



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

March 12, 2009
Subject: **Lovell, Sebago & Standish**
Project No's: STP-1571(600)S, STP-1571(900)S,
STP-1572(000)S
Pin No's: 015716.00, 015719.00 & 015720.00
Amendment No. 1

Dear Sir/Ms:

Please make the following changes to the Bid Documents:

In the Bid Book (pages 5 through 10), **REMOVE** the "SCHEDULE OF ITEMS" 6 pages dated 090218 and **REPLACE** with the attached new "SCHEDULE OF ITEMS" 6 pages dated 090312.

In the Bid Book (pages 11 through 18), **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD" **BOTH (2) COPIES** and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD" 2 copies reflecting a new project completion date.

In the Bid Book, after page 58, **INSERT** the attached "SPECIAL PROVISION, SECTION 104, GENERAL RIGHTS AND RESPONSIBILITIES, (Electronic Payroll Submission)".

In the Bid Book (page 73), **REMOVE** "SPECIAL PROVISION, SECTION 105, General Scope of Work, (Limitations of Operations)", 1 page dated May 8, 2006 and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 105, General Scope of Work, (Limitations of Operations)", 1 page dated 3/12/09.

In the Bid Book (page 76), **REMOVE** "SPECIAL PROVISION, SECTION 107, Prosecution and Progress, (Contract Time)" 1 page undated and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, Prosecution and Progress, (Contract Time)" 1 page dated 3/12/09.

Consider these changes prior to submitting your bid on March 18, 2009.

Sincerely,

Scott Bickford
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015716.00

PROJECT(S): STP-1571(600)S
 STP-1571(900)S
 STP-1572(000)S

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	202.203 PAVEMENT BUTT JOINTS	4760.000 SY				
0020	203.24 COMMON BORROW	20.000 CY				
0030	203.242 DIRTY BORROW	1360.000 CY				
0040	204.41 REHABILITATION OF EXISTING SHOULDERS, PLAN QUANTITY	1640.000 SY				
0050	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	50.000 CY				
0060	403.209 HOT MIX ASPHALT 9.5 MM HMA (SIDEWALKS, DRIVES, INCIDENTALS)	680.000 T				
0070	403.210 HOT MIX ASPHALT 9.5 MM HMA	7870.000 T				
0080	403.211 HOT MIX ASPHALT (SHIMMING)	5810.000 T				
0090	403.213 HOT MIX ASPHALT 12.5 MM HMA BASE	150.000 T				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015716.00

PROJECT(S): STP-1571(600)S
 STP-1571(900)S
 STP-1572(000)S

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0100	409.15 BITUMINOUS TACK COAT - APPLIED	9600.000 G				
0110	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	340.000 CY				
0120	604.161 ALTERING CATCH BASIN	9.000 EA				
0130	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	4.000 EA				
0140	604.182 CLEAN EXISTING CATCH BASIN AND MANHOLE	6.000 EA				
0150	606.178 GUARDRAIL BEAM	225.000 LF				
0160	606.24 GUARDRAIL TYPE 3D - SINGLE RAIL	1080.000 LF				
0170	606.242 GUARDRAIL TYPE 3D - OVER 15 FOOT RADIUS	300.000 LF				
0180	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	11.000 EA				
0190	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	55.000 EA				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015716.00

PROJECT(S): STP-1571(600)S
 STP-1571(900)S
 STP-1572(000)S

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0200	606.367 REPLACE UNUSABLE EXISTING GUARDRAIL POSTS	36.000 EA				
0210	606.47 SINGLE WOOD POST	12.000 EA				
0220	606.754 WIDEN SHOULDER FOR GUARDRAIL 350 FLARED TERMINAL	23.000 EA				
0230	606.79 GUARDRAIL 350 FLARED TERMINAL	25.000 EA				
0240	609.31 CURB TYPE 3	1000.000 LF				
0250	615.07 LOAM	20.000 CY				
0260	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	12.000 UN				
0270	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	184.000 UN				
0280	619.1201 MULCH - PLAN QUANTITY	196.000 UN				
0290	627.711 WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE (PLAN QUANTITY)	142100.000 LF				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015716.00

