Special Provision, Section 108.9.4, Incentive/Disincentive for Early or Late Completion for the “B Portion” of the Work” dated August 8, 2006 two pages total and REPLACE with the attached “Special Provision, Section 107.6, Incentive/Disincentive for Early or Late Completion for the “B Portion” of the Work” dated December 8, 2006 two pages total.

ADD the attached: “Special Provision, Section 201, Clearing, (Removal of Single Tree Top only)” dated November 30, 2006 one page total.

ADD the attached: “Special Provision, Section 201, Clearing, (Removing Stump)” dated November 30, 2006 one page total.

Add the attached: “Supplemental Specification, Section 645, Highway Signing” dated January 29, 2004 one page total.

The following questions have been received.

Question: Are there any specifications for item 202.124 “Remove existing structural slab to reinforcing steel”? Does the top mat need to be exposed? Does concrete under the top mat need to be removed so there is new concrete under the existing rebar?

Response: There are no project specific specifications for item 202.124. The top mat of existing reinforcing steel does not need to be exposed. The existing concrete may need to be removed in certain areas as directed by the Resident in accordance with items 518.50, 518.51 and 518.511

Question: Where there is exposed rebar on the underside of the deck, will that require full depth repair or can there be partial removal and replacement from underneath?

Response: Locations for full depth repairs shall be as directed by the Resident. Partial removal and replacement from underneath shall not be allowed. The ability to work underneath the bridge is severely limited by the section 107 Limitation of Operations and section 652 Work Zone Traffic Control specifications. The Leeman Highway under the Viaduct must be open to four lanes of traffic during the day.

Question: Can we get a copy of the existing bridge plans and a copy of the bridge deck evaluation report?

Response: The existing bridge plans are available on the State of Maine ftp site under the outgoing folder. Please type in the following address into internet explorer:

<ftp://ftp.state.me.us/outgoing>

The plans are located under the following folder: PIN 10123.00 BATH

The bridge deck evaluation report is available on the State of Maine ftp site under the outgoing folder. Please type in the following address into internet explorer

<ftp://ftp.state.me.us/outgoing>

The file to download is named Bathdeckcorereport.zip

Question: Section 107 has “ the apparent low bidder” submit a detailed schedule within 10 days of bid opening, then MDOT has 10 days to respond and “the apparent low bidder” has 10 days to resolve all comments. Thus there could be 30 days after the bid before the schedule is approved. Is the intent to wait until the schedule is approved before the contract is awarded? That is time not available for procurement of materials.

Response: The project will be awarded after the schedule is approved. The Department shall make every effort for timely reviews.

Question: We are concerned about being able to get delivery for the cantilever structures in time to have them installed prior to the completion of the ”B” portion”

Response: The Contractor shall install the foundations only for the cantilever guide signs before the B portion of the work. The remainder of the cantilever signs shall be installed by September 1, 2007.

Question: Can the contractor work 7 days/week/24 hrs/days?

Response: The contractor can work 7 days a week and 24 hours per day except for limitations as noted in the Special Provision Section 107 Prosecution of Work (Limitations of Operations) dated August 8, 2006. The primary limitation on night work is item #3 in the Special Provision Section 107 Prosecution of Work (Limitations of Operations) dated August 8, 2006.

Question: Can the contractor work on holidays?

Response: Yes, the contractor can work on holidays.

Question: Is the continuous monitoring of the traffic control details required throughout the contract or only during the "b" portion

Response: Continuous monitoring of the work zone traffic control shall only be during the "B" portion of the work.

Consider these changes and information prior to submitting your bid on December 13, 2006.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford" with a stylized flourish at the end.

Scott Bickford

Contracts & Specifications Engineer

SCHEDULE OF ITEMS

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 Main Item

0010	107.51 PROSECUTION OF WORK - INITIAL SCHEDULE	LUMP		LUMP			
0020	107.52 PROSECUTION OF WORK - MONTHLY UPDATE	EA	4.000				
0030	107.54 PROSECUTION OF WORK - WEEKLY UPDATES	EA	5.000				
0040	201.23 REMOVING SINGLE TREE TOP ONLY	EA	1.000				
0050	201.24 REMOVING STUMP	EA	1.000				
0060	202.121 REMOVING EXISTING CONCRETE	LUMP		LUMP			
0070	202.124 REMOVE EXISTING STRUCTURAL SLAB TO REINFORCING STEEL	SY	4000.000				
0080	202.127 REMOVE EXISTING BITUMINOUS PAVEMENT	LUMP		LUMP			
0090	203.60 APPROACH WORK-BRIDGES	LUMP		LUMP			
0100	403.207 HOT MIX ASPHALT 19.0 MM HMA Shoulder Widening	T	71.000				

