



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE

04333-0016

JOHN ELIAS BALDACCI  
GOVERNOR

August 8, 2008  
Subject: **Gardiner, Litchfield,  
Monmouth, West Gardiner**  
Federal Project No: STP-1275(400)X  
State Project No. 012754.00, 012671.01,  
015830.00, 015831.00  
**Amendment No. 3**

DAVID A. COLE  
COMMISSIONER

Dear Sir/Ms:

Please make the following change to the Bid Document:

In the Bid Book (page 1), "NOTICE TO CONTRACTORS";

In the first sentence, **DELETE** the City of Gardiner, and Towns of Litchfield, West Gardiner. The Town of Monmouth shall remain.

**DELETE** in its entirety, the paragraph following "Description:" and **REPLACE** with the following; "**Description: State Project Pin 012671.01**".

**DELETE** in its entirety the paragraph labeled "Location:" and **REPLACE** with the following; "**Location: In Kennebec County the project is located in Monmouth, beginning 0.10 miles easterly of the Wales town line and extending easterly 0.75 mile to 0.50 mile easterly of Country Lane.**"

**CHANGE** the bid bond amount from \$65,000 to **\$40,000**.  
Make the above changes in pen and ink.

In the Bid Book (pages 3 through 12), **REMOVE** the "SCHEDULE OF ITEMS" (10 pages, dated 080714) and **REPLACE** with the attached, new "SCHEDULE OF ITEMS" (7 pages dated 080808).

In the Bid Book (pages 13 through 20), **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies, and **REPLACE** with the attached, new "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies.

In the Bid Book, **DELETE** all pages referencing Litchfield (PIN 012754.00), Gardiner (PIN 015830.00), and Litchfield/West Gardiner (PIN 015831.00). This deletion includes all associated Special Provisions unless Monmouth (PIN 012671.01) is also referenced. Make this change in pen and ink.



PRINTED ON RECYCLED PAPER

In the Bid Book, (pages 58 through 60), **DELETE** in its entirety, “General Decision Number: ME080009 06/06/2008 ME9”.

In the Bid Book, after page 90, **INSERT** the attached “SPECIAL PROVISION, SECTION 108, PRICE ADJUSTMENT FOR HOT MIX ASPHALT, (Asphalt Escalator), 1 page dated August 8, 2008..

In the Bid Book (pages 128 – 131), **REMOVE** “SPECIAL PROVISION, SECTION 403, HOT MIX ASPHALT OVERLAY”, Alternate 1 for Monmouth (pages 128 & 129, dated July 14, 2008) **AND** Alternate 2 for Monmouth (pages 130 & 131, dated July 14, 2008). **REPLACE** with the attached new “SPECIAL PROVISION, SECTION 403, HOT MIX ASPHALT OVERLAY” Alternate 1 for Monmouth (2 pages, dated August 8, 2008) **AND** Alternate 2 for Monmouth (2 pages, dated August 8, 2008).

In the Plans, Plan Sheet 4 of 56, ESTIMATED QUANTITIES, **DELETE**, in its entirety ITEM NO 603.211. In its place, **ADD** ITEM NO “603.219”, QUANTITY “58” and UNIT “LF”. Make this change in pen and ink.

In the Plans, Plan Sheet 5 of 56, Under “STATION”, “ROADWAY CULVERTS” (left side of sheet), **DELETE**, in its entirety, STA. 436+25 RT and all its associated notes and information. Make this change in pen and ink.

In the Plans, Plan Sheet 5 of 56, “DRIVEWAY CULVERTS”, under “REMARKS”, **DELETE** the remark associated with STA 436+25 RT (“REPLACE EXISTING”) and **REPLACE** with the following remark, “OUTLET FROM C.B. #2 AND CONNECT TO U.D.”. Make this change in pen and ink.

In the Plans, Plan Sheet 5 of 56, STATION, ROADWAY CULVERTS, STA. 450+54, under the “CMP” column **DELETE** “36” under SIZE and “58” under LENGTH. Under “OPTION III” – “CORRUGATED” (same row), **ADD** under SIZE, “36” and under LENGTH, “58”. Under REMARKS (same row), **ADD** the following to the existing note “PIPE MUST BE CORRUGATED”. Make this change in pen and ink.

In the Plans, Plan Sheet 6 of 56, in the diagram on the top of the sheet, **DELETE** the note under Sta. 436+25 RT +/- that reads “18” X 40’ OPT. III” and **REPLACE** it with “18” X 40’ OPT. I”. Make this change in pen and ink.

