

Updated 11/05/14

STATE PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
 - c) an electronic bid bond submitted with an electronic bid.
5. If a paper Bid is to be sent, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431. This is a curable defect.

*If you need further information regarding Bid preparation, call the DOT
Contracts Section at (207) 624-3410.*

*For complete bidding requirements, refer to Section 102 of the Maine Department
of Transportation, Standard Specifications, November 2014 Edition.*

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Mackworth Bridge Structural Reinforcement in the town of FALMOUTH" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on December 31, 2014 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a bridge, highway, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: WIN 018819.00

Location: In Cumberland County, project is located on Andrews Avenue over Presumpscot River Outlet approximately 0.2 mile south easterly of US route 1 junction.

Scope of Work: Mackworth Bridge Structural Reinforcement plus other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Project Manager Brent Snowden** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Full size plans \$10.00 (\$13.50 by mail). Half size plans \$5.00 (\$7.25 by mail), Bid Book \$10 (\$13 by mail), Single Sheets \$2, payment in advance, all non-refundable.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$12,000.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

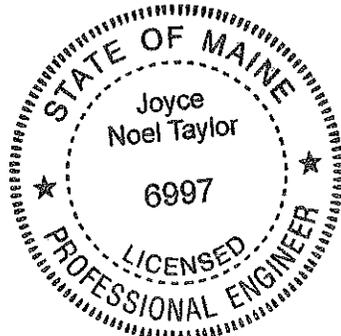
All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of November 2014", price \$10 [\$15 by mail], and Standard Details, Revision of November 2014, price \$20 [\$25 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
December 10, 2014



JOYCE NOEL TAYLOR P. E.
CHIEF ENGINEER



SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 018819.00

Project(s): 018819.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	203.35 CRUSHED STONE FILL	6.000 CY	_____	 _____	_____	 _____
0020	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	18.000 CY	_____	 _____	_____	 _____
0030	502.21 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	12.000 CY	_____	 _____	_____	 _____
0040	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	1,810.000 LB	_____	 _____	_____	 _____
0050	503.13 REINFORCING STEEL, PLACING	1,810.000 LB	_____	 _____	_____	 _____
0060	504.70 STRUCTURAL STEEL FABRICATED AND DELIVERED	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
0070	504.705 STRUCTURAL STEEL - STATE SUPPLIED	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
0080	504.71 STRUCTURAL STEEL ERECTION	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
0090	506.9102 ZINC RICH COATING SYSTEM (SHOP APPLIED)	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
0100	506.9103 GALVANIZING	LUMP SUM	LUMP SUM	 LUMP SUM	_____	 _____
0110	507.0813 BRIDGE RAILING, 2 BAR - INSTALL ONLY	204.000 LF	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 018819.00

Project(s): 018819.00

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	526.301 TEMPORARY CONCRETE BARRIER TYPE I	LUMP SUM	LUMP	SUM	_____	_____
0130	528.01 STRUCTURAL TIMBER, FABRICATED AND DELIVERED	LUMP SUM	LUMP	SUM	_____	_____
0140	528.02 STRUCT TIMBER, ERECTION	LUMP SUM	LUMP	SUM	_____	_____
0150	528.60 STRUCTURAL TIMBER DECKING	10,560.000 BF	_____	_____	_____	_____
0160	606.36 GUARDRAIL REMOVED AND RESET	150.000 LF	_____	_____	_____	_____
0170	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	_____	_____	_____
0180	652.312 TYPE III BARRICADE	2.000 EA	_____	_____	_____	_____
0190	652.33 DRUM	25.000 EA	_____	_____	_____	_____
0200	652.34 CONE	25.000 EA	_____	_____	_____	_____
0210	652.35 CONSTRUCTION SIGNS	150.000 SF	_____	_____	_____	_____
0220	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	65.000 CD	_____	_____	_____	_____
0230	652.38 FLAGGER	960.000 HR	_____	_____	_____	_____

12/8/2014

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 3

Proposal ID: 018819.00

Project(s): 018819.00

SECTION: 1 INITIAL GROUP

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EA	_____	 _____	_____	 _____
0250	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM	 _____	_____	 _____
0260	659.10 MOBILIZATION	LUMP SUM	LUMP SUM	 _____	_____	 _____
Section: 1			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, WIN **018819.00** for the **Mackworth Island Bridge Strengthening** in the town of **Falmouth**, County of **Cumberland**, 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 **April 3, 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 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 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 018819.00, Mackworth Island Bridge Strengthening 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: 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: 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

_____ 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.

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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 **April 3, 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 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 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 018819.00, Mackworth Island Bridge Strengthening 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: 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: 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 (Name of the firm bidding the job) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

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. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, 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 15, 2006. 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 (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) 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, 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 Appendix A to Division 100 of the Standard Specifications November 2014 Edition (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, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,

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: 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.

