



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

Paul R. LePage
GOVERNOR

March 19, 2012
Subject: **Readfield**
Federal Project No: SR-1752(100)X
State PIN: 017521.00
Amendment No. 2

David Bernhardt
COMMISSIONER

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (pages 8 thru 15) **REMOVE** the entire "SCHEDULE OF ITEMS" 8 pages total dated 03/14/12 and 07/11/11 (Base Bid Replaced in Amendment #1) and **REPLACE** with the attached new "SCHEDULE OF ITEMS" 9 pages total dated 03/16/12.

In the Bid Book (pages 29 thru 36) **REMOVE** both copies of the "CONTRACT AGREEMENT, OFFER & AWARD" 8 pages total and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD" 8 pages total.

In the Bid Book (page 62) "SPECIAL PROVISIONS, SECTION 107, TIME", in the first sentence **CHANGE** "90 calendar days" to read "120 calendar days". Make this change in pen and ink.

The following questions have been received:

Question: Item #604.2405 "HDPE Catch Basin" was removed from the Base Bid w/Add #1 but not removed from Bid Alternate 2. Are HDPE Catch Basins still expected to be used in Alt #2?

Response: No, please refer to the attached revised Schedule of Items.

Question: Bid Amendment #1 clearly states that all common borrow needed is incidental to item #608.45 – Construct Sidewalk, but the cross sections stop @ station 42+00 and do not go to the end of the project. Please clarify how the common borrow needed from sta 42+00 to sta 68+85 +/- is to be calculated with out cross sections for those stations. Looking at the profiles it appears there are areas within those stations that will need borrow.

Response: The estimated quantity of Common Borrow needed between station 46+50 and station 68+85 is 50 CY. This quantity is provided for estimation purposes only.



PRINTED ON RECYCLED PAPER

Excavation, Borrow and Gravel will still be paid for under item 608.45 Construct Sidewalk.

Question: After running through the project several times it appears that the 90 CD allowed to complete the project is not enough time, especially if the alternates are awarded. Would the DOT/Town of Readfield consider extending the completion date of the project?

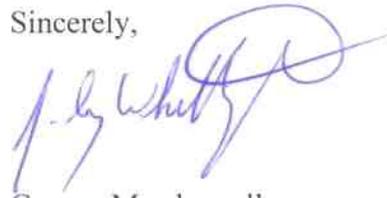
Response: The completion time has been increased to 120 Calendar Days, please see the above changes.

Question: Please supply a cross section/detail for wetlands impacted and Sta 51+47 and the culvert crossing at sta. 51+67.

Response: Please see the attached sections requested for sta. 51+47 and sta. 51+67 as reference for this area.

Consider these changes and information prior to submitting your bid on March 21, 2012.

Sincerely,



George Macdougall

PK Acting Contracts & Specifications Engineer

SCHEDULE OF ITEMS - BASE BID

CONTRACT ID: 17521.00

PROJECT(S): **SR-1752(100)X**

CONTRACTOR: _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 MAIN ITEMS						
0005	201.11 CLEARING	1 ACRE				
0010	201.23 REMOVING SINGLE TREE TOP ONLY	3 EA				
0015	201.24 REMOVING STUMP	5 EA				
0020	202.203 PAVEMENT GRINDING	816 SY				
0025	206.061 STRUCTURAL EARTH EXCAVATION DRAINAGE & MINOR STRUCTURES	10 CY				
0030	206.07 STRUCTURAL ROCK EXCAVATION DRAINAGE & MINOR STRUCTURES	10 CY				
0035	403.207 HOT MIX ASPHALT, 19.0 MM	320 TON				
0040	403.208 HOT MIX ASPHALT, 12.5 MM	140 TON				
0045	403.209 HOT MIX ASPHALT, 9.5 MM (sidewalks, drives & incidentals)	260 TON				
0050	411.131 STONE DUST SURFACE COURSE	15450 SF				
0055	603.15 12" CULVERT PIPE OPTION 1	87 LF				

