

# Maine Turnpike Authority Administration Building

Portland, Maine  
MTA Contract No. 2007.07



SMRT Project No. 06016

**ISSUED FOR BIDDING/CONSTRUCTION**

**JULY 9, 2007**

**Volume 1**

Front End and Division 1 Specifications



ARCHITECTURE  
ENGINEERING  
PLANNING

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**Maine Turnpike Authority  
Contract 2007.07  
ADMINISTRATION BUILDING**

The Maine Turnpike Authority is pre-qualifying Building Contractors for the above noted project. A copy of the Notice to Building Contractors Request for Qualifications is attached. This completed questionnaire shall be returned to Susan Danforth, Purchasing Manager, Maine Turnpike Authority, 430 Riverside Street, Portland, Maine on or before Friday, June 1, 2007 before 2:00 p.m. prevailing time as determined by the Authority. Contractors shall submit one copy of the questionnaire along with the original executed signature page in a large envelope marked with the company's identification and the title "Maine Turnpike Contract 2007.07 Pre-Bid Qualifications". Faxed submissions will not be allowed. Use the organizational structure and order of this questionnaire to complete your application. **Provide comprehensive information for each item** and label each section clearly.

A questionnaire submitted late may be disqualified. An incomplete questionnaire, or one found to be materially misrepresented, may be the basis for disqualification.

**Pre-bid qualification procedure**

The Maine Turnpike Authority will review the submitted qualifications of building contractors and will publish a list of pre-bid qualified Building Contractors on or about June 19, 2007 on [www.maineturnpike.com](http://www.maineturnpike.com).

Bidding documents are expected to be available on or about July 10, 2007. Pre-bid qualifications are not required for Sub-contractors. Only General Contractors who meet the pre-bid qualification requirements, as determined by the Maine Turnpike Authority may submit a project bid to the Maine Turnpike Authority.

Contractors deemed not qualified have 5 business days following the Maine Turnpike posting of the pre-qualified contractor list on the above noted web page to appeal the determination. Appeals shall be in writing and shall be directed to Mr. Peter Merfeld, PE, Maine Turnpike Authority, Chief Operations Officer. The Contractor may receive the bid documents for the project during the period of the appeal with the understanding that any bid will be rejected if the appeal is denied.

The appeal must be reviewed, and a final determination made within 5 days of the Contractor's written notice of appeal, unless extended by the Chief Operations Officer. The decision of the Chief Operations Officer is final and binding.

# MAINE TURNPIKE CONTRACTOR PRE-BID QUALIFICATION QUESTIONNAIRE

## Information about your organization

- A. Name, address, phone, fax, and e-mail contact information for your organization.
- B. Span of years your organization has been in business as a General Contractor, i.e., 1995-present
- C. Number of years your organization has been in business under its present name.
1. If applicable, indicate other or former names under which your organization has operated, along with the associated years.
- D. If your organization is a corporation, answer the following:
1. Date of incorporation.
  2. State in which incorporated.
  3. President's name.
  4. Vice-president's name(s).
  5. Secretary's name.
  6. Treasurer's name.
- E. If your organization is a partnership, answer the following:
1. Date of organization.
  2. Type of partnership.
  3. Name(s) of general partners.
- F. If your organization is individually owned, answer the following:
1. Date of organization.
  2. Name of owner.
- G. If the form of your organization is other than those listed above, describe it fully and name the principal.
- H. Indicate whether your organization has a written safety program. If "yes," provide information regarding:
1. Month and year first implemented.
  2. Method of review of program.
- I. For the period of the last five years, has your organization been disqualified from bidding on any State of Maine Bureau of General Services, Maine Turnpike, or Maine Department of Transportation project?

## 1. Project Schedule

- A. List the projects that your organization, as the Contractor, *did not complete* on or before the scheduled completion date, during the period of the last five years. List for *each* project:
1. Project name and owner.
  2. Location of project.
  3. Type of project.
  4. Dollar value of project.
  5. Start date of project.



