NEWHALL ROAD BRIDGE REPLACEMENT OVER GREEN BROOK WELLS, MAINE D&K Project No. 627789P3

ADDENDUM NO. 2

April 25, 2023

Page 1 of 3

- **TO:** PROSPECTIVE BIDDERS
- FROM: DuBois & King, Inc. 15 Constitution Drive, Suite 1L Bedford, NH 03110

This Addendum forms part of the Contract Documents and modifies the original Bidding Documents dated April 2023. NOTE: Contractor to acknowledge receipt of this Addendum in the space provided on Page 3, Article 5.03 of the Bid Form (Section 00410, Page 00410-3). Failure to do so may subject the Bidder to disqualification.

I. CONTRACT DOCUMENTS (SPECIFICATIONS) CHANGES

- A. SECTION 410 BID FORM FOR CONSTRUCTION CONTRACT
 - 1. Page 1 **Revise** as follows:

Revise Article 3.01, Section A to **Replace** item 502.3415 "STRUCTURAL CONCRETE, RAPID SETTING" with item 502.111 "STRUCTURAL CONCRETE FOOTINGS". The quantity remains the same at 17 CY.

- B. SECTION 1300 BID FORM FOR CONSTRUCTION CONTRACT
 - 1. Page 10 **Revise** as follows:

Revise Article 3.01, Section E to **Replace** item 502.3415 "STRUCTURAL CONCRETE, RAPID SETTING" with item 502.111 "STRUCTURAL CONCRETE FOOTINGS". The quantity remains the same at 17 CY.

- C. STANDARD SPECIFICATIONS SUPPLEMENTAL SPECIFICATIONS
 - 1. Page SS-2 **Revise** as follows:

Revise to **Replace** item 502.3415 "STRUCTURAL CONCRETE, RAPID SETTING" with item 502.111 "STRUCTURAL CONCRETE FOOTINGS". The quantity remains the same at 17 CY.

D. TECHNICAL SPECIFICATIONS – SUPPLEMENTAL TO SPECIFICATION SECTION 502 – STRUCTURAL CONCRETE

1. Section 502.15 – **Revise** as follows:

Revise the first paragraph to read: "No substructure loads such as the precast abutments shall be placed upon the cast-in-place concrete subfooting (item 502.111, Structural Concrete Footings) until concrete has cured for a minimum of 12 hours. At this point the contractor may begin placing and backfilling substructure components including abutments, wingwalls,

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approach slabs and precast deck panels. A curing compound shall be applied to the subfooting directly after concrete surface has been finished and prior to the placement of precast elements or backfilling operations. The cast-in-place concrete deck may be poured once, and not prior to, the subfooting concrete reaches a compressive strength of .7*f'c or 2100 psi as proven by site cured concrete cylinder breaks."

E. TECHNICAL SPECIFICATIONS – NOTICE TO BIDDERS – LIMITED CONSTRUCTION DISINCENTIVE

1. Revise Identified Work as follows:

Include the following paragraph: "The contractor is required to provide on-site parking and pedestrian access though the construction site after the 7-day closure window if the bridge cannot be opened to vehicular traffic. Construction disincentives shall still be assessed for every day outside of the closure window that the bridge does not have a minimum of 1 lane of vehicular traffic."

2. Revise Pay Schedule as follows:

Revise the first paragraph to read: "For each day after the end of the Closure Period that the Identified Work remains uncompleted, the Contractor will be assessed a disincentive at a rate of \$1,000.00 per day for the first 7 days following the end of the scheduled road closure. After this point the Contractor will be assessed a disincentive at a rate of \$10,000.00 per day until the road is opened to a minimum of a single lane of traffic. The full daily disincentive amount will be assessed for each day during which the Identified Work is not completed for any portion of the day. There shall be no maximum on the disincentive amount."

II. PLANS (DRAWINGS) CHANGES

- A. CONTRACT PLANS SHEET GENERAL NOTES & QUANTITIES
 - 1. ESTIMATED QUANTITIES Revise Item as follows:

Replace item 502.3415 "STRUCTURAL CONCRETE, RAPID SETTING" with item 502.111 "STRUCTURAL CONCRETE FOOTINGS". The quantity remains the same at 17 CY.

III. ADDITIONAL INFORMATION OR CLARIFICATION

QUESTIONS RECEIVED 4/21

Q1) Will there be an addendum addressing questions or discussions from the prebid meeting? A) No Addendum will be issued from the discussion held during the pre-bid meeting. All RFI's must be formally submitted in writing.

Q2) Would The Town consider adopting the MDOT 502 Specification for Cast-in-Place Structural Concrete (with some modifications for design/lifting) for the precast components that require no specialty pretensioning elements?