In the Plans, Plan Sheet 8 of 56, in the diagram on the top of the sheet, **DELETE** the note next to Sta. 450+54 RT +/- that reads “36” X 58’ CMP” and **REPLACE** with the following “36” X 58’ OPT. III.”. Make this change in pen and ink.

In the Plans (last 4 sheets), **DELETE** Plan Sheets 1 of 4 through 4 of 4 for the town of Litchfield. Make this change in pen and ink.

The following questions have been received:

**Question:** Special Provision, Section 403, Section for the Alternate 1 and 2 for Monmouth refers to note 7, there is no complimentary note to accompany this, what should the note be?

**Response:** Please refer to the changes made in this amendment.

**Question:** Will fuel escalation be considered for this project?

**Response:** Yes, please see the attached Special Provision.

**Question:** Is there an equation to relate stations cited in Special Provision, Section 203, Contaminated Soil, to the stations on the plans?

**Response:** Please refer to Amendment #1

Consider these changes and information prior to submitting your bid on **August 13, 2008.**

Sincerely,

A handwritten signature in black ink, appearing to read "S. Bickford". The signature is stylized and cursive.

Scott Bickford  
Contracts & Specifications Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012671.01

PROJECT(S): 012671.01

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	1.500 AC				
0020	201.23 REMOVING SINGLE TREE TOP ONLY	6.000 EA				
0030	201.24 REMOVING STUMP	7.000 EA				
0050	202.203 PAVEMENT BUTT JOINTS	750.000 SY				
0060	203.20 COMMON EXCAVATION	4863.000 CY				
0070	203.2312 HEALTH AND SAFETY PLAN	LUMP	LUMP			
0080	203.2333 DISPOSAL OF SPECIAL EXCAVATION	50.000 T				
0100	205.41 RECONSTRUCTION OF EXISTING SHOULDER PLAN QUANTITY	746.000 SY				
0120	211.30 DITCH EXCAVATION	258.000 LF				
0130	304.09 AGGREGATE BASE COURSE - CRUSHED	5193.000 CY				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012671.01

PROJECT(S): 012671.01

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0140	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	1806.000 CY				
0150	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	1350.000 T				
0160	403.209 HOT MIX ASPHALT 9.5 MM HMA (SIDEWALKS, DRIVES, INCIDENTALS)	150.000 T				
0180	403.211 HOT MIX ASPHALT (SHIMMING)	100.000 T				
0200	403.213 HOT MIX ASPHALT 12.5 MM HMA BASE	1715.000 T				
0210	409.15 BITUMINOUS TACK COAT - APPLIED	650.000 G				
0220	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	20.000 CY				
0240	603.17 18 INCH CULVERT PIPE OPTION I	334.000 LF				
0250	603.179 18 INCH CULVERT PIPE OPTION III	130.000 LF				
0260	603.19 24 INCH CULVERT PIPE OPTION I	42.000 LF				
0270	603.199 24 INCH CULVERT PIPE OPTION III	388.000 LF				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012671.01

PROJECT(S): 012671.01

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0280	603.209 30 INCH CULVERT PIPE OPTION III	124.000 LF				
0290	603.219 36 INCH CULVERT PIPE OPTION III	58.000 LF				
0300	604.092 CATCH BASIN TYPE B1-C	3.000 EA				
0320	604.244 CATCH BASIN TYPE F4	1.000 EA				
0330	605.09 6 INCH UNDERDRAIN TYPE B	694.000 LF				
0340	605.13 18 INCH UNDERDRAIN TYPE C	400.000 LF				
0360	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	287.500 LF				
0400	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	4.000 EA				
0410	606.356 UNDERDRAIN DELINEATOR POST	5.000 EA				
0420	606.47 SINGLE WOOD POST	10.000 EA				
0430	606.79 GUARDRAIL 350 FLARED TERMINAL	2.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012671.01

PROJECT(S): 012671.01

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0450	609.31 CURB TYPE 3	927.000 LF				
0460	610.08 PLAIN RIPRAP	48.000 CY				
0470	610.18 STONE DITCH PROTECTION	34.000 CY				
0480	613.319 EROSION CONTROL BLANKET	1680.000 SY				
0490	615.07 LOAM	180.000 CY				
0500	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	10.000 UN				
0510	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	275.000 UN				
0520	619.1201 MULCH - PLAN QUANTITY	285.000 UN				
0530	620.54 STABILIZATION GEOTEXTILE	2500.000 SY				
0540	620.56 DRAINAGE GEOTEXTILE	65.000 SY				
0550	621.031 EVERGREEN TREES (4 FOOT - 5 FOOT) GROUP A	6.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012671.01