Date

(Witness Sign Here)
Witness

(Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Print Name Here)
(Name and Title Printed)

CONTRACTOR

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)

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ in the State of _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ and 00/100 Dollars (\$ _____),
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this day of, 20.....

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....
.....
.....

ADDRESS
.....
.....

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business in
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

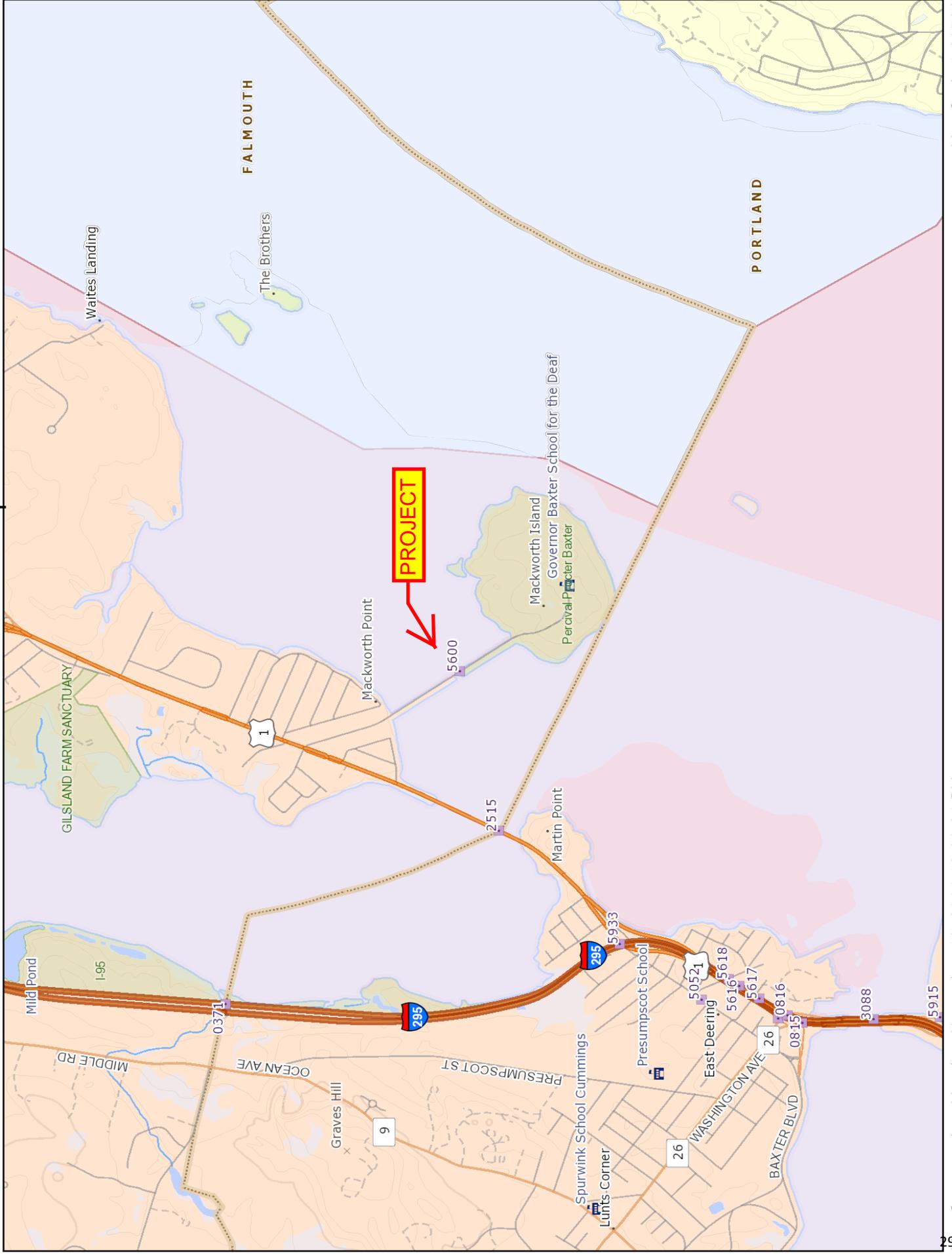
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TELEPHONE

.....