A) Yes, the town finds this to be acceptable. Formwork, reinforcing and splice couplers are subject to inspection by the engineer prior to, and after concrete pouring. The contractor will still be responsible for coordinating fit-up between abutting concrete elements, and for submitting a detailed erection plan

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and calculations. Please note that all concrete elements required to complete the bridge must be fully cured and on-site prior to the closure of the bridge.

Q3) With all of the moving parts and planning required for estimating this 7-Day shutdown, would the Town consider postponing the bid by 7 days?

A) After discussions with the town, the bid date will remain as-is.

Q4) Are there any provisions for moving and/or de-energizing the utilities that cross directly over the existing and proposed bridge structures? A fair amount of this work is going to require a crane, and working in that proximity is really a major safety issue that should be addressed.

A) See sheets 4 and 5 of the contract plans showing the proposed utility pole location. The engineer is currently coordinating with the aerial utility companies and is working on finalizing a timeframe for the relocations. Additional information will be forthcoming.

Q5) We are extremely concerned with the scope required to completed in the 7-Day closure window. With a cast-in-place subfooting that requires cleaning bedrock, forming on bedrock, doweling and 70% design strength before continuing (not to mention a 7-day wet cure requirement), grouting precast elements that will also require curing, and then having to place a cast in place deck slab that will require 70% design strength before putting traffic on it – you will never be able to meet the quality standards set forth by the specifications you are asking us to follow. This will require contractors to build contingency for "Limited Construction Disincentive" into our bids. At \$1,000/HR we are going to have to carry \$24,000/DAY of contingency. Which will unnecessarily drive up the cost to The Town of Wells. Would the town and abutting homeowner consider either an increase of the shutdown to at least 14 days, and/or consider a more reasonable disincentive pay schedule? MaineDOT Standard Specification Section 107.7.2 states Per Diem Amount of Liquidated Damages per calendar DAY is \$800 for contract values between \$500,000 and \$1,000,000.

A) See the amendments to the technical specifications as listed above. The revised technical specifications for the subfooting allow for the placement of precast concrete elements prior to the subfooting reaching .7f'c compressive strength. The disincentives have also been re-written to reflect a pay schedule that closer reflects MaineDOT Standard Specification 107.7.2, while also requiring pedestrian access be provided if the contractor is unable to open the bridge to vehicular traffic after the 7 day closure period. Contractor may request an alternate mix design for the subfooting. The use of non-shrink grout from the MaineDOT qualified products list may be used in-lieu of rapid set concrete for abutment shear keys. All grout materials used for shear keys in both the abutments and deck panels shall be incidental to the appropriate concrete item.

IV. ATTACHMENTS

- A. SECTION 410 BID FORM FOR CONSTRUCTION CONTRACT
- B. SECTION 1300 SUBMITTALS
- C. STANDARD SPECIFICATIONS
- D. TECHNICAL SPECIFICATIONS

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Michael W. Pardue, Town Manager, 208 Sanford Road, Wells Maine, 04090.
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - C. Contractor's license number as evidence of Bidder's State Contractor's License;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 Unit Price Bids
 - A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated	Bid Unit Price	Bid Amount
			Quantity		
201.11	Clearing	AC.	.05		\$
202.01	Removing Structures and	L.S.	1		\$
	Obstructions				
203.20	Common Excavation	C.Y.	100		\$
203.24	Common Borrow	C.Y.	30		\$
203.25	Granular Borrow	C.Y.	30		\$
206.0611	Structural Earth Excavation –	C.Y.	115		\$
	Drainage and Minor Structures				
206.07	Structural Rock Excavation –	C.Y.	22		\$
	Drainage and Minor Structures				
304.10	Aggregate Subbase Course -	C.Y.	105		\$
	Gravel				
411.12	Crushed Stone Surface	C.Y.	32		\$
502.111	Structural Concrete Footings	C.Y.	17		\$
502.2353	Structural Concrete, Deck	C.Y.	12		\$
	Topping				

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	Total of Al	I Unit Price Bid Items (BASE BID)		1 1	\$

- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period
 - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 Instructions to Bidders
 - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 Receipt of Addenda
 - A. Bidder hereby acknowledges receipt of the following Addenda posted on Engineer's website:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

- 6.01 Bidder's Representations
 - A. In submitting this Bid, Bidder represents the following:
 - 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

- 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
- 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- 6.02 Bidder's Certifications
 - A. The Bidder certifies the following:
 - 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 - 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 - 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 - 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

	(typed or printed name of organization)
By:	
	(individual's signature)
Name:	(typed or printed)
Title [.]	
-	(typed or printed)
Date:	
	(typed or printed)
If Bidder is a	a corporation, a partnership, or a joint venture, attach evidence of authority to sign.
Attest:	
	(individual's signature)
Name:	(typed or printed)
Title [.]	
	(typed or printed)
Date:	
	(typed or printed)
Address to	r giving notices:
-	
-	
Bidder's Co	ontact:
Name:	
-	(typed or printed)
Title:	
Dhainai	(typed or printed)
Phone:	
Email:	
Address:	
-	
-	
Bidder's Co	ontractor License No.: (if applicable)

