



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

March 10, 2008
Subject: **Rockland & Rockport**
Project No. NH-1592(200) E
Pin No. 015835.00, 015922.00
Amendment No. 1

Dear Sir/Ms:

Please make the following changes to the Bid Documents:

Remove the SCHEDULE OF ITEMS and replace with the attached new SCHEDULE OF ITEMS.

Remove the CONTRACT AGREEMENT, OFFER AND AWARD and replace with two copies of the attached new CONTRACT AGREEMENT, OFFER AND AWARD.

Remove the SPECIAL PROVISION, SECTION 107, PROSECUTION & PROGRESS, (CONTRACT TIME), page 67 of the contract book and replace with the attached new SPECIAL PROVISION, SECTION 107, PROSECUTION & PROGRESS, (CONTRACT TIME).

Add the attached SPECIAL PROVISION, SECTION 401, PLANT MIX PAVEMENTS.

Consider these changes and information prior to submitting your bid on **March 19, 2008**.

Sincerely,

Scott Bickford
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 015835.00

PROJECT(S): 015835.00

NH-1592(200)E

CONTRACTOR : _____

| LINE NO | ITEM DESCRIPTION | APPROX. QUANTITY AND UNITS | UNIT PRICE | | BID AMOUNT | |
|----------------------------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| SECTION 0001 PROJECT ITEMS | | | | | | |
| 0010 | 202.202 REMOVING PAVEMENT SURFACE | 700.000 SY | | | | |
| 0020 | 202.203 PAVEMENT BUTT JOINTS | 1540.000 SY | | | | |
| 0030 | 203.242 DIRTY BORROW | 350.000 CY | | | | |
| 0040 | 205.51 WIDENING OF EXISTING SHOULDER - PLAN QUANTITY | 485.000 SY | | | | |
| 0050 | 403.209 HOT MIX ASPHALT 9.5 MM HMA (SIDEWALKS, DRIVES, INCIDENTALS) | 116.000 T | | | | |
| 0060 | 403.210 HOT MIX ASPHALT 9.5 MM HMA | 3460.000 T | | | | |
| 0070 | 403.212 HOT MIX ASPHALT 4.75 MM HMA | 1975.000 T | | | | |
| 0080 | 409.15 BITUMINOUS TACK COAT - APPLIED | 3600.000 G | | | | |
| 0090 | 411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE) | 46.000 CY | | | | |
| 0100 | 603.16 15 INCH CULVERT PIPE OPTION I | 20.000 LF | | | | |

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|---------|--|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0110 | 606.178 GUARDRAIL BEAM LF | 25.000 | | | | |
| 0120 | 606.23 GUARDRAIL TYPE 3C - SINGLE RAIL LF | 337.500 | | | | |
| 0130 | 606.352 REFLECTORIZED BEAM GUARDRAIL DELINEATORS EA | 56.000 | | | | |
| 0140 | 606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER EA | 27.000 | | | | |
| 0150 | 606.47 SINGLE WOOD POST EA | 3.000 | | | | |
| 0160 | 606.51 MULTIPLE MAILBOX SUPPORT EA | 4.000 | | | | |
| 0170 | 606.79 GUARDRAIL 350 FLARED TERMINAL EA | 11.000 | | | | |
| 0180 | 609.31 CURB TYPE 3 LF | 1072.000 | | | | |
| 0190 | 610.08 PLAIN RIPRAP CY | 158.000 | | | | |
| 0200 | 618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY UN | 95.000 | | | | |
| 0210 | 619.1201 MULCH - PLAN QUANTITY UN | 95.000 | | | | |

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|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0220 | 620.58 EROSION CONTROL GEOTEXTILE | 380.000 SY | | | | |
| 0230 | 627.71 4 INCH WHITE PAVEMENT MARKING LINE | 6665.000 LF | | | | |
| 0240 | 627.73 4 INCH YELLOW PAVEMENT MARKING LINE | 3027.000 LF | | | | |
| 0250 | 627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING | 870.000 SF | | | | |
| 0260 | 627.76 TEMPORARY PVMT. MARK LINE, W OR YELLOW | LUMP | LUMP | | | |
| 0270 | 629.05 HAND LABOR, STRAIGHT TIME | 15.000 HR | | | | |
| 0280 | 631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR) | 45.000 HR | | | | |
| 0290 | 631.172 TRUCK - LARGE (INCLUDING OPERATOR) | 85.000 HR | | | | |
| 0300 | 639.19 FIELD OFFICE TYPE B | 1.000 EA | | | | |
| 0310 | 652.33 DRUM | 57.000 EA | | | | |
| 0320 | 652.34 CONE | 396.000 EA | | | | |

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|---------|---|----------------------------|------------|-----|------------|-----|
| | | | DOLLARS | CTS | DOLLARS | CTS |
| 0330 | 652.35 CONSTRUCTION SIGNS | 1922.000 SF | | | | |
| 0340 | 652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES | 51.000 CD | | | | |
| 0350 | 652.38 FLAGGER | 1350.000 HR | | | | |
| 0360 | 656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL | LUMP | LUMP | | | |
| 0370 | 659.10 MOBILIZATION | LUMP | LUMP | | | |
| | SECTION 0001 TOTAL | | | | | |
| | TOTAL BID | | | | | |

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN Nos. **15835.00 & 15922.00, for the Hot Mix Asphalt Overlay, Pavement Milling, Drainage and Safety Improvements in the city of Rockland and town of Rockport, County of Knox, 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 **June 28, 2008.** 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 Nos. 15835.00 & 15922.00, for the Hot Mix Asphalt Overlay, Pavement Milling, Drainage and Safety Improvements in the city of Rockland and town of Rockport, County of Knox, State of Maine**, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

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

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

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

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

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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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

**SPECIAL PROVISION
SECTION 107
PROSECUTION & PROGRESS
(CONTRACT TIME)**

1. The contractor will be allowed to commence work on this contract **May 5, 2008**, provided that all required plans/submittals have been received and approved by the MDOT.
2. The completion date for this contract is **June 28, 2008**.
3. No work will be allowed on the contract 6:30 am. May 24th to 6:30 am. May 27th 2008.
4. For every weekday not worked once operations commence, the Contractor will be charged Supplemental Liquidated Damages per calendar day at the rate stated in Section 107.7.2 of the Standard Specifications.

SPECIAL PROVISION
SECTION 401
PLANT MIX PAVEMENTS

401.06 Weather and Seasonal Limitations This Section is revised by the addition of the following:

On all sections of overlay with wearing courses less than 25 mm [1 in] thick, the wearing course for the travelway and adjacent shoulders shall be placed between the dates of May 19th and the Saturday following September 1st if the work is to be performed, either by contract requirement, or Contractor option, during conditions defined as “nightwork”.