## MAINE TURNPIKE CONTRACTOR PRE-BID QUALIFICATION QUESTIONNAIRE

6. Original contract completion date.
7. Revised contract completion date per change order.
8. Substantial Completion date.
9. Name of Contractor's superintendent only if still employed by Contractor.
10. Names and telephone numbers of owner and owner's representative.
11. Name(s) and contact information for architect or engineer.
12. Narrative explaining in detail, the nature of the circumstances.
13. Narrative explaining in detail the hardship created for the owner as a result of late completion date.
14. Indication of whether liquidated damages, or other damages, were assessed and details related to the matter.

- B. List the projects that your organization, as the Contractor, *completed* on or before the scheduled completion date, during the period of the last five years. List for *each* project:
1. Project name and owner.
  2. Location of project.
  3. Type of project.
  4. Dollar value of project.
  5. Start date of project.
  6. Original contract completion date.
  7. Final completion date.
  8. Name of Contractor's superintendent only if still employed by Contractor.
  9. Names and telephone numbers of owner and owner's representative.
  10. Name and contact information for architect or engineer

### 2. Scope of Work Completion

- A. Of the projects listed under 1. A above, that your organization, as the Contractor, *did not complete* on or before the scheduled completion date, list those where the Owner, a bonding company or another contractor became involved to complete any portion of the project. In addition to the information provided above, provide:
1. Narrative showing the chronology of events leading to involvement by another party.
  2. Summary of your position on the matter.
- B. Of the projects listed under 1. A above, that your organization, as the Contractor, *did not complete* on or before the scheduled completion date, list those where the contract has been terminated or suspended for cause, or considered in default. In addition to the information provided above, provide:
1. Narrative explaining reasons for termination, suspension or default.
  2. Summary of your position on the matter.
- C. Indicate whether your organization, during the period of the last five years, has participated in any form of mediation, arbitration, litigation, dispute resolution, or informal negotiated settlements exceeding \$10,000, related to any aspect of your work. Provide a narrative describing each incident, including the type of proceeding, the issues, and the outcome.

## MAINE TURNPIKE CONTRACTOR PRE-BID QUALIFICATION QUESTIONNAIRE

### 3. Resources

- A. For your organization's bonding agency, provide:
1. Name, address and telephone number.
  2. Name of contact person.
  3. Contractor's bondable limits, per project and aggregate.
  4. Dollar value of current unfinished work.
  5. Bonding agency's statement of opinion of contractor's financial ability to complete the proposed project, with single project and aggregate limits.
- B. For your organization's bonding underwriter company, provide:
1. Name, address and telephone number.
  2. Name of contact person.
- C. Regarding personnel proposed to be assigned to the project, provide:
1. The total number of Project Managers and Superintendents employed by the Contractor, along with their years of experience with firm and total. (not obligated to provide actual names)
  2. Name and resume of the proposed superintendents from groundbreaking to the completion of the project, specifically noting experience on projects of similar type, size, and schedule, including experience with LEED certified projects.
  3. Name and resume of proposed project manager, specifically noting experience on projects of similar type, size, and schedule, including experience with LEED certified projects.
- D. Of the projects listed under 1. B above, that your organization, as the Contractor, *completed* on or before the scheduled completion date, provide, in addition to the information provided above:
1. Percentage of the cost of the work performed with your own forces.
  2. Whether or not the project was LEED certified.
- E. Indicate if this will be a joint venture with another organization. If "yes," provide separate questionnaires for each member of the joint venture.
- F. List the major construction projects your organization has in progress, giving the following information:
1. Name of project and owner
  2. Contract amount
  3. Percent complete
  4. Scheduled completion date
- G. Provide a summary of your General Contractor experience in the past 8 years with similar projects, particularly in reference to project type, size, and schedule. A similar project is defined as a building project that involved construction of similar buildings with an overall construction budget of at least \$8,000,000. A similar project may also be LEED certified. Identify all projects where the work was LEED certified, the LEED certification level awarded, and provide a brief summary of work performed by the Contractor pertaining to the certification. If projects noted vary from the type, size, and schedule of proposed project, please indicate why you believe they are relevant to this proposed project, i.e., system complexity, multiple building finishes, etc.

Include your organization's project manager and superintendent for each project if still employed by Contractor.

