



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

December 13, 2010
Subject: **Ellsworth**
Federal Project No: STP-9636(00)X
State Pin No: 009636.00
Amendment No. 2

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 4 thru 11), **REMOVE** the "SCHEDULE OF ITEMS", 8 pages dated 101108 and **REPLACE** with the attached new "SCHEDULE OF ITEMS", 8 pages dated 101213.

In the Bid Book (pages 12 thru 19), **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD", 8 pages and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD", 8 pages reflecting the new completion date.

In the Bid Book (page 46), "SPECIAL PROVISION, SECTION 105, GENERAL SCOPE OF WORK, (Reserve Limits)", **ADD** the following after the last sentence in pen and ink;

"It is anticipated that Mr. Barry will be removing the stone wall and some or all of the material directly behind the wall. The Contractor will be expected to re-establish the disturbed area associated with the removal of the wall to the established lines and grades as shown on the plans and as directed by the Engineer. The Contractor is alerted that existing ground will differ from what is shown on the existing plans and common excavation quantities will be adjusted accordingly."

In the Bid Book (page 53), Special Provision, Section 107, (TIME), **CHANGE** the last sentence to read as follows; "3 The Completion date for this project is **SEPTEMBER 9TH** 2011." Make this change in pen and ink.

In the Bid Book, after page 114, **ADD** the attached "APPENDIX A, EARTH QUANTITIES SUMMARY", 5 pages.

In the Plans, SHEET NUMBER 9 OF 54, **ADD** the following note in pen and ink;



PRINTED ON RECYCLED PAPER

“WALL DETAILS THE BLOCKS USED IN THE RETAINING WALL SYSTEM SHALL HAVE A “COBBLESTONE” FACE PATTERN OR EQUAL AS APPROVED BY THE RESIDENT.”

The following questions have been received:

Question: Bid item 635.31 is the typical designation for Redi-Rock product. Special Provision 635.02 appears to include Stone Strong as an approved product. Please confirm that Stone Strong is an approved product for this project.

Response: Only blocks meeting the requirements of Special Provision Section 635, Bid Item 635.31 Prefab Concrete Block Gravity Wall as specified in the contract will be allowed on this project. Stone Strong is not considered a concrete block gravity wall by Maine DOT. The Special Provision and bid item used for the Stone Strong wall system is not included in this contract.

Question: Will the Contractor be allowed to use railroad equipped equipment on the existing rails?

Response: Railroad equipped equipment will not be allowed. Railroad operations and maintenance take priority over all project construction activities and the contractor shall take measures to preserve the integrity of the existing rail, bed and corridor. Damage to the existing rail, bed and / or corridor resulting from Contractor’s means, methods, and materials shall be repaired in a manner approved by the Engineer. The Contractor shall not be entitled to any additional time or compensation due to any required repairs or coordination.

Question: Is Stone Strong an approved product for the gravity wall?

Response: See response to question 1.

Question: All concrete pipe suppliers contacted to date have said the 72” flanged ends are not available. Will there be an option to use bevel cut end instead?

Response: Please refer to MaineDOT’s list of product vendors found at <http://www.maine.gov/mdot/vendors/documents/pdf/CulvertSuppliers.pdf> Hanson Pipe & Precast, Wauregan, CT (860-564-9000) for pipe end sections available for diameters up to 72”.

Question: Will the CAD file be released prior to award?

Response: Please refer to attached Appendix A Earth Quantities Summary, for information derived directly from the CAD plan files.

Question: The Downeast Scenic Railroad schedule, other than the occasional work crews, is for weekends only. The specifications call for a rail road flagger and 10 days advanced notification whenever work is being performed within 6' of the rail. It appears that almost all work to be completed under the contract will fall under the 6' rule. No trains will be running during normal Contractor work hours (Monday thru Friday); will these railroad specifications need to apply to this contract?

Response: Yes.

Question: Will the Contractor be permitted to utilize the existing track bed for access during the winter months?

Response: No. Also, see response to question #2

Question: The 72" RCP culvert at station 21+07 is specified to have concrete flared end sections. These end sections are not manufactured by any concrete pipe suppliers in the New England and New Brunswick regions. Can the Department provide contact information for a supplier of 72" concrete pipe that manufactures such an end section for 72" RCP? Would the Department entertain substituting a rip-rap apron for this flared end section?