0060	603.17 18" CULVERT PIPE OPTION 1	70 LF				
0065	603.19 24" CULVERT PIPE OPTION 1	20 LF				
0067	603.21 36" CULVERT PIPE OPTION 1	5 LF				
0070	604.161 ALTERING CATCH BASIN	1 EA				
0080	604.252 CATCH BASIN TYPE A5-C	18 EA				
0085	605.1 6" DIA. UNDERDRAIN OUTLET	45 LF				
0090	605.09 6" DIA. UNDERDRAIN TYPE B	60 LF				
0093	605.11 12" DIA. UNDERDRAIN TYPE C	2450 LF				
0095	605.13 18" DIA. UNDERDRAIN TYPE C	231 LF				
0097	607.462 CEDAR FENCE	250 LF				
0100	608.26 CURB RAMP DETECTABLE WARNING FIELD	80 SF				
0105	608.45 CONSTRUCT SIDEWALK	3915 SY				
0110	609.11 VERTICAL CURB TYPE 1	50 LF				
0115	609.237 TERMINAL CURB TYPE 1 - 7 FT	1 EA				

0120	609.31 CURB TYPE 3	3260 LF				
0125	610.08 PLAIN RIPRAP	150 CY				
0130	615.07 LOAM	415 CY				
0135	618.1301 SEEDING METHOD NO. 1 - PLAN QUANTITY	34 UNIT				
0140	619.1201 MULCH PLAN QUANTITY	34 UNIT				
0145	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	615 SF				
0146	645.106 DEMOUNT REGULATORY, WARNING CONFIRMATION & ROUTE MARKER ASSEMBLY SIGNS	6 EACH				
0147	645.108 DEMOUNT POLE	6 EACH				
0148	645.116 REINSTALL REGULATORY, WARNING CONFIRMATION & ROUTE MARKER ASSEMBLY SIGNS	6 EACH				
0149	645.118 REINSTALL POLE	6 EACH				
0150	645.292 REGULATORY, WARNING, CONFIRMATION, & ROUTE MARKER ASSEMBLY SIGNS TYPE II	40 SF				
0153	652.38 FLAGGERS	800 HRS				
0155	652.39 WORK ZONE TRAFFIC CONTROL	LS				

0160	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LS					
0165	659.1 MOBILIZATION	LS					
0170	801.141 4" PVC SANITARY SEWER (SDR-35)	30 LF					
0171	801.16 6" PVC SANITARY SEWER (SDR-35)	60 LF					
0175	803.01 TEST PIT	1 EACH					
TOTAL						\$	

MAINE DEPARTMENT OF TRANSPORTATION
 READFIELD, MAINE (ASPHALT)

PAGE: 1
 DATE: 03/16/12

SCHEDULE OF ITEMS - BID ALTERNATE NO. 1

CONTRACT ID: 17521.00

PROJECT(S): **SR-1752(100)X**

CONTRACTOR: _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 MAIN ITEMS						
0005	403.209 HOT MIX ASPHALT, 9.5 MM (sidewalks, drives & incidentals)	73 TON				
TOTAL FOR ALTERNATE NO. 1					\$	

MAINE DEPARTMENT OF TRANSPORTATION
 READFIELD, MAINE (ASPHALT)