## MAINE TURNPIKE CONTRACTOR PRE-BID QUALIFICATION QUESTIONNAIRE

- H. Identify all projects in which quality of construction issues have been raised against your firm or subcontracting firms during the past five years, which at minimum would include:
- 1) The alleged premature failure of major building systems or components. Include in your response the name of the project and the date(s) of the issue or claim. Provide a narrative describing each incident, including the type of proceeding, the issues, and the outcome.
  - 2) Improper installation or material installation not in conformance with the contract documents. Include in your response the name of the project and the date(s) of the issue or claim. Provide a narrative describing each incident, including the type of proceeding, the issues, and the outcome.
- I. Indicate whether your organization, during the period of the last five years, has sought protection under the bankruptcy laws. If so, provide detailed information regarding the matter.  
*This information is confidential and not subject to disclosure under Title 1 M.R.S.A., chapter 13, subchapter I, Freedom of Access.*
- J. Identify any damage claims made against your organization which are still outstanding or were made in the last 5 years, including any litigation or arbitration proceedings which are still pending. For each one provide information regarding:
1. Amount of the claim.
  2. Nature of the dispute underlying the claim.
  3. Status of the claim, litigation or arbitration.
  4. Name, address and telephone number of the adverse party.
  5. Summary of your position on the matter.
- This information is confidential and not subject to disclosure under Title 1 M.R.S.A., chapter 13, subchapter I, Freedom of Access.*

### 4. Misconduct

- A. Indicate whether your organization, or any of its officers, owners or key personnel, during the period of the last five years, has been convicted of, or plead or consented to a violation of a bid crime, including bid collusion or any other crime involving fraud or knowing misrepresentation. If none, indicate "none." If so, provide detailed information for each occurrence regarding:
1. Description of the violation.
  2. Date and jurisdiction where the judgment of conviction was entered.
  3. Summary of your position on the matter.
- B. Indicate whether your organization, during the period of the last five years, has been disbarred from bidding, or has agreed to refrain from bidding on a contract. If none, indicate "none." If so, provide detailed information for each occurrence regarding:
1. Date and description of project.
  2. Summary of your position on the matter.
- C. List all citations or other notices of violation issued to your organization, during the period of the last five years, for labor law violations. If none, indicate "none." If applicable, provide detailed information for each occurrence regarding:
1. Nature of the violation for which your organization was cited.
  2. Summary of your position on the matter.
  3. Official resolution of violation.

## MAINE TURNPIKE CONTRACTOR PRE-BID QUALIFICATION QUESTIONNAIRE

- D. Indicate whether your organization, or any of its' officers, owners or key personnel, during the period of the last five years, has been found to be in violation of any federal, state or local environmental law or regulation in which the authority ruled that the violator intentionally or knowingly committed the violation, or failed to comply after having been notified of the violation. If none, indicate "none." If so, provide detailed information for each occurrence regarding:
1. Nature of the violation for which your organization was cited.
  2. Summary of your position on the matter.
  3. Official resolution of violation.
- E. Indicate whether your organization, or any of its' officers, owners or key personnel, during the period of the last five years, has been convicted of any other civil or criminal violations relating to construction projects not addressed above. If none, indicate "none." If so, provide detailed information for each occurrence regarding:
1. Description of the violation.
  2. Date and jurisdiction where the judgment of conviction was entered.
  3. Summary of your position on the matter.

### 5. Safety Record

- A. Indicate whether your organization has a safety program. If "yes," provide information regarding:
1. Month and year first implemented.
  2. Method of review of program.
  3. Whether regular work site safety meetings are held and how frequently.
- B. List all citations issued to your organization, during the period of the last five years, for workplace safety law violations. If none, indicate "none." If applicable, provide detailed information for each occurrence regarding:
1. Nature of the violation for which your organization was cited.
  2. Summary of your position on the matter.
  3. Official resolution of violation.
- C. Provide your organization's OSHA reportable incident rate. If this is greater than 3.0, please provide your OSHA Form 300A Summaries for the last 3 years and a written explanation.
- D. Provide a copy of your organization's NCCI current experience modification (EMR) rating worksheet. If the rating is greater than 1.0, please attach the NCCI rating information for the last 3 years and a written explanation. As a follow up, you may be asked to provide your written safety plan.
- E. Does the Contractor have a written drug testing policy approved by the Maine Department of Labor under Title 26 M.R.S.A., Chapter 7, Subchapter III-A, "Substance Abuse Testing?"  
Yes \_\_\_\_\_ No \_\_\_\_\_  
If Yes, please attach a copy of this policy.

