



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

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

August 20, 2007  
Subject: **Woodstock**  
Project No. N/A  
Pin No. 014278.00  
**Amendment No. 2**

Dear Sir/Ms:

Please make the following changes to the Bid Documents:

In the Bid Book, on the: "Notice to Contractors" page under: "Scope and Outline of Work" CHANGE the Pin number from 142786.00 to 14278.00. Make this change in pen and ink.

REMOVE the existing: "Schedule of Items" dated 070720 two pages total and REPLACE with the attached updated: "Schedule of Items" dated 070806 three pages total.

REMOVE the existing: "Contract Agreement, Offer & Award" two sets, eight pages total updated through amendment number one and REPLACE with the attached updated: "Contract Agreement, Offer & Award" two sets, eight pages total.

REMOVE the existing: "Site Plan" plan sheet, one page total (page 26 in the book) and REPLACE with the attached updated: "Site Plan" plan sheet, one page total.

REMOVE the Existing: "Special Provision, Section 107.1.1, Time, Contract Completion Date" dated 7-9-07 one page total (page 30 in the book) and REPLACE with the attached updated: "Special Provision, Section 107.1.1, Time, Contract Completion Date" dated August 6, 2007 one page total.



PRINTED ON RECYCLED PAPER

In: "Special Provision, Section 510, Special Detours" on page one of two (page 31 in the book) in the last paragraph that begins: "The access road may be closed..." CHANGE the paragraph to read: "The access road may be closed for a maximum of two consecutive days in order to construct the Special Detour. Another maximum two consecutive day closure may be used to remove the Special Detour. Make this change in pen and ink.

In "Section 3, Special Provision, Emergency Power Generator System" under sub-section: "3.3.1.6 Fuel Tank" (page 148 in the book) within the table, DELETE in its entirety the existing information under the "Fuel Tank" column and REPLACE with the following corrected information: "5 ea – 100 to 125 gallon tanks". Make this change in pen and ink.

In "Section 4, Special Provision, Communications Site Perimeter Fence and Helicopter Landing Zone" under sub-section: "6.1.4 Helicopter Landing Zone" (page 160 in the book) in the first paragraph that begins: "24 foot by 24 foot gravel pad..." CHANGE the paragraph to read: "24 foot by 40 foot gravel pad, minimum 6 inches in depth when compacted, with weed barrier will be installed. The gravel shall be Type A and conform to Standard Specification 703.06. The longest side (40 foot) of the gravel pad will be oriented approximately parallel to the Northwest property line, final positioning to be confirmed with the State prior to construction." Make this change in pen and ink.

In "Section 4, Special Provision, Communications Site Perimeter Fence and Helicopter Landing Zone" under sub-section: "6.1.4 Helicopter Landing Zone" (page 160 in the book) in the second paragraph that states: "45 foot radius from the center of gravel pad will be cleared of all obstacles." ADD the following statement: "All buildings, towers and fences must be beyond the 45 foot safety zone radius." Make this change in pen and ink.

In "Section 4, Special Provision, Communications Site Perimeter Fence and Helicopter Landing Zone" under sub-section: "6.1.4 Helicopter Landing Zone" (page 160 in the book) ADD a third paragraph that states: "Approach and departure must be clear to meet a departure of 6 to 1." Make this change in pen and ink.

REMOVE the existing page one hundred eighty-four showing: "6.1.7.9.1 Method of Measurement" and "6.1.7.9.2 Basis of Payment" dated 7-19-07 and REPLACE with the attached updated page one hundred eighty-four showing: "6.1.7.9.1 Method of Measurement" and "6.1.7.9.2 Basis of Payment" dated 08-07-07.

The following questions have been received.

**Question:** When does the MDOT expect to make award?

**Response:** See section: "103.4 Notice of Award" of the Standard Specifications Book.

**Question:** Will the ventilation system on the radio room side of the shelter be necessary since there will be air conditioning installed?

**Response:** It is necessary to have ventilation in the building. The intent is if the air conditioning fails or can not keep up with the load, then the fan would assist in the removal of heat.

Consider this information and changes prior to submitting your bid on August 22, 2007.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Bickford", followed by the letters "FOR" in a similar style.