PROJECT(S): STP-1571(600)S
 STP-1571(900)S
 STP-1572(000)S

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0300	627.76 TEMPORARY PVMT. MARK LINE, W OR YELLOW	LUMP	LUMP			
0310	629.05 HAND LABOR, STRAIGHT TIME	38.000 HR				
0320	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	15.000 HR				
0330	631.11 AIR TOOL (INCLUDING OPERATOR)	15.000 HR				
0340	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	30.000 HR				
0350	631.133 SKID STEER (INCLUDING OPERATOR)	8.000 HR				
0360	631.14 GRADER (INCLUDING OPERATOR)	40.000 HR				
0370	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	68.000 HR				
0380	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	50.000 HR				
0390	631.21 ROAD BROOM (INCLUDING OPERATORS AND HAULER)	30.000 HR				

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015716.00

PROJECT(S): STP-1571(600)S
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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	631.28 BRUSH CHIPPER (INCLUDING OPERATOR)	30.000 HR				
0410	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	30.000 HR				
0420	639.19 FIELD OFFICE TYPE B	1.000 EA				
0430	652.33 DRUM	125.000 EA				
0440	652.34 CONE	395.000 EA				
0450	652.35 CONSTRUCTION SIGNS	2450.000 SF				
0460	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	70.000 CD				
0470	652.38 FLAGGER	2990.000 HR				
0480	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0490	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					.

SECTION 0002 UTILITY ITEMS

SCHEDULE OF ITEMS

CONTRACT ID: 015716.00

PROJECT(S): STP-1571(600)S
 STP-1571(900)S
 STP-1572(000)S

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0500	823.011 GATE VALVE BOX, INSTALL ONLY	2.000 EA				
0510	823.332 GATE VALVE BOX, ADJUST TO GRADE	6.000 EA				
	SECTION 0002 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 15716.00, Project STP-1571(600)S; PIN No 15719.00, Project STP-1571(900)S; PIN No. 15720.00, Project STP-1572(000)S for Hot Mix Asphalt Overlay & Pavement Milling** in the towns of **Lovell, Sebago & Standish**, Counties of **Cumberland & Oxford**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 4, 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 \$ _____

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 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 No. 15716.00, Project STP-1571(600)S; PIN No 15719.00, Project STP-1571(900)S; PIN No. 15720.00, Project STP-1572(000)S** in the towns of: **Lovell, Sebago & Standish**, Counties of **Cumberland & Oxford, 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 for (see checked boxes):

Section 0001

Section 0002

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 15716.00, Project STP-1571(600)S; PIN No 15719.00, Project STP-1571(900)S; PIN No. 15720.00, Project STP-1572(000)S** for **Hot Mix Asphalt Overlay & Pavement Milling** in the towns of **Lovell, Sebago & Standish**, Counties of **Cumberland & Oxford**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **September 4, 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 \$ _____

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 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 No. 15716.00, Project STP-1571(600)S; PIN No 15719.00, Project STP-1571(900)S; PIN No. 15720.00, Project STP-1572(000)S** in the towns of: **Lovell, Sebago & Standish,** Counties of **Cumberland & Oxford, 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 for (see checked boxes):

Section 0001

Section 0002

Contract Amount: _____

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Electronic Payroll Submission)

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically on this contract utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The successful contractor will receive detailed instruction on the use of this system to pass onto their subcontractors.

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Limitations of Operations)

1. Contractor shall maintain two way traffic at all times whenever possible. Those areas where two way traffic can not be maintained will be specifically addressed in the traffic control plan.
2. The contractor's traffic control plan shall address construction practices and schedules that will be implemented to minimize traffic disruptions.
3. Work shall cease at 3:00 pm on July 02, 2009 and shall not be allowed to commence until 6:00 am July 06, 2009.
4. No work shall be allowed on May 23, 24, 25, 2009
5. Work shall be allowed on one Project at a time unless authorized by the Resident. Authorization shall be requested at least 48 hours in advance of work.
6. On Pins 15719.00 and 15720.00, the contractor will be required to be completely off the road by 5:00 pm and shall not be allowed to work on Saturdays.

Special Provision
Section 107
Prosecution and Progress
(Contract Time)

The contractor will be allowed to commence work anytime on or after May 11, 2009 provided that all required plans/submittals have been received and approved by the MDOT.

The completion date for this contract is September 4, 2009. Liquidated damages will be assessed for every calendar day past September 4, 2009

The contractor has 70 calendar days to complete the project once operations commence. Liquidated damages will be assessed for every calendar day over the 70 calendar days allotted. Installing construction signs will be considered as the commencement date of the contract.

A 24 hour notice will be required for any changes in the work schedule.

For every weekday not worked once operations commence, (excluding inclement weather days) the contractor will be charged Supplemental Liquidated Damages at the rate of \$500.00 per day.