MAINE TURNPIKE CONTRACTOR PRE-BID QUALIFICATION QUESTIONNAIRE

**Signature**

A. The undersigned hereby certifies that the information provided in the attached questionnaire is true and sufficiently complete so as not to be misleading.

B. Dated this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_

Name of organization: \_\_\_\_\_

By: \_\_\_\_\_

Name and title: \_\_\_\_\_

C. Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ of the year \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

# MAINE TURNPIKE CONTRACTOR PRE-BID QUALIFICATION QUESTIONNAIRE

## Maine Turnpike pre-bid qualifications

The Maine Turnpike Authority may disqualify a bidder for any of the following:

**1. Untimely completion.** If, in the opinion of the Authority, there is evidence the contractor has not completed in a timely manner a prior construction project or projects and the resulting noncompletion clearly reflects disregard for the completion date and has created a hardship for the owner;

**2. Incomplete work.** If, in the opinion of the authority, there is evidence the contractor has a history of inability to complete similar work;

**3. Insufficient resources.** If, in the opinion of the authority, there is evidence the contractor does not have sufficient resources to successfully complete the work. The authority may require additional information about the contractor's resources, including identification of major claims or litigation pending and whether the contractor has sought protection under the bankruptcy laws in the past 5 years. That information is confidential and not subject to disclosure under Title 1, chapter 13, subchapter 1. In evaluating the resources of a contractor, the authority may consider the contractor's prior experience, including any significant disparity between the size and type of prior projects and the project or projects under consideration;

**4. Misconduct.** If the contractor has been convicted of collusion or fraud or any other civil or criminal violation relating to construction projects;

**5. Safety record.** If, in the opinion of the authority, there is evidence of a history of inadequate safety performance and lack of formal safety procedures;

**6. Material misrepresentation.** If, in the opinion of the authority, there is evidence of a material misrepresentation on the contractor's prebid qualification statement; or

**7. Termination, suspension, defaults.** If, in the opinion of the authority, there is evidence that the contractor through its own fault has been terminated, has been suspended for cause, has been debarred from bidding, has agreed to refrain from bidding as part of a settlement or has defaulted on a contract or had a contract completed by another party.

**8. Experience.** If, in the opinion of the Authority the contractor does not have the experience in similar size and material projects to successfully complete the work.

**9. Other.** If, in the reasonable opinion of the Authority, the contractor's qualification or past history represent an unacceptable risk that the project will not be completed successfully, in a timely manner, and to the quality standards that the Authority expects.

If a contractor is disqualified for any of the reasons stated in subsection 1, 2, 4, 5, 6, 7, 8 or 9 the authority may disallow the contractor from bidding on any similar Maine Turnpike project for a period not to exceed one year.

# MAINE TURNPIKE CONTRACTOR PRE-BID QUALIFICATION QUESTIONNAIRE

## NOTICE TO BUILDING CONTRACTORS

### REQUEST FOR QUALIFICATIONS

#### MAINE TURNPIKE AUTHORITY CONTRACT 2007.07 ADMINISTRATION BUILDING

The Maine Turnpike Authority is pre-qualifying Building Contractors for the above noted project. Request for Prequalification questionnaires should be directed to Susan Danforth, Purchasing Manager, Maine Turnpike Authority, 430 Riverside Street, Portland, Maine, 04103 -([SDanforth@maineturnpike.com](mailto:SDanforth@maineturnpike.com)). An electronic copy of the prequalification questionnaire will be made available to building contractors who provide a valid e-mail address. Prequalification questionnaires will not be distributed in response to requests received by telephone. Contractors shall not contact any other Authority staff or Consultants.

This completed questionnaire shall be returned to Susan Danforth, Purchasing Manager, Maine Turnpike Authority, 430 Riverside Street, Portland, Maine on or before Friday, May 29, 2007 before 2:00 p.m. prevailing time as determined by the Authority. Contractors shall submit one copy of the questionnaire along with the original executed signature page in a large envelope marked with the company's identification and the title "Maine Turnpike Contract 2007.07 Pre-Bid Qualifications". Faxed submissions will not be allowed. An incomplete questionnaire, or one found to be submitted late or materially misrepresented, may be the basis for disqualification.