Scott Bickford  
Contracts & Specifications Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 014278.00

PROJECT(S): 014278.00

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	510.10 SPECIAL DETOUR _____ ROADWAY WIDTH VEHICULAR & PEDESTRIAN TRAFFIC NOT SEPARATED 11 FOOT ROADWAY	LUMP	LUMP			
0020	643.97 RADIO COMMUNICATIONS TOWER - SELF-SUPPORTING - ERECTED	LUMP	LUMP			
0030	643.971 RADIO COMMUNICATIONS TOWER - FIELD INSPECTION & ACCEPTANCE	LUMP	LUMP			
0040	643.972 RADIO COMMUNICATIONS TOWER - INSPECTION & FINAL ACCEPTANCE	LUMP	LUMP			
0050	643.973 RADIO COMMUNICATIONS TOWER-INSPECTION & ACCEPTANCE TRAINING	LUMP	LUMP			
0060	643.98 EMERGENCY POWER GENERATOR SYSTEM - INSTALLED	LUMP	LUMP			
0070	643.981 EMERGENCY POWER GENERATOR -FIELD INSPECTION & ACCEPTANCE	LUMP	LUMP			
0080	643.982 EMERGENCY POWER GENERATOR - INSPECTION & ACCEPTANCE TESTING	LUMP	LUMP			

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 014278.00

PROJECT(S): 014278.00

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0090	643.983 EMERGENCY POWER GENERATOR - INSPECTION & FINAL ACCEPTANCE	LUMP	LUMP			
0100	643.99 COMMUNICATIONS EQUIPMENT SHELTER: MODULAR, PREFABRICATED, PRE-OUTFITTED	LUMP	LUMP			
0110	643.991 COMMUNICATIONS EQUIPMENT SHELTER - FIELD INSPECTION & ACCEPTANCE	LUMP	LUMP			
0120	643.992 COMMUNICATIONS EQUIPMENT SHELTER - INSPECTION & FINAL ACCEPTANCE	LUMP	LUMP			
0130	643.993 COMMUNICATIONS EQUIPMENT SHELTER - INSPECTION & ACCEPTANCE TRAINING	LUMP	LUMP			
0140	644.91 PERIMETER FENCE ACCEPTED	LUMP	LUMP			
0150	644.911 RADIO COMM. SITE EARTH, GROUND, LIGHTNING PROTECTION SYSTEM, INSTALLED	LUMP	LUMP			
0160	644.92 HELICOPTER LANDING ZONE, ACCEPTED	LUMP	LUMP			
0170	644.921 RADIO COMM. SITE EARTH, GROUND, & LIGHTNING PROTECTION SYSTEM, FIELD INSPECTED	LUMP	LUMP			

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 014278.00

PROJECT(S): 014278.00

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0180	644.93 RADIO COMM. SITE, EARTH, GROUND & LIGHTNING PROTECTION SYSTEM, FINAL ACCEPTANCE	LUMP	LUMP			
0190	656.75 TEMP SOIL EROS AND WATER POLL CONTROL	LUMP	LUMP			
0200	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **14278.00** for a **Radio Communication Tower** in the town of **Woodstock**, County of **Oxford**, 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 9, 2007**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_ Performance Bond and Payment Bond each being 50% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN. 14278.00 - Radio Communication Tower - in the town of Woodstock,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

\_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

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. **14278.00** for a **Radio Communication Tower** in the town of **Woodstock**, County of **Oxford**, 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 9, 2007**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

**C. Price.**

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$\_\_\_\_\_ Performance Bond and Payment Bond each being 50% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**PIN. 14278.00 - Radio Communication Tower - in the town of Woodstock,**