SCHEDULE OF ITEMS

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	403.210 HOT MIX ASPHALT 9.5 MM HMA	143.000 T				
0120	403.324 ROSPHALT 50 HIGH PERFORMANCE RUBBERIZED ASPHALT	450.000 T				
0130	409.15 BITUMINOUS TACK COAT APPLIED	44.000 G				
0140	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	1.000 CY				
0150	502.23 STRUCTURAL CONCRETE PIERS	1.000 CY				
0160	502.41 STRUCTURAL CONCRETE SUPERSTRUCTURE SLAB	444.000 CY				
0170	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	75000.000 LB				
0180	503.13 REINFORCING STEEL, PLACING	75000.000 LB				
0190	507.08 BRIDGE RAILING	50.000 LF				
0200	514.06 CURING BOX FOR CONCRETE CYLINDERS	1.000 EA				
0210	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP	LUMP			

MAINE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 3
DATE: 061206
REVISED:

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	518.50 REPAIR OF UPWARD FACING SURFACES - TO REINFORCING STEEL < 7.9 IN.	25.000 SF				
0230	518.51 REPAIR OF UPWARD FACING SURFACES - BELOW REINFORCING STEEL < 7.9 IN.	2500.000 SF				
0240	518.511 FULL DEPTH CONCRETE REPAIR	720.000 SF				
0250	518.60 REPAIR OF VERTICAL SURFACES < 7.9 IN.	470.000 SF				
0260	518.61 REPAIR OF VERTICAL SURFACES > 7.9 IN.	1.000 CY				
0270	520.21 EXPANSION DEVICE - GLAND SEAL	1.000 EA				
0280	520.24 BRIDGE JOINT MODIFICATION	7.000 EA				
0290	520.24 BRIDGE JOINT MODIFICATION Seal Replacement	5.000 EA				
0300	524.40 PROTECTIVE SHIELD	LUMP	LUMP			
0310	527.305 QUADGUARD CRASH CUSHION	1.000 UN				

MAINE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 4
DATE: 061206
REVISED:

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0320	527.34 WORK ZONE CRASH CUSHIONS	3.000 UN				
0330	607.39 PEDESTRIAN FENCE	2700.000 LF				
0340	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	7000.000 LF				
0350	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR				
0360	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	40.000 HR				
0370	631.11 AIR TOOL (INCLUDING OPERATOR)	40.000 HR				
0380	631.133 SKID STEER (INCLUDING OPERATOR)	40.000 HR				
0390	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR				
0400	631.211 PAVEMENT SWEEPER (INCLUDING OPERATOR)	20.000 HR				
0410	631.212 SMALL PAVEMENT GRINDER (INCLUDING OPERATOR)	40.000 HR				
0420	634.16 HIGHWAY LIGHTING	LUMP	LUMP			

MAINE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 5
DATE: 061206
REVISED:

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	634.21 CONVENTIONAL LIGHT STANDARD	1.000 EA				
0440	637.071 DUST CONTROL	LUMP	LUMP			
0450	639.18 FIELD OFFICE TYPE A	1.000 EA				
0460	643.72 TEMPORARY TRAFFIC SIGNAL	LUMP	LUMP			
0470	645.15 CANTILEVER GUIDE SIGN Route 1 Northbound	LUMP	LUMP			
0480	645.15 CANTILEVER GUIDE SIGN Route 1 Southbound	LUMP	LUMP			
0490	652.38 FLAGGER	720.000 HR				
0500	652.381 TRAFFIC OFFICERS	750.000 HR				
0510	652.39 WORK ZONE TRAFFIC CONTROL	LUMP	LUMP			
0520	652.41 PORTABLE - CHANGEABLE MESSAGE SIGN	4.000 EA				
0530	652.70 TEMPORARY INTERSECTION MODIFICATIONS	LUMP	LUMP			

MAINE DEPARTMENT OF TRANSPORTATION
SCHEDULE OF ITEMS

PAGE: 6
DATE: 061206
REVISED:

CONTRACT ID: 010123.00

PROJECT(S): NH-1012(300)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0540	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0550	659.10 MOBILIZATION	LUMP	LUMP			
0560	660.21 ON-THE-JOB TRAINING (BID)	1000.000 HR				
	SECTION 0001 TOTAL					
	TOTAL BID					

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, PIN No. **010123.00**, for the **Bridge Rehabilitation** in the city of **Bath**, County of **Sagadahoc**, 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 **September 1, 2007**. 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, Revision of December 2002 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, Revision of December 2002, Standard Details Revision of December 2002 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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 010123.00, Bridge Rehabilitation in the city of Bath,

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, Revision of December 2002, 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 Revision of December 2002 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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: David A. Cole, 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

_____ 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 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 **September 1, 2007**. 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, Revision of December 2002 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, Revision of December 2002, Standard Details Revision of December 2002 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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 010123.00, Bridge Rehabilitation in the city of Bath,

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, Revision of December 2002, 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 Revision of December 2002 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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: David A. Cole, Commissioner

Witness

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time)

The specified contract completion date is September 1, 2007.

The Contractor will be assessed liquidated damages of \$1,000.00 for each calendar day after the final completion date.