The Maine Turnpike Authority will review the submitted qualifications of building contractors and will publish a list of qualified Building Contractors on or about June 19, 2007. Bidding documents are expected to be available on or about July 10, 2007. Pre-bid qualifications are not required for Sub-contractors. Only General Contractors who meet the pre-bid qualification requirements, as determined by the Maine Turnpike Authority may submit a project bid to the Maine Turnpike Authority.

Briefly, and without force and effect, the Work consists of constructing a new, approximately 55,000 sq.ft., three story, LEED Certified administrative office building, associated site development and support structures on a site owned by the Turnpike Authority and located at the intersection of the Airport Connector Road and Congress Street in the City of Portland. The work includes earthwork, including rock removal; storm drainage; paving; planting; cast-in-place concrete foundations and slabs-on-grade; insulated cold formed metal stud with gypsum sheathing, brick and stone masonry veneer, and composite wall panel exterior wall system; insulated flexible membrane roof system with limited areas of metal roofing system, skylights and other roof accessories; firestopping; applied fireproofing; both wood and hollow metal doors and frames; overhead coiling doors; non-structural metal framing and gypsum partition systems; acoustic ceiling systems; floor, wall and ceiling finishes; signage; fire suppression systems; hydraulic elevators; mechanical systems; electrical systems; and all other work incidental thereto in accordance with the Plans and Specifications.

The Authority reserves the unqualified right to disqualify any or all Contractors and to prequalify Contractors which in its sole judgment will under all circumstances serves its best interest.

Very truly yours,

Maine Turnpike Authority

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Susan Danforth  
Purchasing Manager

**NOTICE TO PREQUALIFIED BUILDING CONTRACTORS**  
THE FOLLOWING GENERAL CONTRACTORS  
HAVE BEEN PREQUALIFIED TO SUBMIT PROPOSALS:

1. Consigli Construction Co., Inc., 84 Middle Street, Portland, ME 04101; Tel. (207) 773-3000; Fax (207) 773-2800
2. Eckman Construction Co., Inc., 84 Palomino Lane, Bedford, NH 03110; Tel. (603) 623-1713; Fax (603) 623-9750
3. Ganneston Construction Corp., 3025 North Belfast Avenue, Augusta, ME 04332; Tel. (207) 621-8505; Fax (207) 621-8508
4. H.E. Callahan Construction Co., 2664 Turner Road, Auburn, ME 04212; Tel. (207) 784-6921; Fax (207) 784-0769
5. Langford & Low, Inc., 248 Warren Avenue, Portland, ME 04104; Tel. (207) 797-5141; Fax (207) 797-0919
6. Ledgewood Construction Co., 27 Main Street, South Portland, ME 04106; Tel. (207) 767-1866; Fax (207) 767-1869
7. The Sheridan Corporation, 739 Warren Avenue, Portland, ME 04103; Tel. (207) 774-6138, Fax (207) 774-2885
8. Wright-Ryan Construction Inc., 10 Danforth Street, Portland, ME 04101; Tel. (207) 773-3625; Fax (207) 773-5173

Sealed Proposals, in envelopes plainly marked, Bid For:

Contract 2007.07  
Maine Turnpike Authority  
Administration Building  
Portland, Maine

Addressed to:

Ms Susan Danforth  
Purchasing Department  
Maine Turnpike Authority

will be opened and read aloud in the Authority Room at Maine Turnpike Authority offices located at 430 Riverside Street, Portland, Maine, at 1:00 p.m. prevailing time as determined by the Authority on Tuesday, August 14, 2007.

Work consists of construction of a three-story, 55,000 s.f. +/- office building and associated site development.