SECTION 01300 - SUBMITTALS PART 1 - GENERAL

1.01 <u>DESCRIPTION</u>

- A. This Section generally describes the types of submittals required during construction; procedures for making submittals, the preparation of submittals and the times submittals are required.
- B. Additional submissions are required by the Instructions to Bidders and the General Conditions. Such submittals generally include such things as Bids and Bidding Documents, insurance policies, certifications of bond and insurance coverage, Applications for Payment, requests for Change Orders, guarantees, permits, certifications and documents required by Federal, State and Local authorities, submissions required by utility companies and other persons, firms or organizations and other such submittals.
- C. The requirements of this Section are general in nature and apply to all Sections of the Specifications. Additional submissions and more specific requirements on submissions are contained in the various Specification Sections. In each individual Section, no attempt was made to cover or repeat the submissions contained in this Section and, therefore, the total of all submissions required are the combinations of those described in this Section plus those specified in the various other Sections.

1.02 IDENTIFICATION OF SUBMITTALS

- A. Completely identify each submittal and resubmittal by showing at least the following information (attached form at the end of this section may be used):
 - 1. Name of Project.
 - 2. Name, address and telephone number of Contractor and Contractor's stamp of approval, indicating that the submission has been thoroughly checked by Contractor for conformance and fit.
 - 3. Name, address and telephone number of individual, firm or organization who will be doing the fabrication, supplying or manufacturing of equipment and materials and the name of the individual who may be contacted for further information.
 - 4. Drawing number and Specification Section number to which submittal applies.
 - 5. The location, service, equipment designation and other information to specifically indicate the item for which acceptance is requested.
 - 6. Whether it is an original submittal (first submission) or a resubmittal (second, third, etc., submission).

Submissions not containing the above will be returned to Contractor, unreviewed by Engineer.

1.03 COORDINATION OF SUBMITTALS

- A. Prior to submitting to Engineer, fully coordinate all interrelated work. As a minimum, do the following:
 - 1. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.
 - 2. Coordinate with all trades, subcontractors, other contractors, public agencies, and utility companies and secure all necessary approvals, in writing.
 - 3. Clearly indicate any deviations from the Contract Documents.
- B. Make submittals in groups containing all associated items, which in some way depend upon each other. This also applies to color charts, as one color may not be able to be selected without the selection of other colors so as to form a color coordinated group. Engineer may elect not to review partial, incomplete submissions, whereupon he will return the incomplete submission to the Contractor for a resubmission of a complete submittal.
- C. Electronic transmittal: Where possible, electronic submittal processes using pdf (portable document format) is preferred and requested. All submittals will be returned via electronic format unless hard copy transmittals are deemed necessary by the Contractor or Engineer.
 - 1. Submit final paper or mylar copy of accepted document, for record purposes, where required by the specifications.

1.04 <u>TIMING OF SUBMITTALS</u>

- A. Except where otherwise specifically noted, allow 15 days, after receipt by Engineer, for Engineer to review and process submittals. Make submittals far enough in advance of scheduled dates of installation to provide time for reviews, for securing necessary acceptance, for possible revisions and resubmittals, and for placing orders and securing delivery.
- B. Submissions may be returned unreviewed, rejected for several reasons, accepted conditioned upon submission of related items or for other reasons set forth in the Contract Documents.
- C. Make submissions well in advance as the returning or rejecting of submissions or other similar circumstances are possible and are deemed "avoidable delays" as defined in the General Conditions. Costs for these delays or those attributed to Contractor's tardiness in making submittals shall be borne by the Contractor.

1.05 DESTINATION OF SUBMITTALS

A. Unless otherwise specified, copies of <u>every</u> submission shall be sent to Engineer's office as follows:

DuBois & King, Inc. 15 Constitution Drive, Suite 1L Bedford, NH 03110 ATTN: Becky Gaudreau, PE Email: <u>BGaudreau@dubois-king.com</u>

Facsimile transmissions will not be accepted.

1.06 <u>CLARITY OF SUBMITTALS</u>

A. All printed materials shall be neat, clean, clear and legible, and of such quality that they can be easily reproduced by normal photocopying or blueprinting machines. Copies not conforming to this paragraph may be returned to Contractor, unreviewed.

1.07 CONTRACTOR'S APPROVAL STAMP

- A. The stamp shall have the following wording: "I hereby certify that I have carefully examined the enclosed submittal(s) and have determined and verified all field measurements, construction criteria, materials, catalog numbers and similar data, coordinated the submittal(s) with other submissions and the work of other trades and contractors, and that to the best of my knowledge and belief, the enclosed submittal(s) is/are in full compliance with the Contract requirements, except as follows (enter NONE if there are no exceptions):"
- B. Each copy of every submittal shall be stamped with the Contractor's approved stamp.