PROJECT(S): 012671.01

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0560	621.038 EVERGREEN TREES (5 FOOT - 6 FOOT) GROUP B	12.000 EA				
0570	621.186 MEDIUM DECIDUOUS TREES (8 FOOT - 10 FOOT) GROUP C	6.000 EA				
0580	621.279 LARGE DECIDUOUS TREE (2.50 INCH - 3 INCH CALIPER) GROUP A	1.000 EA				
0590	621.558 DECIDUOUS SHRUBS (4 FOOT - 5 FOOT) GROUP A	12.000 EA				
0600	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP			
0620	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	56.000 SF				
0630	627.76 TEMPORARY PVMT. MARK LINE, W OR YELLOW	LUMP	LUMP			
0650	629.05 HAND LABOR, STRAIGHT TIME	15.000 HR				
0660	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	30.000 HR				
0670	631.14 GRADER (INCLUDING OPERATOR)	15.000 HR				
0680	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	60.000 HR				



SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012671.01

PROJECT(S): 012671.01

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0690	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR				
0700	631.20 STUMP CHIPPER (INCLUDING OPERATOR)	10.000 HR				
0710	639.19 FIELD OFFICE TYPE B	1.000 EA				
0730	652.33 DRUM	20.000 EA				
0740	652.34 CONE	70.000 EA				
0750	652.35 CONSTRUCTION SIGNS	630.000 SF				
0760	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	120.000 CD				
0770	652.38 FLAGGER	5000.000 HR				
0780	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0790	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					.

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 012671.01

PROJECT(S): 012671.01

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

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0800	310.23 PLANT MIX RECYCLED ASPHALT PAVEMENT - 3 INCH DEPTH	9967.000 SY				
SECTION 0002 TOTAL						.

SECTION 0003 PAVEMENT ALTERNATE 2  
ALT GROUP AP2

0810	202.20 REMOVING BITUMINOUS CONCRETE PAVEMENT	8434.000 SY				
0820	403.207 HOT MIX ASPHALT 19.0 MM HMA	1600.000 T				
SECTION 0003 TOTAL						
TOTAL BID SECTION 0001 W/ CHOSEN ALT.						

## **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

\_\_\_\_\_ 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. **012671.01, Highway Rehabilitation in the town of Monmouth, County of Kennebec, 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 **July 17, 2009.** 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

**Section 0001 \$** \_\_\_\_\_

**Section 0002 \$** \_\_\_\_\_

**Section 0003 \$** \_\_\_\_\_

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

**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 Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (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 012671, for Highway Rehabilitation in the Town of Monmouth, County of Kennebec, 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 for (see checked boxes):

Section 0001

Section 0002

Section 0003

**Contract Amount:** \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

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

\_\_\_\_\_ with its principal place of business located at \_\_\_\_\_

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

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

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **July 17, 2009.** 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

**Section 0001 \$** \_\_\_\_\_

**Section 0002 \$** \_\_\_\_\_

**Section 0003 \$** \_\_\_\_\_

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

**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 Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (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 012671, for Highway Rehabilitation in the Town of Monmouth, County of Kennebec, 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 for (see checked boxes):

Section 0001

Section 0002

Section 0003

**Contract Amount:** \_\_\_\_\_

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

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

\_\_\_\_\_

Witness

Monmouth  
12671.01  
August 8, 2008

**SPECIAL PROVISION**  
**SECTION 108**  
**PRICE ADJUSTMENT FOR HOT MIX ASPHALT**  
**(Asphalt Escalator)**

In Standard Specification 108.4.1 – Price Adjustment for Hot Mix Asphalt, change the first paragraph from “For all contracts with hot mix asphalt in excess of 5000 Mg total, a price adjustment for performance graded binder will be made for the following pay items:” to “For this contract, a price adjustment for performance graded binder will be made for the following pay items:”

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT OVERLAY**

<b>Desc. of Course</b>	<b>Grad. Design</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<u><b>1 1/2" HMA Overlay Area</b></u>						
Wearing	12.5mm	403.208	N/A	1 1/2"	1	4,7
Shim	9.5mm	403.211	N/A	variable	1/more	2,4,10,11
<u><b>3" HMA Shoulders Overlay Area</b></u>						
Wearing	12.5mm	403.208	N/A	1 1/2"	1	4,7
Base	12.5mm	403.213	N/A	1 1/2"	1	4,10,11
<u><b>4" HMA Overlay Mainline Travelway, Widening Areas</b></u>						
Wearing	12.5mm	403.208	N/A	1 1/2"	1	4,9,22
Base	12.5mm	403.213	N/A	2 1/2"	1	4,9,12,15
<u><b>4" to 2 1/2" HMA Taper Full Depth Normal Section Shoulders</b></u>						
Wearing	9.5 mm	403.210	N/A	1 1/2"	1	4,9
Base	12.5 mm	403.213	N/A	2 1/2" - 1"	1	4,9
<u><b>Drives, Sidewalks, Islands, Misc.</b></u>						
Wearing	9.5mm	403.209	N/A	2"	2/more	2,3,10,11,14