The Work includes earthwork including rock removal, site utilities, paving, site improvements, lawns and landscaping, concrete foundations, brick and stone masonry, structural steel framing, metal wall framing, miscellaneous carpentry, architectural woodwork, flat and sloped roofing, joint sealants, aluminum windows and storefront, hollow metal doors and frames, wood doors, hardware, glazing, gypsum wall assemblies including shaftwall, tile and dimension stone flooring, carpeting, acoustical ceilings, painting, toilet partitions and accessories, lockers, operatble partitions, wire mesh partitions, fire extinguishers, exterior grilles and screens, residential appliances, projection screens, window treatments, metal building systems, fire suppression systems, hydraulic elevators, mechanical systems and plumbing, and electrical systems.



General Contract Bids must be accompanied by a satisfactory Bid Bond payable to the Owner in the amount of 5% of the Bid. The Owner reserves the right to waive all formalities, and reject any and all Bids or to accept any Bid which, in its sole judgment will under all circumstances serve its best interest. Bids shall be submitted upon the Form provided by the Architect.

The Selected General Contractor will be required to furnish a 100% Contract Performance Bond and a 100% Contract Payment Bond to cover the execution of the Work, which Bonds shall be in conformity with the Form of Bonds contained in Part B of the specifications for the Contract and shall be for 100% of the Contract Amount.

**Bid Documents will be available on or about noon (12:00) on Monday, July 16, 2007.**

1. All General Contractors must obtain a minimum of one full set of documents, both plans and specifications, directly from the Maine Turnpike Authority for the sum of \$175.00 each. Additional full sets of plans and specifications may also be purchased directly from the Turnpike Authority.

Other contractors and suppliers who are not General Contractors but who wish to receive addenda may also purchase full sets of plans and specifications through the Turnpike Authority for the sum of \$175.00 per set. Neither the purchase price nor any part thereof will be refunded.

All contractors/suppliers will be held totally responsible for the entire content of the full set of plans and specifications, including all addenda.

2. Bid Documents may be examined at the following places:

- \*Associated Constructors of Maine, 188 Whitten Road, Augusta, ME
- \*Associated General Contractors of NH, 48 Grandview Road, Bow, NH 03304
- \*Construction Summary of Maine, Inc., 734 Chestnut Street, Manchester, NH 03104
- \*Dodge Reports, 227 Gorham Road, Scarborough, ME 04074
- \*Dodge Reports, 74 Gilman Road, P.O. Box 1383, Bangor, ME 04402
- \*Dunlap Construction Service Bureau, 31 Court Street, Auburn, ME and 260 Harlow Street, Bangor, ME
- \*FMC/Works in Progress, 75 Bishop Street, Portland, ME 04103.
- \*Maine Turnpike Authority, 430 Riverside Street, Portland, ME 04103
- \*New England Construction News, 100 Radnor Road, Suite 102,, State College, PA 16801

3. Direct all requests for plans and specifications to:

Susan Danforth at the Maine Turnpike Authority, 430 Riverside Street, Portland, ME 04103  
Telephone 207-871-7771 ext. 105  
Monday through Friday 7:30 a.m. to 4:00 p.m.

4. Geotechnical Data

A. Description:

1. A copy of the subsurface conditions report based on test borings is available for review at the plan rooms listed above, and a copy may be purchased at Contractor's cost from the Maine Turnpike Authority in Portland, Maine.

B. Use of Data:

1. This data was obtained for the Architect's use in design and is not a part of the Contract Documents. The report is made available for Bidder's information, but is not a warranty of subsurface conditions and does not relieve the Bidder from doing his own investigation to determine the accuracy of the information.
2. Neither the Architect nor the Owner can guarantee the continuity of subsurface conditions between test locations, nor the accuracy of the report.
3. It is expressly understood that neither the Architect nor the Owner will be responsible for any deduction, interpretation, or conclusion made by the Contractor.
4. No claim for extra cost or extension of time resulting from the Contractor's deductions or interpretation of soil test information shall be allowed.

**NOTICE TO PRE-QUALIFIED BUILDING CONTRACTORS:**

This project is subject to a wage determination developed by the State of Maine Department of Labor. Reference Determination Nos.: B2-071-2007 and H1-059-2007, dated June 25, 2007, copies of which are included in the Project Documents.