1.08 ENGINEER'S REVIEW

- A. Engineer will review and comment on each submission conforming to the requirements of this Section. Engineer's review will be only for conformance with the design concept of the Project and will be confined to general arrangement and compliance with the Contract Documents only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, or coordination of trades or contractors. The acceptance of a separate item does not represent acceptance of an assembly in which the item functions. Engineer's review and comments will in no way relieve Contractor of any of his responsibilities under the Contract.
- B. Submittals will be marked as follows:
 - 1. Accepted Submittal appears to conform to Contract Documents and Contractor may proceed with ordering and installation.

- 2. Accepted As Noted Same as "Accepted," except it is accepted on the basis that the modifications or notes added to the submittal by Engineer will be complied with by Contractor.
- 3. Rejected, Revise and Resubmit Submission is not acceptable and shall be revised and resubmitted by Contractor.
- 4. Rejected-Unacceptable Submission is unacceptable as it does not appear to conform to the Contract Documents. A completely new submission of other equipment or different materials is required.
- C. No payment will be made on any item for which a submission is required if such submission:
 - 1. has not been made,
 - 2. has been made but was not stamped "Accepted" by Engineer,
 - 3. has been made and stamped "Accepted As Noted," but Contractor has not complied with Engineer's notes marked on the submittal,
 - 4. has been made and stamped "Accepted," but item provided does not conform to the shop drawing nor to the Contract Documents.

1.09 <u>RESUBMISSIONS</u>

A. Prepare new and additional submissions, make required corrections, and resubmit corrected copies until accepted. On or with resubmittals, clearly describe revisions and changes made, other than the corrections requested by Engineer, which did not appear on the previous submissions.

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Engineer's acceptance of submittals shall not relieve Contractor of responsibility for any deviation from the requirements of the Contract Documents unless Contractor has informed Engineer, in writing, of such deviation at the time of submission and Engineer has given written acceptance to the specific deviation, nor shall Engineer's acceptance relieve Contractor from responsibility for errors or omissions in the submittals.
- B. No portion of the Work requiring a submission shall be commenced until the submission has been accepted by Engineer.

PART 2 - SUBMITTALS

2.01 <u>SCHEDULE OF VALUES</u>

- A. Within fifteen days after the signing of the Agreement, submit to Engineer two (2) copies of a schedule of values of the various portions of the Work, including quantities aggregating the total Contract Price, and supported by such data to substantiate its correctness as Engineer may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when accepted by Engineer, shall only be used as a basis for Contractor's Periodic Estimate. No payments will be made to Contractor until such Schedule has been submitted and accepted by Engineer.
- B. On "unit price" items, the schedule of values shall contain unit prices for various stages of work, such as restoration of surfaces broken down into paved, unpaved and other types of areas to be restored.
- C. On "per each" or "lump sum" items, break prices down sufficiently to provide a convenient and realistic means for determining the amount of work done during various stages of progress.
- D. Where prices are not broken down sufficiently to accurately determine the value of Work completed, Engineer will estimate the value of the Work completed and will deduct some amount so as to arrive at a conservative value which will allow Owner to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by Contractor, Contractor agrees to accept Engineer's determinations.

2.02 <u>CERTIFICATIONS</u>

A. Submit in triplicate certifications of compliance whenever required by the Specifications or Engineer. Certifications shall be complete and exact, they shall be properly authenticated by the written signature, in ink, of an owner, officer or duly authorized representative of the person, firm or organization issuing such certification, and they shall guarantee that the materials or equipment are in complete conformance with the requirements of these Specifications. Submit the "Certificate of Compliance" attached hereto, or a reasonable facsimile.

2.03 CONSTRUCTION SCHEDULE

- A. Within fifteen days after the signing of the Agreement, submit for Engineer's and Owner's information, a construction schedule showing, in detail, the proposed sequence of the Work and the estimated date of starting and completing each stage of the Work in order to complete the Project within the Contract Time. Prepare the schedule in a manner so that the actual progress of the Work can be recorded and compared with the expected progress. Coordinate the construction schedule with the proposed schedules of other contractors, if any, engaged in work at, or adjacent to, the Project site.
- B. Coordinate the Work and make every effort to maintain the construction schedule. In the event actual progress begins to lag the schedule, promptly employ additional means or methods of construction to make up the lost time.
- C. Notify Engineer in writing (1) 72 hours before commencing any work at the site, (2) 4 weeks before resuming work after a winter shutdown, and (3) at least 48 hours before resuming work in the case of a temporary suspension of work.
- D. Keep the construction schedule current and revise or confirm the schedule in accordance with General Conditions, Article 4.04. to accurately reflect the conditions of the Work, past progress, and anticipated future progress.
- E. Prepare and submit, with Construction Schedule, a separate schedule listing dates for submission and dates reviewed shop drawings, project data and samples will be needed for each product.