PAGE: 1
 DATE: 03/16/12

SCHEDULE OF ITEMS -BID ALTERNATE NO. 2

CONTRACT ID: 17521.00

PROJECT(S): **SR-1752(100)X**

CONTRACTOR: _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 MAIN ITEMS						

0010	201.23 REMOVING SINGLE TREE TOP ONLY	6 EA				

0015	201.24 REMOVING STUMP	7 EA				

0020	202.203 PAVEMENT GRINDING	182 SY				

0035	403.207 HOT MIX ASPHALT, 19.0 MM	67 TON				

0040	403.208 HOT MIX ASPHALT, 12.5 MM	30 TON				

0045	403.209 HOT MIX ASPHALT, 9.5 MM (sidewalks, drives & incidentals)	49 TON				

0080	604.252 CATCH BASIN TYPE A5-C	1 EA				

0085	605.1 6" DIA. UNDERDRAIN OUTLET	40 LF				

0090	605.11 12" DIA. UNDERDRAIN TYPE C	30 LF				

0100	608.26 CURB RAMP DETECTABLE WARNING FIELD	16 SF				

0105	608.45 CONSTRUCT SIDEWALK	430 SY				

0120	609.31 CURB TYPE 3	725 LF				
0130	615.07 LOAM	40 CY				
0135	618.1301 SEEDING METHOD NO. 1 - PLAN QUANTITY	4 UNIT				
0140	619.1201 MULCH PLAN QUANTITY	4 UNIT				
0145	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	84 SF				
0146	645.106 DEMOUNT REGULATORY, WARNING CONFIRMATION & ROUTE MARKER ASSEMBLY SIGNS	4 EACH				
0147	645.108 DEMOUNT POLE	4 EACH				
0148	645.116 REINSTALL REGULATORY, WARNING CONFIRMATION & ROUTE MARKER ASSEMBLY SIGNS	4 EACH				
0149	645.118 REINSTALL POLE	4 EACH				
0150	645.292 REGULATORY, WARNING, CONFIRMATION, & ROUTE MARKER ASSEMBLY SIGNS TYPE II	17 SF				
0153	652.38 FLAGGERS	200 HRS				
0170	801.141 4" PVC SANITARY SEWER (SDR-35)	20 LF				
0171	801.16 6" PVC SANITARY SEWER (SDR-35)	40 LF				

0175	803.01 TEST PIT	1 EACH			
TOTAL FOR ALTERNATE NO. 2					\$

MAINE DEPARTMENT OF TRANSPORTATION
 READFIELD, MAINE (ASPHALT)

PAGE: 1
 DATE: 03/16/12

SCHEDULE OF ITEMS -BID ALTERNATE NO. 3

CONTRACT ID: 17521.00

PROJECT(S): **SR-1752(100)X**

CONTRACTOR: _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 MAIN ITEMS						
0020	202.203 PAVEMENT GRINDING	38 SY				
0035	403.207 HOT MIX ASPHALT, 19.0 MM	9 TON				
0040	403.208 HOT MIX ASPHALT, 12.5 MM	7 TON				
0045	403.209 HOT MIX ASPHALT, 9.5 MM (sidewalks, drives & incidentals)	8 TON				
0100	608.26 CURB RAMP DETECTABLE WARNING FIELD	16 SF				
0105	608.45 CONSTRUCT SIDEWALK	68 SY				
0120	609.31 CURB TYPE 3	170 LF				
0145	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	252 SF				
0153	652.38 FLAGGERS	100 HRS				
TOTAL FOR ALTERNATE NO. 3						
					\$	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the **Town of Readfield, Maine**, (hereinafter called "Owner"), with a mailing address at **8 Old Kents Hill Road, Readfield, Maine 04355**, and _____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____ (hereinafter called "Contractor").

The Owner 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. **17521.00**, for the **Safe Routes to School Project** in the town of **Readfield**, 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 Owner 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, within **120** days of the Notice to Proceed. Further, the Owner 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 – Base Bid 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

Base Bid \$ _____

Alternate No. 1 \$ _____

Alternate No. 2 \$ _____

Alternate No. 3 \$ _____

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, Standard General Conditions (herein), 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 17521.00 Safe Routes to School Project in the Town of Readfield**, 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 Contractor 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 Owner in writing.

The Contractor also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Engineer, 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 Town of Readfield 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 Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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 Owner.