# Instructions to Bidders

## AIA Document A701 - Electronic Format

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# INSTRUCTIONS TO BIDDERS

## ARTICLE 1 DEFINITIONS

1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of

the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

2.1.2 The Bidder has read and understands the Bidding Documents or contract documents, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

## ARTICLE 3 BIDDING DOCUMENTS

### 3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

3.1.2 Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

3.1.3 Bidders shall use complete sets of Bidding

Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 In making copies of the Bidding Documents available on the above terms, the Owner and the Architect do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

### 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### 3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

### 3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the issuing office to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### 4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted on forms identical to the form included with the Bidding Documents.

4.1.2 All blanks on the bid form shall be filled in by typewriter or manually in ink.

4.1.3 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without

forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

**4.1.7** Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

## **4.2 BID SECURITY**

**4.2.1** If so stipulated in the Advertisement or Invitation to Bid, or supplementary instructions to bidders, each Bid shall be accompanied by a bid security in the form and amount required, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Subparagraph 6.2.1.

**4.2.2** If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

**4.2.3** The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

## **4.3 SUBMISSION OF BIDS**

**4.3.1** All copies of the Bid, the bid security, if any, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the

sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

**4.3.2** Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

**4.3.3** The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

**4.3.4** Oral, telephonic or telegraphic Bids are invalid and will not receive consideration.

## **4.4 MODIFICATION OR WITHDRAWAL OF BID**

**4.4.1** A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

**4.4.2** Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram; if by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

**4.4.3** Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

**4.4.4** Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **5.1 OPENING OF BIDS**

**5.1.1** Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders. When it has been stated that Bids will be opened privately, an abstract of the same information may, at the discretion of the Owner, be made available to the Bidders within a reasonable

time.

## 5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.

## 5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### 6.2 OWNER'S FINANCIAL CAPABILITY

6.2.1 The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### 6.3 SUBMITTALS

6.3.1 The Bidder shall, as soon as practicable after notification of selection for the award of a Contract, furnish

to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.3.3 Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### 7.1 BOND REQUIREMENTS

7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids

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and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

## 7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Subparagraph 7.2.1.

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

7.2.3 The bonds shall be dated on or after the date of the Contract.

7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

## ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

### 8.1 FORM TO BE USED

8.1.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.





SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

SUPPLEMENTAL CONDITIONS TO INSTRUCTIONS TO BIDDERS, AIA DOCUMENT A701

The following supplements modify, delete and/or add to the Instructions to Bidders. Where any article, paragraph or subparagraph in the Instructions to Bidders is supplemented by one of the following paragraphs, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph, or subparagraph in the Instructions to Bidders is amended, voided or superseded by any of the following, the provision of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

MODIFICATION TO VARIOUS ARTICLES

ARTICLE 3 BIDDING DOCUMENTS

Paragraph 3.1.1: Delete in its entirety, and replace with the following:

Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement for the purchase price stated therein.

Paragraph 3.2.2: Add the following after the last sentence:

Requests for clarification or interpretation of the Bidding Documents shall be prepared on the form provided by the Architect, a copy of which is located at the end of this Section.

Paragraph 3.3.2: Delete in its entirety, and replace with the following:

The Bidder shall base its Bid on the product(s) specified in the Bidding Documents. No substitution will be considered prior to receipt of Bids, unless the Architect is notified a minimum of 7 days prior to the date for receipt of Bids that the specified product is not available.

Paragraph 3.3.3: Delete in its entirety.

Paragraph 3.3.4: Add the following after the last sentence:

Reference Section 01600, Product Requirements.

Paragraph 3.4.3: Change "4 days" to "3 days"

ARTICLE 6

Paragraph 6.2: Delete in its entirety, including subparagraph 6.2.1.

ARTICLE 10

BID QUESTIONS AND CLARIFICATION/INTERPRETATION REQUESTS:

All telephone calls and correspondence in connection with this Project will be addressed to the office of the Architect. All questions must be submitted by letter or fax on the approved Bid Question/

Clarification/Interpretation Request Form (attached at the end of this section). Forms should be sent to the attention of Cathy Streifel, SMRT, 144 Fore Street, P.O. Box 618, Portland, ME 04104. TEL 207-772-3846, FAX 207 772-1070. All questions must state the Project Name and A/E Project No. 06016.