Maine DOT Map



Map Scale 1:22533

Map Generated on Monday, November 10, 2014 12:00:26 PM

The Maine Department of Transportation provides this publication for information only. Reliance upon this information is at user risk. It is subject to revision and may be incomplete, depending upon changing conditions. The Department assumes no liability if injuries or damages result from this information. This map is not intended to support emergency dispatch. Road names used on this map may not match official road names.

General Roads

- Interstate
- US Routes
- State Routes
- Public Roads

Bridges



MaineDOT Regions



State Urban



Water Bodies



Boundary Lines

- coastline
- county
- state
- town

Wetlands



Conserved Lands



**THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE
CONSTRUCTION SITE**

State of Maine
Department of Labor
Bureau of Labor Standards
Wage and Hour Division
Augusta, Maine 04333-0045
Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project -----Falmouth Mackworth Island Bridge Strengthening

Location of Project -Falmouth, Cumberland

**2015 Fair Minimum Wage Rates
Heavy & Bridge Cumberland County**

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asphalt Raker	\$14.00	\$0.00	\$14.00	Line Erector - Power/Cable Splicer	\$28.50	\$8.40	\$36.90
Backhoe Loader Operator	\$18.00	\$2.23	\$20.23	Loader Operator - Front-End	\$17.50	\$3.02	\$20.52
Boom Truck (Truck Crane) Operator	\$22.50	\$0.00	\$22.50	Mechanic- Maintenance	\$22.78	\$3.99	\$26.77
Bulldozer Operator	\$18.00	\$2.77	\$20.77	Mechanic- Refrigeration	\$22.00	\$4.43	\$26.43
Carpenter	\$22.00	\$2.31	\$24.31	Millwright	\$24.73	\$3.42	\$28.15
Carpenter - Rough	\$18.03	\$2.82	\$20.85	Painter	\$16.00	\$0.00	\$16.00
Cement Mason/Finisher	\$16.81	\$0.74	\$17.55	Pile Driver Operator	\$22.93	\$4.29	\$27.22
Communication Equip Installer	\$23.57	\$5.63	\$29.20	Pipe/Steam/Sprinkler Fitter	\$21.50	\$4.30	\$25.80
Comm Transmission Erector-Microwave & Cell	\$18.00	\$2.92	\$20.92	Pipelayer	\$23.06	\$9.55	\$32.61
Crane Operator =>15 Tons)	\$24.35	\$4.12	\$28.47	Plumber (Licensed)	\$24.00	\$3.63	\$27.63
Crusher Plant Operator	\$18.65	\$3.62	\$22.27	Plumber Helper/Trainee (Licensed)	\$17.88	\$2.39	\$20.27
Diver	\$23.00	\$8.25	\$31.25	Propane & Natural Gas Servicer & Inst	\$24.00	\$3.13	\$27.13
Driller - Rock	\$17.50	\$4.86	\$22.36	Pump Installer	\$22.00	\$2.70	\$24.70
Earth Auger Operator	\$22.50	\$10.46	\$32.96	Reclaimer Operator	\$20.75	\$10.84	\$31.59
Electrician - Licensed	\$28.00	\$14.20	\$42.20	Rigger	\$20.00	\$3.18	\$23.18
Electrician Helper/Cable Puller (Licensed)	\$17.50	\$8.16	\$25.66	Roller Operator - Earth	\$12.50	\$4.76	\$17.26
Excavator Operator	\$20.75	\$3.38	\$24.13	Roller Operator - Pavement	\$18.75	\$5.25	\$24.00
Fence Setter	\$14.00	\$0.00	\$14.00	Screed/Wheelman	\$17.00	\$3.42	\$20.42
Flagger	\$9.00	\$0.00	\$9.00	Truck Driver - Light	\$17.00	\$1.46	\$18.46
Ironworker - Reinforcing	\$20.00	\$1.23	\$21.23	Truck Driver - Medium	\$12.25	\$0.93	\$13.18
Ironworker - Structural	\$23.70	\$1.36	\$25.06	Truck Driver - Heavy	\$16.00	\$2.34	\$18.34
Laborers (Incl.Helpers & Tenders)	\$15.00	\$1.04	\$16.04	Truck Driver - Tractor Trailer	\$20.16	\$3.31	\$23.47
Laborer - Skilled	\$17.05	\$2.79	\$19.84				