2.04 PRODUCT DATA

- A. Include manufacturer's product data showing full range of products, options, and finishes.
- B. Coordinate product data to other submittals as required.

2.05 <u>SHOP DRAWINGS</u>

A. Submit shop drawings for all fabricated work, for all manufactured items and for all other items specifically required by the Specifications. Submit each shop and layout drawing to Engineer in pdf format.

- B. After the submittal has been reviewed and annotated, Engineer will return the submittal to Contractor in pdf format.
- C. Submit each standard drawing, catalog cut, or other material for review. If a resubmission is not required, Engineer will return to Contractor to be distributed.
- D. Subcontractors must submit shop drawings directly to Contractor for checking. Thoroughly check subcontractors' shop drawings for measurements, sizes of members, details, materials, and conformance with the Contract Documents. Return submittals which are found to be inaccurate or in error. Do not submit to Engineer until corrections have been made.
- E. Clearly show the relation of the various parts, and, where the Work depends upon field measurements, make measurements and include them on the shop drawings before submitting to Engineer.
- F. Reference all submissions to clearly indicate the Specification Section, location, service and function of each particular item. Submissions for a single item or group of related items shall be complete. When submitting manufacturers' catalogs, pamphlets or other data sheets, in lieu of prepared shop drawings, specifically identify in ink the items for which acceptance is being sought.
- G. If the shop drawings contain any departures from the Contract requirements, specifically describe them in Contractor's letter of transmittal. Where such departures require revisions to layouts or structural changes to the Work as shown, Contractor shall, at his own expense, prepare and submit revised layout and structural drawings. Make drawings the same size as the Contract Drawings.

2.06 <u>SAMPLES</u>

- A. Where required, submit sample or test specimens of materials to be used or offered for use. Samples shall be representative, in all respects, of the material offered or intended, shall be supplied in such quantities and sizes as may be required for proper examination and tests, and shall be delivered to Engineer, prepaid, along with identification as to their sources and types or grades. Submit samples well in advance of anticipated use to permit the making of tests or examinations.
- B. Samples will be checked with reasonable promptness only for conformance with the design and for compliance with the information given in the Contract Documents.
- C. The Work shall be in accordance with the accepted sample. The use of materials or equipment for which samples are required to be submitted for acceptance is not permitted until such acceptance has been given by Engineer.

2.07 OPERATION AND MAINTENANCE DATA

A. Submit operation and maintenance data that is available for products and equipment incorporated into the work.

2.08 SPARE PARTS

A. For each item, provide a list of parts and supplies that are normally furnished at no extra cost or are specified to be furnished under this Contract, and a separate list of additional items which manufacturer recommends having "on hand" in order to insure efficient and proper operation for the first year of service.

2.09 INSTALLATION - APPLICATION INSTRUCTIONS

A. In addition to the installation instructions required, submit copies of all manufacturers' application instructions and turn over, to the Resident Project Representative, all printed instructions and labels, which are attached to or shipped with equipment and materials. These documents are, in many cases, valuable to Owner in his operation and maintenance program.

2.10 <u>COLORS - PATTERNS</u>

- A. Unless the precise color and pattern are specified, whenever a choice of color or pattern is available in a specified product, submit accurate color and pattern charts for Engineer's and Owner's review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities, and are identically suited for the installation, completely describe the relative costs and capabilities of each.

2.11 MANUFACTURER'S SERVICE STATIONS

A. The product of a manufacturer who does not maintain an adequate service station and a sufficient stock of spare parts in a reasonable vicinity of the Project, is subject to rejection by Engineer solely on that basis. With each submission, submit information on manufacturer's facilities and give complete details of their service policies and capabilities, and a general idea of the stock of spare parts available.

2.12 TEST RESULTS AND INSTALLATION

A. Whenever tests are required on materials and equipment, such tests shall be performed and two (2) copies of the test results submitted to Engineer. Do not deliver to the Project or incorporate into the Work any materials or equipment for which Engineer has not issued a written acceptance of the required tests and test results.

PART 3 - EXECUTION

3.01 <u>SUBMITTALS</u>

A. The Contractor shall provide to the Engineer product data, shop drawing, samples, Certificates of Compliance and other submittals to the Engineer as indicated in the submittal summary provided in this section. The summary provided is not all-inclusive and does not relieve the contractor from providing all submittals identified or call for elsewhere in the Contract Documents (plans and specifications).