Special Provision 107.6
Bath
West Approach Bridge
PIN 10123.00
August 8, 2006

SPECIAL PROVISION **SECTION 107.6**

INCENTIVE/DISINCENTIVE FOR EARLY OR LATE COMPLETION FOR THE “B PORTION” OF THE WORK

Beginning of “B Portion” Time Period. The “B Portion” time period will begin at either 7:00 pm April 17, 2007 or the date on which the Contractor commences the physical on-site work per written notice to proceed, whichever is earlier.

Early Opening of Project to Unrestricted Highway Traffic. The Contractor will be paid \$10,000 Incentive for each Calendar Day the “B Portion” is complete before the number of Calendar Days stated by the Contractor in its Bid.

Failure to complete the “B Portion” within the time Bid. Failure to complete the project within the established number of Calendar Days set by the Contractor in its Bid will result in a Daily Road User Cost (disincentive) of **\$10,000 per day** being assessed for every Calendar Day in excess of the stated number, up to the time in which the B Portion is complete, except that if Completion Of The Physical Work for the B Portion is not accomplished by midnight May 23, 2007 the Daily Road User Cost becomes **\$25,000 per day**.

This assessment of Daily Road User Costs will be deducted from any monies due or to become due the Contractor.

The Department will be the sole authority in determining as to when the Completion Of The Physical Work has been achieved and if the project is complete.

Adjustments to work schedule

Adjustments to the contract time period will be made based on the Critical Path method schedule submitted by the Contractor in accordance with Special Provision 107 (Time – Schedule of Work). Delays due to extenuating circumstances beyond the control of the Contractor, in accordance with Standard Specification Section 109.5 will be considered when making time related adjustments. Adjustments will be separately made for each phase/stage of work subject to A+B Bidding.

Adjustments for Incentive/Disincentive (I/D) . Adjustments to the I/D time periods will be made based on the Critical Path method schedule submitted by the contractor in accordance with scheduling provisions found elsewhere in the contract documents. Delays due to extenuating circumstances beyond the control of the Contractor, as provided in Standard Specification Section 109.5 will be considered when making time related adjustments. Adjustments will be separately made for each phase/stage of work subject to I/D provisions.

SPECIAL PROVISION

SECTION 201

CLEARING

(Removal of Single Tree Top only)

Description. This work consists of removal of a single tree top at the corner of Route 1 NB and Elsinore Street in accordance with these specifications as shown on the plans and/or as directed by the Resident. The tree shall not be removed by the Contractor until the Contractor has received a written request from the Resident. All wood with a diameter of 4 inches or more shall be cut into 4' lengths and stacked next to Elsinore Street near the stump. The 4' long wood belongs to the property owner. All other material from the tree less than 4" in diameter shall be removed by the Contractor.

SPECIAL PROVISION

SECTION 201

CLEARING

(Removing Stump)

Description. This work consists of removal of a single tree stump at the corner of Route 1 NB and Elsinore Street by either excavation or grinding in accordance with these specifications as shown on the plans and/or as directed by the Resident. If excavation is used, the hole shall be filled, compacted, covered with 2 inches of loam, seeded and mulched as directed by the Resident. If grinding is used, all wood debris (i.e. sawdust) shall be thoroughly removed.

January 29, 2004
Supercedes
December 1, 2002

SUPPLEMENTAL SPECIFICATION
SECTION 645
HIGHWAY SIGNING

Under 645.023 Support Structures, add the following to the first paragraph just prior to the last sentence:

Minimum fatigue design default values for cantilever & butterfly sign support structures shall be classified as Fatigue Category I with Fatigue Importance Factors (I_f) of 1.0 for Galloping, 1.0 for Natural Wind Gusts and 1.0 for Truck-Induced Gusts. Bridge type sign support structures supporting variable message signs (VMS) shall also use this fatigue criteria in their design.

Minimum fatigue design default values for bridge type structures, without VMS, shall be classified as Fatigue Category II with Importance Factors (I_f) of 0.65 for Galloping, 0.75 for Natural Wind Gusts and 0.89 for Truck-Induced Gusts.

Under 645 Support Structures, b. Bridge, Cantilever, and Butterfly Type Sign Supports, modify the 1st sentence in paragraph 2 to read:

“Signs shall be placed on the support structure such that the bottom edges are aligned (unless written consent from the Fabrication Engineer is obtained), while accommodating the minimum height requirement (see Subsection 645.06).

Modify the 4th sentence of paragraph 2 to read:

“This additional theoretical sign load shall be computed by: For single signs increasing the sign widths an additional 25% without changing the horizontal midpoint of the sign; For multiple signs the sign widths shall be increased 25% toward the outside sign edges. The height shall be increased 25% without changing the bottom edge elevation of the signs.”

Under 645.06 Installation of Type I Signs, b. Sign Panels, modify the 4th sentence of the 1st paragraph to read:

“Sign panels on overhead structures shall provide a minimum vertical clearance of 18 feet to the highest point of the roadway surface under the sign(s).

WD/brdgprgm