**COMPLEMENTARY NOTES**

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**
7. Section 106.6 Acceptance, (1) Method A.
9. Section 106.6 Acceptance, (2) Method C.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09.
12. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
14. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.
15. Any areas reconstructed and exposed to traffic over winter suspension shall have the full depth, full width layers of 19.0 mm HMA base, and the 12.5mm HMA base layers placed prior to the winter suspension of work on the project. All work associated with this item will be required to be done within the standard seasonal limitations, and evaluated in accordance with all applicable specifications. Any work performed outside the seasonal limitations dates will be considered

**Alternate 1  
Monmouth  
State Project 12671.01  
Highway Rehabilitation  
Route 9/126  
August 8, 2008**

temporary, and removed and replaced at no cost to the Department when work resumes in the next working season.

22. The final pavement surface shall be evaluated for smoothness in accordance with Special Provision section 402 – Pavement Smoothness dated 3-12-08. Acceptance limits shall be as outlined under the **Level II** classification.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement or recycled layer at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

**SPECIAL PROVISION**  
**SECTION 403**  
**HOT MIX ASPHALT OVERLAY**

<b>Desc. of Course</b>	<b>Grad. Design</b>	<b>Item Number</b>	<b>Bit Cont. % of Mix</b>	<b>Total Thick</b>	<b>No. Of Layers</b>	<b>Comp. Notes</b>
<u><b>1 1/2" HMA Overlay Area</b></u>						
Wearing	12.5mm	403.208	N/A	1 1/2"	1	4,7
Shim	9.5mm	403.211	N/A	variable	1/more	2,4,10,11
<u><b>3" HMA Shoulders Overlay Area</b></u>						
Wearing	12.5mm	403.208	N/A	1 1/2"	1	4,9
Base	12.5mm	403.213	N/A	1 1/2"	1	4,9
<u><b>4" HMA Overlay Mainline Travelway, Widening Areas</b></u>						
Wearing	12.5mm	403.208	N/A	1 1/2"	1	4,9,22
Base	12.5mm	403.213	N/A	2 1/2"	1	4,9,15
Base	19.0mm	403.207	N/A	3"	1/more	4,9,12,15
<u><b>4" to 2 1/2" HMA Taper Full Depth Normal Section Shoulders</b></u>						
Wearing	9.5 mm	403.210	N/A	1 1/2"	1	4,9
Base	12.5 mm	403.213	N/A	2 1/2" - 1"	1	4,9
<u><b>Drives, Sidewalks, Islands, Misc.</b></u>						
Wearing	9.5mm	403.209	N/A	2"	2/more	2,3,10,11,14

**COMPLEMENTARY NOTES**

2. The density requirements are waived.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**
7. Section 106.6 Acceptance, (1) Method A.
9. Section 106.6 Acceptance, (2) Method C.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm "**fine graded**" mixture, (using the Primary Control Sieve control point) as defined in 703.09.
12. A mixture meeting the gradation of 12.5 mm hot mix asphalt may be used at the option of the contractor.
14. A mixture meeting the requirements of section 703.09 Grading 'D', with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the department for approval.
15. Any areas reconstructed and exposed to traffic over winter suspension shall have the full depth, full width layers of 19.0 mm HMA base, and the 12.5mm HMA base layers placed prior to the winter suspension of work on the project. All work associated with this item will be required to be

**Alternate 2  
Monmouth  
State Project 12671.01  
Highway Rehabilitation  
Route 9/126  
August 8, 2008**

done within the standard seasonal limitations, and evaluated in accordance with all applicable specifications. Any work performed outside the seasonal limitations dates will be considered temporary, and removed and replaced at no cost to the Department when work resumes in the next working season.

22. The final pavement surface shall be evaluated for smoothness in accordance with Special Provision section 402 – Pavement Smoothness dated 3-12-08. Acceptance limits shall be as outlined under the **Level II** classification.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement or recycled layer at a rate of approximately 0.025 gal/yd<sup>2</sup>, and on milled pavement approximately 0.05 gal/yd<sup>2</sup>, prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd<sup>2</sup>.

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.