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

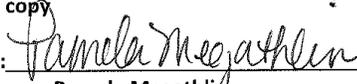
Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HB-003-2015
Filing Date: December 5, 2014
Expiration Date: 12-31-2015

A true copy
Attest: 
Pamela Megathlin
Director
Bureau of Labor Standards

SPECIAL PROVISIONS
SECTION 104
Utilities

UTILITY COORDINATION

The contractor has primary responsibility for coordinating their work with utilities after contract award. The contractor shall communicate directly with the utilities regarding any utility work necessary to maintain the contractor's schedule and prevent project construction delays. The contractor shall notify the resident of any issues.

THE CONTRACTOR SHALL PLAN AND CONDUCT WORK ACCORDINGLY.

MEETING

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is thereby called for.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made by the Department for coordination of the work and for utility and/or railroad adjustments as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications. The following list identifies all known utilities or railroads having facilities presently located within the limits of this project or intending to install facilities during project construction, unless otherwise provided.

FALMOUTH

Overview

Utility/Railroad Maine	Aerial	Underground	Railroad
Central Maine Power Company	X	None	None
Fairpoint Communications	X	None	None
Time Warner Cable	X	None	None
Portland Water District	None	X	None
Town of Falmouth Sewer	None	X	None

Temporary utility adjustments are not contemplated unless herein provided for.

The approximate locations of major items of existing and proposed (permanent and temporary) utility plant are shown on the highway construction plans.

All utility crossings over highways will provide not less than 20 feet vertical clearance over existing ground in cut or over finished grade in fill, during construction of this project.

Manholes, valve boxes, service connections, and similar incidental utility plant are to be adjusted in cooperation with work being done by the Contractor.

Unless otherwise provided, utilities will not be required to make underground installations in frozen ground.

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractors shall have no claim against the Department if they are exceeded.

Utility working days are Monday through Friday, conditions permitting. Times are estimated on the basis of a single crew for each utility.

In all cases, the utilities shall be advised well in advance (generally three weeks) before work, dependent upon other work to be done by the Contractor, in any particular area, is to be commenced by them.

Unless otherwise specified, any underground utility facilities shown on the project plans represent approximate locations gathered from available information. The Department cannot certify the level of accuracy of this data. Underground facilities indicated on the topographic sheets (plan views) have been collected from historical records and/or on-site designations provided by the respective utility companies. Underground facilities indicated on the cross-sections have been carried over from the plan view data and may also include further approximations of the elevations (depths) based upon straight-line interpolation from the nearest manholes, gate valves, or test pits.

All clearing and tree removal which is a part of this contract in areas where utilities are involved must be completed by the Contractor before the utilities can relocate their facilities. The Contractor shall clear and remove all trees a minimum of 10 feet beyond the new pole line or to the right of the right of way line whichever is closest. This is going to be discussed in greater detail at the preconstruction utility meeting.

Central Maine Power Company has an existing three phase pole line on the north side of the causeway. They may be willing to alley arm and move their conductors away from this bridge. They may be able to de-energize this circuit for the installation of the north side beam. This would have to be at night or early morning. A 1 week advanced notice is going to be required from the contractor to the power company to de-energize this circuit.

Time Warner Cable has existing facilities on the existing poles. They do not anticipate doing any work at this time. This shall be discussed in greater detail at the pre-construction utility meeting.

Fairpoint Communications has existing facilities on the existing poles. They do not anticipate doing any work at this time except for putting flagging on their existing cables. They shall have to be notified at least 5 working days in advance for the flagging.

UNDERGROUND WORK

Portland Water District has an existing water main away from the bridge. They do not anticipate any involvement at this time.

Town of Falmouth Sewer has an existing sewer main that is away from the bridge on the south side. They do not anticipate any involvement at this time.