B. Product Data

Submit the following product data:

Specification Section	<u>Item</u>
534.76	Precast Abutment (North and South)
534.7601	Precast Approach Slab (North and South)
534.7608	Precast Wingwall (North and South)
535.62	Prestressed Concrete Box Beam
620.58	Erosion Control Geotextile
656.63	Temporary Silt Fence

C. Shop Drawings

Submit shop drawings for the following:

534.76 Precast Abutment (North an	d South)
534.7601 Precast Approach Slab (Nort	h and South)
534.7608 Precast Wingwall (North and	d South)
535.62 Prestressed Concrete Box Be	eam

D. Samples

D-1. Submit the source of materials of the following for sampling and testing:

203.24Common Borrow203.25Granular Borrow304.10Aggregate Subbase Course - Gravel411.12Crushed Stone Surface	Specification Section	<u>Item</u>
	203.24 203.25 304.10 411.12	Common Borrow Granular Borrow Aggregate Subbase Course - Gravel Crushed Stone Surface

D-2. Submit samples of the following:

Specification Section	Item
508.13	Sheet Waterproofing Membrane

E. Design Data

Submit calculations/design mix data on the following:

Specification Section	<u>Item</u>
502.111	Structural Concrete Footings
502.2353	Structural Concrete, Deck Topping
534.76	Precast Abutment (North and South)
534.7601	Precast Approach Slab (North and South)
534.7608	Precast Wingwall (North and South)
535.62	Prestressed Concrete Box Beam
N/A	Erection Procedure

F. Test Reports

NOT USED

G. Certificates

Submit certificates of compliance on the following:

Specification Section	Item
534.76	Precast Abutment (North and South)
534.7601	Precast Approach Slab (North and South)
534.7608	Precast Wingwall (North and South)
535.62	Prestressed Concrete Box Beam

H. Manufacturers Instructions

Specification Section

534.76 534.7601 534.7608 535.62 Item

Item

Precast Abutment (North and South) Precast Approach Slab (North and South) Precast Wingwall (North and South) Prestressed Concrete Box Beam

I. Warranties

NOT USED

J. Schedules

Specification Section

NOT USED

K. Other Submittals

Specification Section 00610 & 00700:6.01 00615 & 00700:6.01 00700:2.05.A 00700:2.05.A.3 00700:2.05.A.2 01700:1.06 01720:1.02 00700:6.02.D & G 00700:6.02.D, 6.04

Item Performance Bond Payment Bond Progress Schedule Schedule of Value List of Submittals Closeout Procedures Record Documents Certificate of Insurance (Liability) Certificate of Insurance (Property/Builder's Risk) (CONTRACTORS NAME/LOGO)

(CONTRACTORS ADDRESS)

(CONTRACTORS PHONE #)

SUBMITTED FOR ACCEPTANCE

DATE: PROJECT:	[Date] [Name/Location]	ENGINEER: ENGINEER'S PRJ. NO.:	DuBois & King, Inc. [XXXXXX]
SUBMITTAL NO.: [XX] PRODUCT [.]	[Name of Submittal]	CONTRACT ITEM:	[Item/Spec. Number]
		DRAWING NO .:	[Drawing Number]
SUB/SUPPLIER:	[Sub/Supplier Name] [Sub/Supplier Address] [Sub/Supplier Phone #]	DESIGNATION:	[Designation of Use]

I hereby certify that I have carefully examined the enclosed submittal(s) and have determined and verified all field measurements, construction criteria, materials, catalog numbers and similar data, coordinated the submittal(s) with other submissions and the work of other trades and contractors, and that to the best of my knowledge and belief, the enclosed submittal(s) is/are in full compliance with the Contract requirements with:

□ No Exceptions

□ A complete list of deviations as follows:

SIGNED: _

END OF SECTION

STANDARD SPECIFICATIONS

The State of Maine, Department of Transportation (MaineDOT) Standard Specifications and Standard Details for Construction, approved and adopted in March 2020 (Standard Specifications), are made part of the Contract Documents and apply to this project.

The MaineDOT specifications are hereby amended as follows:

- 1. Delete Division 100-General Provisions in its entirety, <u>with the exception of</u>:
 - Section 101 Contract Interpretation
 - Sections 104 General Rights and Responsibilities (subsections 104.2.3 through 104.2.6, 104.3, and 104.5)
 - Sections 105 General Scope of Work (subsections 105.1, 105.3 through 105.5, and 105.7)
 - Section 106 Quality (subsections 106.1 through 106.3, and 106.8)
 - Section 108 Payment (subsections 108.1 through 108.2)
- 2. Substitute "DuBois & King, Inc." for "Inspector", "Engineer", "Department", "State", "Bridge Program", "Highway Program", or other State Department references throughout the specifications.
- 3. Include all corrections to the Standard Specifications listed on the current <u>SUPPLEMENTAL</u> <u>SPECIFICATIONS - (Corrections, Additions, & Revisions to Standard Specifications)</u>, as posted on the MaineDOT website at: <u>https://www.maine.gov/mdot/contractors/publications/standardspec/</u>.
- 4. The appropriate sections of the MaineDOT Standard Specifications, Division 200 to Division 700 inclusive, as referenced on the plan or in the specification, shall apply to this Project.