Response: See response to question #4.

Question: The contract completion date is August 26, 2011. Where the in stream window for the 72" RCP culvert work at station 21+07 is July 15 to Oct. 1, will the Department allow the Contractor to perform this work outside of this window to allow access to this section of work?

Response: No.

Question: Can the Department provide a geotechnical report for the project?

Response: The geotechnical report has been posted to the website.

Question: Item 841.49 – Bollards 0 Collapsible, are these to be painted and if so, what color will be required?

Response: Bollards shall be painted in accordance with the manufacturer's specifications.

Question: Special Provision 603 states that "Pipe Culverts 72" and 36" in size shall have joints compatible for the installation of pipe ties". The contract does not have a bid item for 36" RCP. Will the Department add a bid item for 36" RCP, or is it the intent of the Department to utilize RCP for bid item 603.219 36 Inch Culvert Pipe Option III?

Response: If concrete is used for the 36" OPT III, then the joints shall be compatible for the installation of pipe ties. If concrete is not used for the 36" OPT III, then the joints shall be fastened in accordance with the requirements of each material in order to prevent separation at the joint.

Question: Special Provision 603 states that the 72" and 36" pipe culverts shall have joints compatible for the installation of pipe ties. Is it the intent of this wording to place pipe ties at every joint, or just on the end pieces as typically done?

Response: Pipe ties shall be placed at every joint on the 72" pipe and 36" pipe installation.

Question: Special Provision 403, Complementary Note 18 provides for acceptance or rejection of HMA based upon a visual basis. Can the Department provide criteria for determining acceptance based upon visual inspection? Is the Department the "Agency" that is administering the contract as stated in the Complementary Note?

Response: In lieu of conventional MaineDOT testing methods, the accepting Agency will use mixture temperature and visual cues as to the acceptability of the materials produced, placed, and finished under this special provision. Mixtures delivered to the project will be inspected for compliance to the contract. Mixtures will be inspected for compliance to the acceptable temperatures outlined in the Special Provision. Delivery slips will be collected, and materials visually inspected for proper mixture grading, asphalt coating, contaminates, or other mixture properties that may affect placement or finishing.

Informational samples may be taken by the Agency for verification of material properties.

Placement activities will be monitored and any visual deficiencies such as segregation, cracking, or surface deviations caused by displacement of the mixture may be cause for rejection by the Accepting agency.

Yes, the Department is the administering agency.

Question: Would the Department entertain installation of fence posts by conventional "driving" versus cast in place concrete?

Response: No

Consider these changes and information prior to submitting your bid on December 15, 2010.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is written in a cursive style with a large initial "S".

Scott Bickford
Contracts & Specifications Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009636.00

PROJECT(S): STP-9636(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	201.11 CLEARING	2.000 AC				
0020	202.12 REMOVING EXISTING STRUCTURAL CONCRETE	15.000 CY				
0030	203.20 COMMON EXCAVATION	6290.000 CY				
0040	203.21 ROCK EXCAVATION	410.000 CY				
0050	203.24 COMMON BORROW	100.000 CY				
0060	203.25 GRANULAR BORROW	140.000 CY				
0070	203.34 CRUSHED STONE FILL	100.000 T				
0080	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	190.000 CY				
0090	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	2550.000 CY				
0100	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	6.000 T				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009636.00

PROJECT(S): STP-9636(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	2.000 T				
0120	403.210 HOT MIX ASPHALT 9.5 MM	830.000 T				
0130	403.213 HOT MIX ASPHALT 12.5 MM BASE	4.000 T				
0140	511.07 COFFERDAM: DOWNSTREAM	LUMP	LUMP			
0150	511.07 COFFERDAM: UPSTREAM	LUMP	LUMP			
0160	603.05 6 INCH PVC PIPE	15.000 LF				
0170	603.1553 12 INCH REINFORCED CONCRETE PIPE CLASS V	100.000 LF				
0180	603.157 12 INCH PVC PIPE	25.000 LF				
0190	603.159 12 INCH CULVERT PIPE OPTION III	88.000 LF				
0200	603.161 15 INCH CORRUGATED METAL PIPE	10.000 LF				
0210	603.1653 15 INCH REINFORCED CONCRETE PIPE CLASS V	24.000 LF				