BUY AMERICA

Utility construction work performed as part of this federal aid project is subject to the requirements of Buy America in accordance with Federal Regulation 23 DFR 635.410 Section 1518. Specific requirements are presented in Maine DOT Standard Specification Section 100, Appendix A, Section 3.A., Buy America.

UTILITY SPECIFIC ISSUES

Any tree removal or tree trimming required within ten feet of the electrical conductors must be done by a qualified contractor. A list of tree removal contractors qualified to remove trees or limbs within ten feet of the electrical conductors may be obtained from the power company.

BLASTING

In addition to any other notice which may be required, the Contractor shall notify an authorized representative of each utility having plant close to the site not later than 3:00 p.m. on the working day (Monday through Friday) before he intends to blast. Notice shall state the approximate time of the blast.

MAINTAINING UTILITY LOCATION MARKINGS

The Contractor will be responsible for maintaining the buried utility location markings following the initial locating by the appropriate utility or their designated representative.

UTILITY SIGNING

Any utility working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted, and traffic flaggers employed as determined by field conditions. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

JQ

cc: Brent Snowden, Project Manager
Coy Williams
Mark Parlin, Rich Meyers, Devin Anderson

SPECIAL PROVISION 105
CONSTRUCTION AREA

A Construction Area located in the **Town of Falmouth** has been established by the Maine Department of Transportation (MDOT) in accordance with provisions of 29-A § 2382 Maine Revised Statutes Annotated (MRSA).

- (a) The sections of highway under construction in the town of Falmouth, Cumberland County on Andrews Avenue over the Presumpscot River Outlet.
- (b) (Andrews Avenue) over the Presumpscot River Outlet preceding Mackworth Island bridge abutment number 1 and extending to abutment number 2 plus approaches.

Per 29-A § 2382 (7) MRSA, the MDOT may “*issue permits for stated periods of time for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:*

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.”

The Municipal Officers for the **Town of Falmouth** agreed that an Overlimit Permit will be issued to the Contractor for the purpose of using loads and equipment on municipal ways in excess of the limits as specified in 29-A MRSA, on the municipal ways as described in the “Construction Area”.

As noted above, a bond may be required by the municipality, the exact amount of said bond to be determined prior to use of any municipal way. The MDOT will assist in determining the bond amount if requested by the municipality.

The maximum speed limits for trucks on any town way will be 25 mph (40 km per hour) unless a higher legal limit is specifically agreed upon in writing by the Municipal Officers concerned.

SPECIAL PROVISION

SECTION 107

TIME

(Supplemental Liquidated Damages)

This Project shall be completed by April 3, 2015.

The Contractor will be assessed Supplemental Liquidated Damages at the rate of five hundred dollars (\$500) per Day for each Day that the Project is not completed after the April 3, 2015 deadline.

These assessments of supplemental liquidated damages will be in addition to the liquidated damages specified in Section 107 of the Standard Specifications.

Once the Contractor commences work on this project the work shall be continuous through completion unless the work stoppage is allowed by the Resident.

If the Contractor utilizes the possible bridge and causeway closure dates of 4:00 p.m. on Sunday, February 15, 2015 to 4:00 p.m. on Sunday, February 22, 2015 and does not complete all operations requiring a bridge closure and requests an extension of up to four (4) consecutive days (these four days are considered 4:00 p.m. Sunday, February 22, 2015 to 4:00 p.m. Monday, February 23, 2015, 4:00 p.m. Monday, February, 23, 2015 to 4:00 p.m. Tuesday, February 24, 2015, 4:00 p.m. Tuesday, February 24, 2015 to 4:00 p.m. Wednesday, February 25, 2015 and 4:00 p.m. Wednesday, February 25, 2015 to 4:00 p.m. Thursday, February 26, 2015,) on the end of the specified closure date, the Contractor will be assessed Supplemental Liquidated Damages at the rate of \$2,500 per each day as defined and/or \$2,500 per any partial day used beyond 4:00 p.m. Sunday, February 22, 2015. The Contractor must have at least one lane of alternating traffic open by 4:00 p.m. on Thursday, February 26, 2015. If the Contractor is not able to have the bridge open to at least one lane of alternating traffic by 4:00 p.m. on Thursday, February 26, 2015, the Contractor will be assessed Supplemental Liquidated Damages at the rate of \$10,000 per each day as defined and/or \$10,000 per any partial day used beyond 4:00 p.m. Thursday, February 26, 2015.