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

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

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

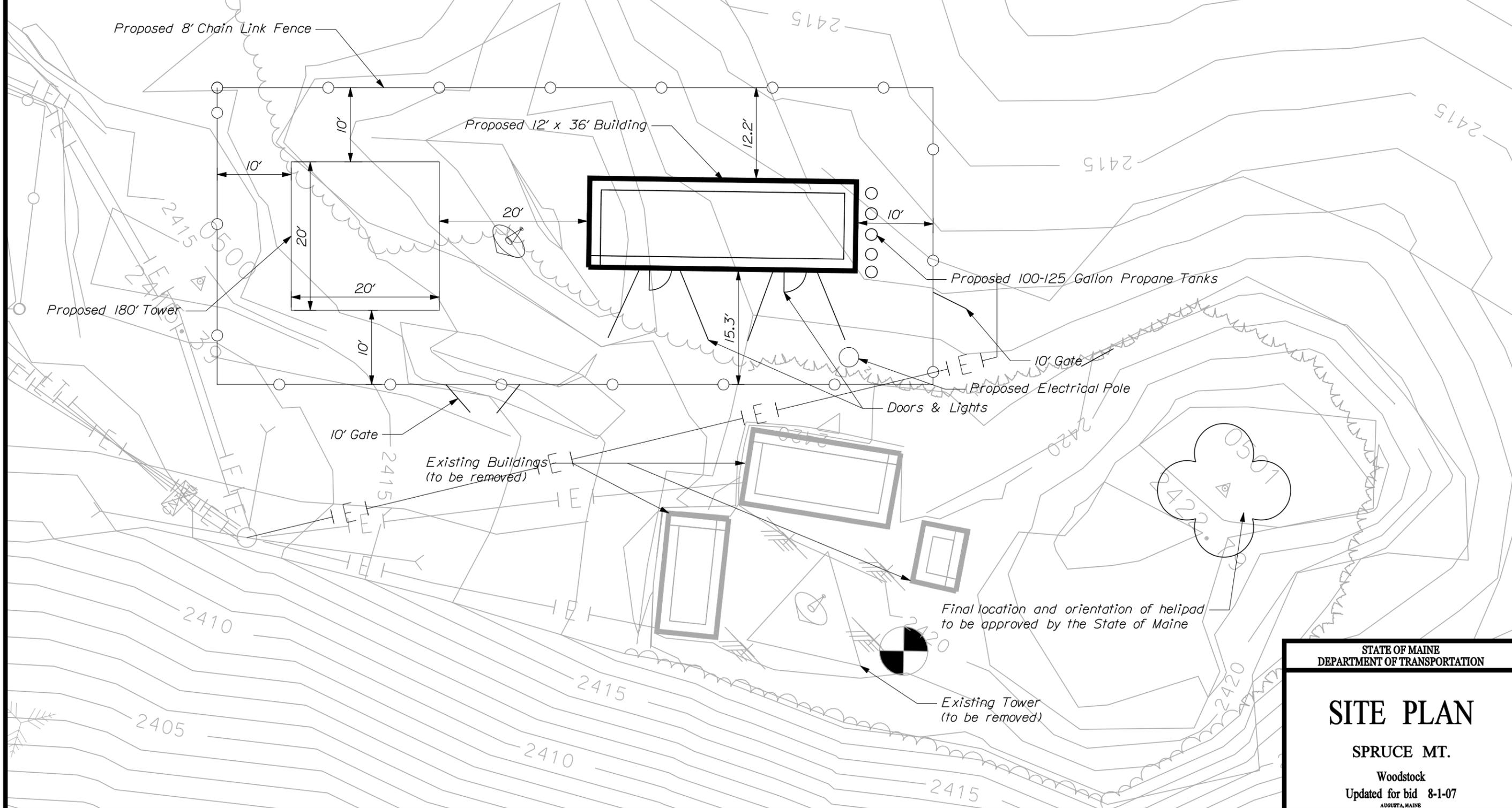
\_\_\_\_\_  
Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_  
Witness

State of Maine  
 Office of Information Technology  
 36 Anthony Ave.  
 Augusta, ME 04333

Signed: \_\_\_\_\_



Date: 8/20/2007

Username: stephen.bodge

Division: HIGHWAY

Filename: ... \00\HIGHWAY\MSTA\Site Plan.dgn

PROJECT DESIGN ENGINEER	BY	DATE
DESIGN-DETAILED	Designer	8/20/07
CHECKED	Checker	
REVISIONS		
FIELD CHANGES		
<b>PLANS</b>		

STATE OF MAINE  
 DEPARTMENT OF TRANSPORTATION

# SITE PLAN

SPRUCE MT.  
 Woodstock  
 Updated for bid 8-1-07  
 AUGUSTA, MAINE

**SPECIAL PROVISION**  
**SECTION 107.1.1**  
**TIME**  
Contract Completion Date

With the exception of the documentation, all contractor's physical work at the site shall be completed by November 9, 2007.

The specified contract completion date is November 9, 2007.

**6.1.7.9.1 Method of Measurement:**

The following items will be paid for by the lump sum

ITEM #	DESCRIPTION
644.911	Radio Comm. Site Earth Ground and Lightning Protection System, Installed
644.921	Radio Comm. Site Earth Ground and Lightning Protection System, Field Inspected
644.93	Radio Comm. Site Earth Ground and Lightning Protection System, Final Acceptance

**6.1.7.9.2 Basis of Payment:**

The accepted radio communications site earth ground and lightning protection system item will be paid for at the contract lump sum prices which will include payment for all respective items called for in the contract designed, delivered, stored, placed, constructed, installed, tested, inspected, accepted, documented, all clearing demolition, remediation, site work, materials, labor, equipment and incidentals required to complete

ITEM #	DESCRIPTION	UNIT
644.911	Radio Comm. Site Earth Ground and Lightning Protection System, Installed	LS
644.921	Radio Comm. Site Earth Ground and Lightning Protection System, Field Inspected	LS
644.93	Radio Comm. Site Earth Ground and Lightning Protection System, Final Acceptance	LS

**END OF SECTION**