SCHEDULE OF ITEMS

REVISED:

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	603.169 15 INCH CULVERT PIPE OPTION III	16.000 LF				
0230	603.179 18 INCH CULVERT PIPE OPTION III	292.000 LF				
0240	603.219 36 INCH CULVERT PIPE OPTION III	52.000 LF				
0250	603.411 24 INCH REINFORCED CONCRETE PIPE CLASS V	40.000 LF				
0260	603.491 72 INCH REINFORCED CONCRETE PIPE, CLASS V	55.000 LF				
0270	604.11 CATCH BASIN TYPE C1	2.000 EA				
0280	604.14 30 INCH CATCH BASIN TYPE E	3.000 EA				
0290	604.15 MANHOLE	1.000 EA				
0300	604.16 ALTERING CATCH BASIN TO MANHOLES	1.000 EA				
0310	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	1.000 EA				
0320	604.244 CATCH BASIN TYPE F4	3.000 EA				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	604.30 SPECIAL CATCH BASIN OUTLET CONTROL STRUCTURE	1.000 EA				
0340	605.095 6 INCH UNDERDRAIN TYPE B - PIPE ONLY	2330.000 LF				
0350	605.11 12 INCH UNDERDRAIN TYPE C	245.000 LF				
0360	605.12 15 INCH UNDERDRAIN TYPE C	130.000 LF				
0370	605.183 STONE DRAIN - TYPE B	685.000 T				
0380	607.163 CHAIN LINK FENCE - 4 FOOT P.V.C. COATED	820.000 LF				
0390	607.173 CHAIN LINK FENCE - 6 FOOT PVC COATED	6120.000 LF				
0400	607.35 BRACING ASSEMBLY CHAIN LINK FENCE PVC COATED	42.000 EA				
0410	608.26 CURB RAMP DETECTABLE WARNING FIELD	190.000 SF				
0420	609.237 TERMINAL CURB TYPE 1 - 7 FOOT	1.000 EA				
0430	609.38 RESET CURB TYPE 1	7.000 LF				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	610.08 PLAIN RIPRAP	300.000 CY				
0450	610.18 STONE DITCH PROTECTION	36.000 CY				
0460	613.319 EROSION CONTROL BLANKET	1970.000 SY				
0470	615.07 LOAM	570.000 CY				
0480	618.13 SEEDING METHOD NUMBER 1	6.000 UN				
0490	618.1411 SEEDING METHOD NUMBER 3 - PLAN QUANTITY	88.000 UN				
0500	619.12 MULCH	94.000 UN				
0510	619.1401 EROSION CONTROL MIX	175.000 CY				
0520	620.54 STABILIZATION GEOTEXTILE	88.000 SY				
0530	620.56 DRAINAGE GEOTEXTILE	3150.000 SY				
0540	620.58 EROSION CONTROL GEOTEXTILE	600.000 SY				

SCHEDULE OF ITEMS

REVISED:

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0550	627.18 12 " SOLID WHITE PAVEMENT MARKING	560.000 LF				
0560	627.407 REFLECTORIZED PLASTIC WHITE OR YELLOW PAVEMENT MARKING	1000.000 SF				
0570	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	840.000 LF				
0580	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR				
0590	631.132 SMALL BULLDOZER (INCLUDING OPERATOR)	20.000 HR				
0600	631.171 TRUCK - SMALL (INCLUDING OPERATOR)	20.000 HR				
0610	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	20.000 HR				
0620	631.22 FRONT END LOADER (INCLUDING OPERATOR)	20.000 HR				
0630	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	20.000 HR				
0640	635.31 PREFAB CONCRETE BLOCK GRAVITY WALL	960.000 SF				
0650	639.19 FIELD OFFICE TYPE B	1.000 EA				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0660	645.116 REINSTALL REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGN	2.000 EA				
0670	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	230.000 SF				
0680	648.312 BALLAST	36.000 T				
0690	648.56 REMOVE AND RESET RAILROAD TRACK IN-PLACE	600.000 LF				
0700	652.31 TYPE I BARRICADE	10.000 EA				
0710	652.312 TYPE III BARRICADE	10.000 EA				
0720	652.33 DRUM	10.000 EA				
0730	652.35 CONSTRUCTION SIGNS	125.000 SF				
0740	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	125.000 CD				
0750	652.38 FLAGGER	160.000 HR				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 009636.00