SPECIAL PROVISION
SECTION 504
STRUCTURAL STEEL
(Materials)

Description This work shall consist of furnishing all labor, materials and equipment required to load, transport, fabricate and deliver structural steel supplied for this project by the Maine Department of Transportation from the maintenance lot(s) that the steel is currently located, to the fabrication shop and/or to the bridge site.

Materials The two 102' main structural steel girders (approximately 38,900 pounds for both girders) for this bridge strengthening project, labeled "b1" on sheet 9 of the plans, are located at the MaineDOT Maintenance Lot located in Presque Isle, Maine south of the railroad right of way on the southerly side of Route 163 approximately 0.83 miles southwest of the jct. of Routes 163 and 227. One week prior to picking up the steel, contact Jeff Naum (207-446-1235) who will provide notification to the Region and assistance in locating the steel on the lot.

The ten cross stringers (WF 18 x 55 – approx. 27' to 28' long – approximately 15,400 pounds) that will be supported off of the two main structural steel girders, labeled "B1" on sheet 9 of the plans, are located at the MaineDOT Maintenance Lot located in West Gardiner, Maine on the southerly side of Route 126 approx. 0.4 miles westerly of the Maine Turnpike Interchange. One week prior to picking up the steel, contact Jeff Naum (207-446-1235) who will provide notification to the Region and assistance in locating the steel on the lot.

All other steel and hardware specified on the plans and required for this project will be the responsibility of the Contractor to purchase, fabricate and deliver to the bridge site.

Basis of Payment Payment for all labor, materials and equipment required to load, transport, fabricate and deliver structural steel supplied for this project by the Maine Department of Transportation from the maintenance lot(s) that the steel is currently located, to the fabrication shop and/or to the bridge site, shall be considered incidental to the pay item "Structural Steel – State Supplied". Purchase, fabrication and delivery to the bridge site for all other steel and hardware specified will be paid for under pay item "Structural Steel Fabrication & Delivery"

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
504.70 Structural Steel Fabrication & Delivery	1 Lump Sum
504.705 Structural Steel – State Supplied	1 Lump Sum

SPECIAL PROVISION
SECTION 506
SHOP APPLIED PROTECTIVE COATING - STEEL
(Zinc Rich Coating System)

Description This work shall consist of surface preparation and application of coating systems in accordance with the Plans and this Specification. The color shall be as specified on the Plans.

Materials Coatings systems shall be from the Northeast Protective Coating Committee (NEPCOAT) Qualified Products List (QPL), list A or B for all new steel that has not been painted before. Coating systems for the 10 Cross Stringers that will be supported off of the two main structural steel girders, labeled “B1” on sheet 9 of the plans shall be from the Northeast Protective Coating Committee (NEPCOAT) Qualified Products List (QPL) list M for Qualified Products for Protective Coatings for Previously Painted Existing Steel Bridges. Spot areas of the main girders labeled “b1” on sheet 9 of the plans that may need “touch up” shall use a top coat from the Northeast Protective Coating Committee (NEPCOAT) Qualified Products List (QPL) list M for Qualified Products for Protective Coatings for Previously Painted Existing Steel Bridges.

Method of Measurement Protective coating shall be measured by the lump sum, complete and accepted. The coating limits shall be as shown or described in the Contract Documents.

Basis of Payment All work for Protective Coating will be paid for at the lump sum price for the respective item. Payment will be full compensation for all labor, materials and equipment required to complete the surface preparation and coating work, including, but not limited to, coating and cleaning materials, staging or accessing, testing, surface preparation, cleaning application, curing and repairs.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
506.9102 Zinc Rich Coating System (Shop Applied)	1 Lump Sum

SPECIAL PROVISION
SECTION 507
RAILINGS

Description This work shall consist of furnishing all labor, materials and equipment required to remove and reset the existing steel bridge rail that is currently on the bridge as required for this project.

Basis of Payment Payment for all labor, materials and equipment required to remove and reset the existing steel bridge rail shall be considered incidental to the pay item “Bridge Railing, 2 Bar – Install Only”.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
507.0813 Bridge Railing, 2 Bar – Install Only	LF

SPECIAL PROVISION
SECTION 528
STRUCTURAL TIMBER

Description This work shall consist of removal of existing timber deck and timber stringers, fabricating, treating, delivering, and erecting structural timber deck planks and structural timber stringers. Twenty (20) structural timber stringers are to be provided for replacement of deteriorated timber stringers as directed by the Resident. Any structural timber decking and timber stringers not used on the bridge during the project will become the property of the Department.