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):

- Base Bid
- Alternate No. 1
- Alternate No. 2
- Alternate No. 3

Contract Amount: _____

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

TOWN OF READFIELD

Date

By: Stefan Pakulski, Town Manager

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the **Town of Readfield, Maine**, (hereinafter called "Owner"), with a mailing address at **8 Old Kents Hill Road, Readfield, Maine 04355**, and _____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____ (hereinafter called "Contractor").

The Owner 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. **17521.00**, for the **Safe Routes to School Project** in the town of **Readfield**, 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 Owner 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, within **120** days of the Notice to Proceed. Further, the Owner 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 – Base Bid 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

Base Bid \$ _____

Alternate No. 1 \$ _____

Alternate No. 2 \$ _____

Alternate No. 3 \$ _____

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, Standard General Conditions (herein), 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 17521.00 Safe Routes to School Project in the Town of Readfield**, 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 Contractor 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 Owner in writing.

The Contractor also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Engineer, 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 Town of Readfield 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 Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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 Owner.

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):

Base Bid

Alternate No. 1

Alternate No. 2

Alternate No. 3

Contract Amount: _____

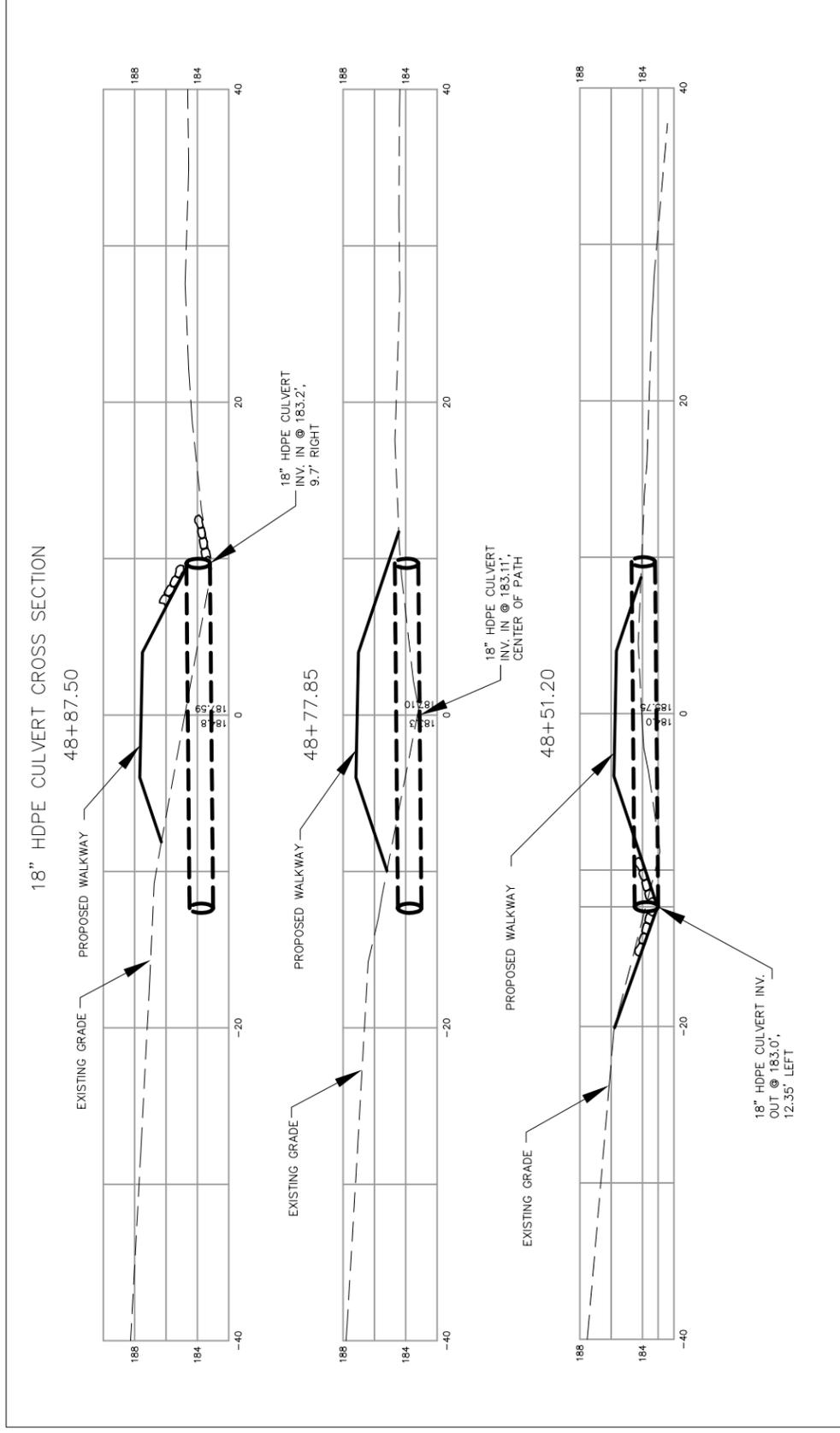
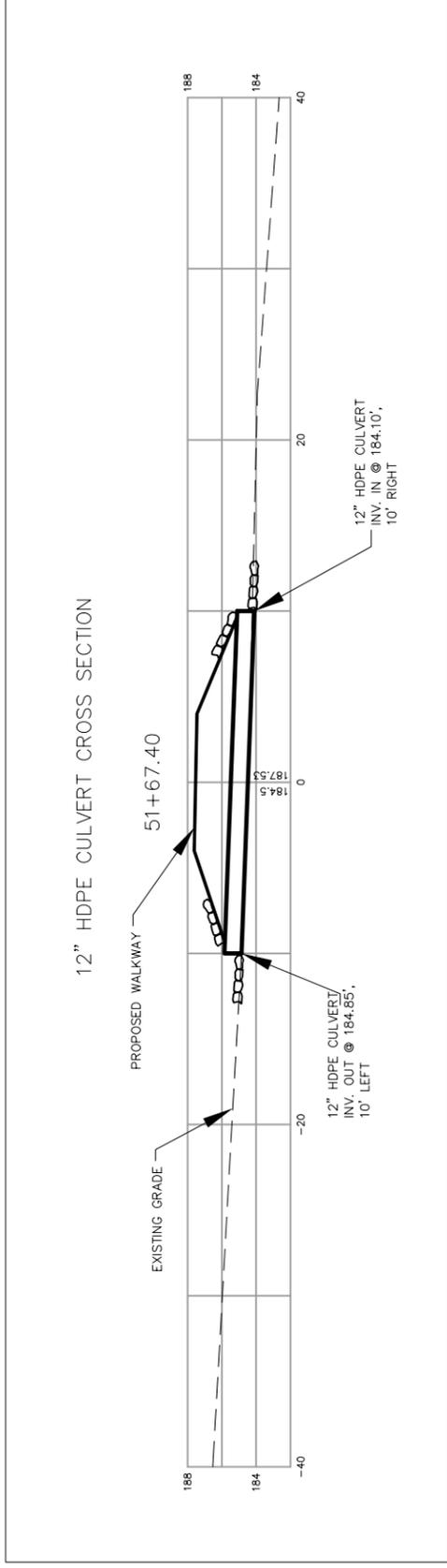
This award consummates the Contract, and the documents referenced herein.

TOWN OF READFIELD

Date

By: Stefan Pakulski, Town Manager

Witness



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION

WALKWAY TO SCHOOL
CULVERT CROSS SECTIONS

READFIELD, MAINE
SAFE ROUTES
TO SCHOOL PROJECT

ADDENDUM
PIN# 1752L00 SR-1752(100)X

AEHodsdon
CONSULTING ENGINEERS
10 Common St. Waterville, Me. 04901 (207) 873-5164

Drawn By: BB	Scale: 1"=10'-0" Horiz. 1"=10'-0" Vert.
Checked By:	Date:
Approved By:	Date:

52-10-cross-section.dwg Project No. 52-10