PROJECT(S): STP-9636(00)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0760	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0770	659.10 MOBILIZATION	LUMP	LUMP			
0780	841.49 BOLLARDS - COLLAPSIBLE	EA 41.000				
	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 Capitol 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. **9636.00** for a **Bicycle and Pedestrian Trail** in the city of **Ellsworth**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 9, 2011**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

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

\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

PIN. 9636.00 - Bicycle and Pedestrian Trail - in the city of Ellsworth.

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 with their bid.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David 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 Capitol 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. **9636.00** for a **Bicycle and Pedestrian Trail** in the city of **Ellsworth**, County of **Hancock**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 9, 2011**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

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

\$ _____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

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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. 9636.00 - Bicycle and Pedestrian Trail - in the city of Ellsworth.

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 with their bid.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

APPENDIX A

EARTH QUANTITIES SUMMARY

STATION	<u>EARTH</u> <u>CUT</u>	<u>AVE</u>	<u>DIST</u>	<u>VOL</u>	<u>ROCK</u> <u>CUT</u>	<u>AVE</u>	<u>DIST</u>	<u>VOL</u>	<u>FILL</u>	<u>AVE</u>	<u>DIST</u>	<u>VOL</u>
20+14	1.2				0.0				17.2			
		0.6	100	60		0.0	100	0		75.5	100	7545
21+14	0.0				0.0				133.7			
		5.0	100	500		0.0	100	0		88.7	100	8865
22+14	10.0				0.0				43.6			
		13.5	100	1350		0.0	100	0		43.3	100	4325
23+14	17.0				0.0				42.9			
		12.1	100	1210		0.0	100	0		31.0	100	3095
24+14	7.2				0.0				19.0			
		14.7	100	1465		0.0	100	0		15.4	100	1540
25+14	22.1				0.0				11.8			
		22.4	100	2235		0.0	100	0		6.2	100	615
26+14	22.6				0.0				0.5			
		21.1	100	2105		1.8	100	175		4.6	100	460
27+14	19.5				3.5				8.7			
		10.4	100	1040		1.8	100	175		25.6	100	2560
28+14	1.3				0.0				42.5			
		1.4	101	136.35		0.0	100	0		24.2	100	2420
29+15	1.4				0.0				5.9			
		20.1	100	2010		0.4	100	40		4.5	100	445
30+15	38.8				0.8				3.0			
		23.2	101	2338.15		0.4	100	40		4.1	100	410
31+16	7.5				0.0				5.2			
		12.1	100	1205		0.0	100	0		4.4	100	440
32+16	16.6				0.0				3.6			
		37.4	101	3777.4		0.0	100	0		1.8	100	180
33+17	58.2				0.0				0.0			
		53.2	101	5368.15		0.0	100	0		0.0	100	0
34+18	48.1				0.0				0.0			
		24.1	98	2356.9		0.0	4	0		0.0	4	0
35+16	0.0				0.0				0.0			
			32									
35+48	0.0				0.0				0.0			
		6.8	71	482.8		0.0	100	0		0.9	100	85
36+19	13.6				0.0				1.7			
		18.3	100	1825		0.0	100	0		0.9	100	85
37+19	22.9				0.0				0.0			
		12.6	100	1260		0.0	100	0		2.8	100	275
38+19	2.3				0.0				5.5			
		1.2	100	115		0.0	100	0		12.5	100	1245
39+19	0.0				0.0				19.4			
		0.4	100	40		0.0	100	0		26.7	100	2665
40+19	0.8				0.0				33.9			
		7.9	100	785		0.0	100	0		38.4	100	3840
41+19	14.9				0.0				42.9			
		9.4	100	940		0.0	100	0		32.1	100	3205
42+19	3.9				0.0				21.2			
		36.7	100	3670		0.0	100	0		10.6	100	1060
43+19	69.5				0.0				0.0			