It is the contractor's responsibility to obtain copies of MaineDOT Standard Specifications and Standard Plans that are referenced. MaineDOT Standard Specifications and Standard Details for Construction may be purchased from MaineDOT, 24 Child Street, Augusta, ME 04330-0016, Phone No. (207) 624-3220. MaineDOT Standard Specifications and Standard Details can also be viewed and obtained on the MaineDOT website at:

- <u>https://www.maine.gov/mdot/contractors/publications/standardspec/</u>
- https://www.maine.gov/mdot/contractors/publications/standarddetail/

SUPPLEMENTAL SPECIFICATIONS

Include all Supplemental Specifications to the Standard Specifications listed on the current <u>SUPPLEMENTAL SPECIFICATIONS - (Corrections, Additions, & Revisions to Standard Specifications)</u>, that apply to this project, as posted on the MaineDOT website at:

<u>https://www.maine.gov/mdot/contractors/publications/standardspec/</u>

The following Supplemental Specifications, to be used in conjunction with the MaineDOT Standard Specifications, are provided herein and made a part of the Contract Documents and apply to this project.

Section Number Description

NONE

SPECIAL PROVISIONS

The following Special Provisions, to be used in conjunction with MaineDOT Standard Specifications, are provided herein and made a part of the Contract Documents and apply to this project.

Section Number	Item Number	Item Description
502	502.111	Structural Concrete Footings
502	502.2353	Structural Concrete, Deck Topping
526	526.75	Remove Concrete Barrier
534	534.76	Precast Abutment (North and South)
534	534.7601	Precast Approach Slab (North and South)
534	534.7608	Precast Wingwall (North and South)

SPECIAL PROVISION SUPPLEMENTAL TO SPECIFICATION SECTION 502 –STRUCTURAL CONCRETE

502.01 Description This work consists of furnishing and installing the cast-in-place concrete deck and subfooting. This special provision is intended to supplement the existing MaineDOT Standard Specification Section 502.

502.02 Classification The cast-in-place concrete deck shall be concrete class LP. The cast-in-place concrete subfooting shall be concrete class S.

502.15 Loading Structures and Opening to Traffic No substructure loads such as the precast abutments shall be placed upon the cast-in-place concrete subfooting (item 502.111, Structural Concrete Footings) until concrete has cured for a minimum of 12 hours. At this point the contractor may begin placing and backfilling substructure components including abutments, wingwalls, approach slabs and precast deck panels. A curing compound shall be applied to the subfooting directly after concrete surface has been finished and prior to the placement of precast elements or backfilling operations. The cast-in-place concrete deck may be poured once, and not prior to, the subfooting concrete reaches a compressive strength of .7*f'c or 2100 psi as proven by site cured concrete cylinder breaks.

No vehicular loads shall be placed upon the cast-in-place concrete deck (item 502.2353, Structural Concrete, Deck Topping) until the concrete has reached .7*f'c or 3500 psi as proven by site cured concrete cylinder breaks.

The cast-in-place concrete deck shall be kept wet with clean, fresh, water for a curing period of at least 7 days after concrete placing, regardless if the bridge is open to vehicular traffic. Concrete may be kept wet through the use of burlap sacks, soaker hoses or another method approved by the engineer.

SPECIAL PROVISION SUPPLEMENTAL TO SPECIFICATION SECTION 526 – CONCRETE BARRIER

<u>526.03 Construction Requirements</u> The Jersey Barriers present at the site shall not be damaged during culvert removal activities and be returned to the Town of Wells Department of Public Works at 585 N. Berwick Road, Wells, ME 04090.

SPECIAL PROVISION SUPPLEMENTAL TO SPECIFICATION SECTION 534 – PRECAST STRUCTURAL CONCRETE

534.01 Description This work consists of furnishing and installing the Precast Concrete Abutments, Wingwalls, Approach Slabs and Deck Panels. This special provision is intended to supplement the existing MaineDOT Standard Specification Section 534.

534.02 Materials All precast elements shall have a minimum compressive strength of 6,500 psi, and shall meet the material requirements of standard specification subsection 534.02.

534.04 Design Requirements All precast components shall be designed and stamped by a Professional Engineer licensed in the state of Maine. The contractor shall submit stamped designs, load rating and shop drawings of all precast components showing the locations of joints and method of connection to the engineer for approval. The precast elements shall at a minimum shall have the dimensions and reinforcement as indicated on the plans. The contractor is responsible for verifying that no conflicts arise from changes to the precast component geometries or reinforcement as shown on these plans.

The contractor shall submit a concrete mix design conforming to subsection 712.06 for approval by the engineer.

All connections shall be in accordance with the manufacturers recommendations, including seam connections, wingwall connections, and connections to supporting components.

Construction Requirements

<u>534.13 Concrete Placement</u> Placement of the precast components shall meet all requirements of specification subsection 534.13 and the fabricators recommendations.