Materials Materials shall meet the following requirements:

Structural Timber Structural timber shall conform to the species and stress-grades specified in the Contract and shall be acceptable to the Resident.

- (a) **Grading** Structural timber shall be graded in accordance with the requirements of AASHTO M 168.
- (b) **Moisture Content** The maximum moisture content of material prior to treatment shall be 19 percent.
- (c) **Minimum Stress Requirements** Unless otherwise specified in the Contract, The material shall meet the allowable unit stress requirement for “Construction Grade” or better material as specified in the AASHTO *LRFD Bridge Design Specifications*.
- (d) **Lumber Finish** As specified per AASHTO M 168 for manufacturing classifications: e.g., Rough Lumber or Dressed (Surfaced) Lumber.
- (e) **Soundness** Material shall be sound and free from any incipient or advanced form of decay.
- (f) **Preservative Treatment** Preservatives and pressure treatment processes for structural timber shall conform to the requirements of AASHTO M 133.

Miscellaneous Hardware

- (a) Unless otherwise specified, bolts, studs, nuts, and washers shall conform to the requirements of ASTM F 568M, Class 4.6 (ASTM A307).

(b) Nails and spikes shall conform to the requirements of ASTM F 1667.

(c) Unless otherwise specified, all steel hardware shall be galvanized in accordance with ASTM A153.

Storage Timber materials stored on the site shall be kept in orderly piles, open stacked, and on supports that provide at least 12 inches of ground clearance. For outside storage, the ground area in the vicinity of the materials shall be cleared of grass, weeds, and rubbish. Free circulation of air shall be provided between the timber and the ground.

Method of Measurement Structural Timber Stringers shall be measured as one lump sum each for items 528.01 and 528.02. Structural Timber Decking will be measured in Board Feet.

Basis of Payment The accepted items below will be paid for as indicated under “Pay Unit”, which price shall include all work required to complete the deck replacement and timber stringers (as directed by the Resident) including but not limited to removal and disposal of existing deck and timber stringers, fabricating, treating, furnishing and installation of timber deck and timber stringers.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
528.01 Structural Timber Fabrication & Delivery	1 Lump Sum
528.02 Structural Timber Erection	1 Lump Sum
528.60 Structural Timber Decking	BF

SPECIAL PROVISION
SECTION 606.36
GUARDRAIL
(Removed and Reset)

Description This work shall consist of furnishing all labor, materials and equipment required to remove and reset the existing approach guardrail that is currently adjacent to the bridge as required for this project. The existing approach guardrail at all four corners of the existing bridge will be removed and reset as directed by the Resident to allow for the installation of the reinforced concrete slabs to support the two main steel girders and to allow room for cranes and equipment required to do the work. When reinstalling the approach guardrail, install as directed by the Resident to avoid the reinforced concrete slab and to match into the removed and reset bridge railing.

Basis of Payment Payment for all labor, materials and equipment required to remove and reset the existing approach guardrail as directed by the Resident shall be made under the Pay Item and Pay Unit listed below.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
606.36 Guardrail Removed and Reset	LF

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Bridge and Causeway Closures)

This Special Provision is in addition to Section 652 of the Standard Specifications, Maintenance of Traffic.

The Contractor shall be allowed to close the bridge to all vehicular and pedestrian traffic for a specified period of time as addressed in this Special Provision to allow the Contractor to conduct their work operations without having to maintain traffic on the bridge structure or the Mackworth Island Causeway.

The specified period of time that the bridge and causeway shall be allowed to be closed will be from Sunday, February 15, 2015 at 4:00 p.m. until Sunday, February 22, 2015 at 4:00 p.m. All Contractor operations that require the bridge to be closed must be completed on or before 4:00 p.m. Sunday, February 22, 2015, after the closure date the Contractor shall be required at a minimum to maintain one lane of alternating traffic on the bridge and causeway as specified on the plans, except for short closures as defined by and agreed to by the project Resident to accomplish specific tasks, until the project is complete which may require staged construction on the bridge. Should the Contractor not complete all of their operations that require the bridge to be closed and desire to keep the bridge closed longer than the period of time specified above, they have the option of utilizing up to four (4) more consecutive days added on to the specified time period with opening the bridge and causeway to a minimum of one lane of alternating traffic by Thursday, February 26, 2015 at 4:00 p.m. The additional four (4) days added at the end of the specified time period would result in supplemental liquidated damages for each additional day or partial day that the bridge remains closed beyond Sunday, February 22, 2015 as specified in Special Provision Section 107 Time – (Supplemental Liquidated Damages). During the bridge and causeway closure period mentioned above the Contractor will be allowed to work 24 hours per day.