END OF SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

GENERAL CONTRACTOR BID FORM

Maine Turnpike Authority Administration Building  
Portland, Maine

To: Ms Susan Danforth  
Purchasing Manager  
Maine Turnpike Authority  
430 Riverside Street  
Portland, Maine 04103

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. The undersigned BIDDER agrees, if this Bid is accepted, to enter into an agreement with the Owner, in the form included in the Bidding Documents, to perform and furnish the Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.

- 2. In submitting the Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - . This Bid will remain subject to acceptance for 60 days after the Bid opening:
  - . This Bid is accompanied by a Bid Bond, submitted on the form provided by the Architect payable to the Owner in the amount of 5% of the Bid.
  - . The Owner has the right to reject this Bid:
  - . BIDDER will sign and submit the Agreement with other documents required by the Bidding Requirements, including 100% Contract Payment and Performance Bonds, within 15 days after the date of Notice of Award:
  - . BIDDER has examined copies of all the Bidding Documents:
  - . BIDDER has visited the site and become familiar with the general, local and site conditions:
  - . BIDDER is familiar with federal, state and local laws and regulations:
  - . BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, specifications and drawings identified in the Bidding Documents and additional examination, investigations, explorations, tests, studies and data with the Bidding Documents:
  - . BIDDER has received the following Addenda receipt of which is hereby acknowledged:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

3. BIDDER will complete the Work in accordance with the Contract Documents for the following Lump Sum price:

\_\_\_\_\_ (\$ \_\_\_\_\_)

4. Unit Prices: The undersigned agrees to perform additional work as ordered or to allow for work ordered omitted in accordance with the following Unit Prices. Unit Prices will be applied to the net change in final quantities of work involved. The deduct price will be the same as the add.

- |     |  |          |
|-----|--|----------|
| 1.  | Excavation and backfill with excavated material -<br>per cubic yard (in place) - open.   | \$ _____ |
| 2.  | Excavation of material and removal from site -<br>per cubic yard - open.                 | \$ _____ |
| 3.  | Excavation and backfill with excavated material -<br>per cubic yard (in place) - trench. | \$ _____ |
| 4.  | Excavation of material and removal from site -<br>per cubic yard - trench.               | \$ _____ |
| 5.  | Rock excavation, including removal from site -<br>per cubic yard - open.                 | \$ _____ |
| 6.  | Rock excavation, including removal from site -<br>per cubic yard - trench.               | \$ _____ |
| 7.  | Granular borrow -<br>in place per cubic yard.  | \$ _____ |
| 8.  | Structural fill -<br>in place per cubic yard.  | \$ _____ |
| 9.  | Gravel base, Type A, in place - per cubic yard.  | \$ _____ |
| 10. | Gravel subbase, Type D, in place - per cubic yard.                                       | \$ _____ |
| 11. | Bituminous pavement – 9.5 mm HMA, compacted<br>in place - per 1" thick sq. yd.           | \$ _____ |
| 12. | Bituminous pavement – 12.5 mm HMA, compacted<br>in place – per 1" thick sq. yd.          | \$ _____ |

- 13. Bituminous pavement - 19 mm HMA, compacted in place - per 1" thick sq. yd. \$ \_\_\_\_\_
- 14. Type 1 vertical granite curb - in place per linear foot. \$ \_\_\_\_\_
- 15. 3000 PSI concrete (including forms and stripping) - per cubic yard. \$ \_\_\_\_\_
- 16. Reinforcing - in place - per pound. \$ \_\_\_\_\_

5. The undersigned agrees to substantially complete the project on October 31, 2008, or within the equivalent number of calendar days if the start of the project work is delayed by the Owner beyond the start date, and fully and finally complete the project on November 22, 2008. It is agreed that time is of the essence of this contract and that I/we will, in the event of my/our failure to complete the Work on the date identified above, pay to Maine Turnpike Authority liquidated damages in the amount or amounts stated in the General and Supplemental Conditions of the Contract.

6. For the purpose of establishing the construction interval, the anticipated project start date is September 6, 2007.

This Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

The Owner reserves the right to reject this bid in the event that any items of the Bid Form are not complete.

Date \_\_\_\_\_ By: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ \_\_\_\_\_ ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
(Principal) (Seal)  
\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness) { \_\_\_\_\_  
(Surety) (Seal)  
\_\_\_\_\_  
(Title)