Care shall be taken when placing backfill to protect membrane waterproofing from damage. Backfill activities shall be in conformance with section 206.03 and the fabricators recommendations.

534.19 Handling, Storage and Transportation Handling, storage and transportation of the precast components shall meet all requirements of specification subsection 534.19 and the fabricators recommendations.

Precast Structural Concrete components shall not be transported until the concrete has reached 80% of its required 28-day strength. The fabricator shall be responsible for designing all components for shipping, handling, and erection loads. All inserts, lifting devices, or recesses shall maintain a minimum of 1" cover to reinforcing steel, and shall be removed and/ or filled with concrete or approved grout upon installation.

534.21 Method of Measurement Precast Concrete Abutments, Wingwalls, Approach Slabs and Deck Panels will be measured per cubic yard, complete, in place and accepted.

<u>534.22 Basis of Payment</u> The accepted Precast Structural Concrete Abutments, Wingwalls, Approach Slabs and Deck Panels will be paid for at the respective contract per cubic yard price. The per cubic yard price shall include associated element and shall be full compensation for all labor, equipment, materials, professional services, and incidentals necessary for designing, manufacturing, furnishing and installing the precast concrete elements and accessories. Reinforcing steel, grouted splice couplers and grout fill for shear keys and grouted splice couplers will not be measured and paid for separately, but will be incidental to the appropriate precast pay item. Pay adjustments for quality level will not be made for precast concrete.

NOTICE TO BIDDERS LIMITED CONSTRUCTION DISINCENTIVE

<u>Description</u>. The intent is to complete all work requiring full road closure as rapidly as possible. To encourage the contractor to finish the identified work in the period defined below, a disincentive fee is applied to all identified work outside of this period.

<u>Dates.</u> The contractor shall have a period of 7 calendar days to complete all work requiring full road closure. This 7 day period is the disincentive period and shall herein defined as the Closure Period. Work requiring only single lane closure of Newhall Road may be completed outside of the Closure Period. The begin construction date shall be jointly agreed upon between the contractor and Wells Public Works Director. However, in no case shall the Closure Period begin before July 31, 2023, and it shall end no later than September 30, 2023.

The Contractor shall submit a letter to the Public Works Director and the Engineer for review and approval, specifying the Begin Construction Date for the Closure Period. This letter shall be received at a minimum of 14 Calendar Days prior to the Begin Construction Date specified in the letter.

During the Closure Period, the contractor will be allowed to work on the Project for 24 hours per day, 7 days per week, including holiday periods. Night work will be allowed during the Closure Period.

The Closure Period as established jointly between the contractor, engineer and the Public Works Director is a fixed period and will not be changed for any reason whatsoever unless done so with agreement from all parties listed above, and then only under extreme conditions as determined by, and at the sole discretion of the Public Works Director.

<u>Meetings.</u> There shall be a pre-Closure Period meeting held on site with the contractor's Superintendent, Contractors Project Manager, the Engineer, the Project Manager, the Public Works Director and Town of Wells Fire Department to discuss durations of work, types of night work, work sequencing etc. The contractor shall be responsible for setting this meeting up and making appropriate contracts. This meeting shall be held a minimum of 14 calendar days prior to the start of the Closure Period.

Identified Work. All work identified below shall be completed before the end of the closure period.

- 1. Removal and disposal of all existing bridge and roadway elements identified in the plans to be removed.
- 2. All excavation required to install all proposed precast elements.
- 3. Install the precast deck panels.
- 4. Pour the Cast in Place topping slab.
- 5. Backfill around abutments and install at a minimum, temporary bridge approaches to allow for vehicular passage.
- 6. Open, at a minimum, one lane for vehicular traffic.

Outside of the 7 Day Closure Period the contractor will be required to maintain a minimum of one-lane alternating traffic during and outside of construction hours. No night work will be allowed outside of the Closure Period.

All prefabricated concrete elements required to complete the identified work shall be on site prior to the start of the Closure Period.

The contractor is required to provide on-site parking and pedestrian access though the construction site after the 7-day closure window if the bridge cannot be opened to vehicular traffic. Construction disincentives shall still be assessed for every day outside of the closure window that the bridge does not have a minimum of 1 lane of vehicular traffic.

<u>Pay Schedule.</u> For each day after the end of the Closure Period that the Identified Work remains uncompleted, the Contractor will be assessed a disincentive at a rate of \$1,000.00 per day for the first 7 days following the end of the scheduled road closure. After this point the Contractor will be assessed a disincentive at a rate of \$10,000.00 per day until the road is opened to a minimum of a single lane of traffic. The full daily disincentive amount will be assessed for each day during which the Identified Work is not completed for any portion of the day. There shall be no maximum on the disincentive amount.

Public Works Director: Carol Murray Phone: 207-646-3014 Address: 585 N. Berwick Road, Wells, ME 04090