If the Contractor utilizes the closure of the bridge and causeway for the specified period of time mentioned above they will have the following associated responsibilities:

- Notification of the public through use of a portable changeable message sign on the Falmouth side of the causeway for a period of at least two weeks prior to the closure, that the Mackworth Island Bridge, Causeway and Recreational Trails will be closed to public use and access for the specified period noted above
- Blocking off access to the bridge and closure of the existing gate on the Falmouth Side of the Causeway whenever the Contractor leaves the site
- Maintaining the ability to transport or provide access to and from the island for two maintenance personnel from the Governor Baxter School for the Deaf,

- periodically during the closure week, allowing them to check on school facilities due to storms, temporary power outages or emergency situations
- Plowing the causeway

All costs incurred in meeting the Contractor's responsibilities mentioned above during the closure will be borne by the Contractor.

November 05, 2014
Supersedes March 25, 2014

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

<http://maine.gov/mdot/contractors/publications/standarddetail/>

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
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	No Changes to the November 2014 Standard Detail Book	
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SUPPLEMENTAL SPECIFICATION
(Corrections, Additions, & Revisions to Standard Specifications - November 2014)

SECTION 502
STRUCTURAL CONCRETE

502.195 Pay Adjustments Method C

Table 6: Method C Pay Reductions (page 5-53)

Under “Entrained Air” for “Class Fill”, in the first line,
change “< **4.0 (Removal)**” to “< **4.5 (Removal)**”

SECTION 626
**FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY
SIGNING, LIGHTING, AND SIGNALS**

626.02 General

In the third paragraph starting with “Materials shall meet...” change the
reference for Precast Concrete Units from “**712.06**” to “**712.061**”.

SECTION 717
ROADSIDE IMPROVEMENT MATERIAL

717.02 Agricultural Ground Limestone

In the table after the third paragraph which starts with “Liquid lime...” change
the Specification for Nitrogen (N) from “**15.5 percent of which 1% is from
ammoniac nitrogen and 14.5 /5 is from Nitrate Nitrogen**” to read “**15.5 % of which
1% is from Ammoniacal Nitrogen and 14.5 % is from Nitrate Nitrogen**”



Environmental Summary Sheet

WIN: 18819.00
 Town: Falmouth
 CPD Team Leader: Kristen Chamberlain
 ENV Field Contact: Mike Clark
 NEPA Complete: N/A-No federal funds.

Date Submitted: 11/24/14

- Section 106**
 No Federal Action
 Section 106 Resources: None

- Section 4(f) and 6(f)**
Section 4(f)
 Review Complete- No USDOT \$
Section 6(f)
 Not Applicable

- Maine Department of Inland Fisheries and Wildlife Essential Habitat**

Not Applicable **Timing Window: Not Applicable**

- Section 7**
Not Applicable
Species of Concern: Sturgeon/Northern Long-eared bat

Comments/References: No federal nexus. No in-water work. No tree cutting

- Maine Department of Conservation/Public Lands, Submerged Land Lease**
 Not Applicable

- Maine Land Use Regulation Commission**
 N/A

- Maine Department of Environmental Protection**
Exempt from Permitting- 38 MRSA 480-Q 2D

- Army Corps of Engineers, Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.**
Not Applicable

- Stormwater Review**
 N/A

- Special Provisions Required**

Special Provision 105-Timing of Work Restriction	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 656-Erosion Control Plan N/A if using November 2014 Standard Specifications		
Special Provision 203-Dredge Spec	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
General Note for Hazardous Waste	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 203-Hazardous Waste	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>
Special Provision 105.9	N/A <input checked="" type="checkbox"/>	Applicable <input type="checkbox"/>

**All permits and approvals based on plans/scope as of: 11/24/14*