



Janet T. Mills  
GOVERNOR

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

Bruce A. Van Note  
COMMISSIONER

March 26, 2019  
Subject: Pavement Milling & HMA Overlay  
State WINs: 022478.00 & 022478.10  
Location: **Yarmouth**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** pages 17 – 19, Proposal Schedule of Items, 3 pages, dated 2/27/2019, and **REPLACE** with the attached, revised Proposal Schedule of Items, 3 pages, dated 3/13/2019.

**REMOVE** pages 20 – 27, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

**REMOVE** SPECIAL PROVISION – SECTION 107 – Prosecution and Progress – (Contract Time), 1 page, dated January 15, 2019, and **REPLACE** SPECIAL PROVISION – SECTION 107 – Prosecution and Progress – (Contract Time), 1 page, dated March 25, 2019

**ADD** the attached SPECIAL PROVISION 639 – ENGINEERING FACILITIES – Type D Field Office, 1 page, dated December 7, 2018.

The following questions have been received:

**Question:** Due to the short time frame of this project, would the Department consider changing this to a Type D Field Office?

**Response:** Yes, see attached revised Proposal Schedule of Items.

**Question:** In the General Notes for Win 22478.10 under item 202.202 it states that the contractor may have to cut cores to verify pavement depth prior to milling. How will this work be paid for? If cores are not paid for and considered incidental please define the number of cores to be carried in the bid.

**Response:** Cutting of cores is incidental to the contract. The number of cores is not specified, but it will be the responsibility of the contractor to cut as many as they deem necessary to verify the depth of the existing pavement, to ensure that the specified milling depth will not affect the bridge membrane.

**Question:** Special Provision 107 states that work may not start until May 6, 2019 and must be complete by June 1, 2019 and contractors shall already be losing two days of work (Saturday/Monday) due to the Memorial Day holiday. Would the Department consider allowing work to start either prior to May 6 or end after June 1 to allow a work window more in line with the work? If there is any inclement weather at all the existing schedule shall not be attainable.

**Response:** See above changes to CONTRACT AGREEMENT, OFFER & AWARD and SPECIAL PROVISION – SECTION 107 – Prosecution and Progress – (Contract Time).

Consider these changes and information prior to submitting your bid on **March 27, 2019**.

Sincerely,

A handwritten signature in black ink, appearing to read "Geo M. A. Macdougall" followed by "FOR" in a slightly larger, bolder script.

George M. A. Macdougall P.E.  
Contracts & Specifications Engineer

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022478.00

Project(s): 022478.00, 022478.10

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.202 REMOVING PAVEMENT SURFACE	5,560.000 SY	_____	 _____	_____	 _____
0020	202.203 PAVEMENT BUTT JOINTS	700.000 SY	_____	 _____	_____	 _____
0030	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	20.000 T	_____	 _____	_____	 _____
0040	403.210 HOT MIX ASPHALT 9.5 MM	2,620.000 T	_____	 _____	_____	 _____
0050	403.211 HOT MIX ASPHALT (SHIMMING)	1,320.000 T	_____	 _____	_____	 _____
0060	409.15 BITUMINOUS TACK COAT - APPLIED	2,200.000 G	_____	 _____	_____	 _____
0070	411.09 UNTREATED AGGREGATE SURFACE COURSE	20.000 CY	_____	 _____	_____	 _____
0080	615.10 DIRTY BORROW	210.000 CY	_____	 _____	_____	 _____
0090	618.14 SEEDING METHOD NUMBER 2	70.000 UN	_____	 _____	_____	 _____
0100	619.12 MULCH	70.000 UN	_____	 _____	_____	 _____
0110	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	10,280.000 LF	_____	 _____	_____	 _____
0120	627.744 6" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	20,550.000 LF	_____	 _____	_____	 _____

Maine Department of Transportation

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Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	790.000 SF	_____	 _____	_____	 _____
0140	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	20,550.000 LF	_____	 _____	_____	 _____
0150	627.781 TEMPORARY 6 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	41,100.000 LF	_____	 _____	_____	 _____
0160	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR	_____	 _____	_____	 _____
0170	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	60.000 HR	_____	 _____	_____	 _____
0180	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	60.000 HR	_____	 _____	_____	 _____
0190	639.21 FIELD OFFICE TYPE D	1.000 EA	_____	 _____	_____	 _____
0200	652.34 CONE	170.000 EA	_____	 _____	_____	 _____
0210	652.35 CONSTRUCTION SIGNS	1,080.000 SF	_____	 _____	_____	 _____
0220	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	27.000 CD	_____	 _____	_____	 _____
0230	652.38 FLAGGER	430.000 HR	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022478.00

Project(s): 022478.00, 022478.10

SECTION: 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EA	_____	 _____	_____	 _____
0250	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	 SUM	_____	 _____
0260	659.10 MOBILIZATION	LUMP SUM	LUMP	 SUM	_____	 _____
<b>Section: 1</b>			<b>Total:</b>		_____	 _____
			<b>Total Bid:</b>		_____	 _____

## 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, **2247800 & 2247810 for the Pavement Milling and Hot Mix Asphalt Overlay in the Town of Yarmouth, County of Cumberland, 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 15, 2019.** 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, November 2014 Edition* 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, November 2014 Edition, Standard Details November 2014 Edition* 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 November 2014 Edition*, *Standard Details November 2014 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **2247800 for the Pavement Milling and Hot Mix Asphalt Overlay in the Town of Yarmouth, County of Cumberland**, 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, November 2014 Edition*, 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 November 2014 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

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



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

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

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Bruce A. Van Note, 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 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.

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

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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.

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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, November 2014 Edition*, 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.

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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: Bruce A. Van Note, Commissioner

\_\_\_\_\_  
Witness

**SPECIAL PROVISION**

**SECTION 107**

Prosecution and Progress  
(Contract Time)

1. The contractor is allowed to commence work any time on or after May 6, 2019. The completion date for this contract is June 15, 2019
2. Once operations commence, for every weekday not worked the Department will charge Supplemental Liquidated Damages in accordance with the per diem rates set forth in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.
3. Memorial Day is May 27, 2019, operations shall cease at 3:00 PM on Friday, May 24, 2019 and may resume at 7:00 AM on Tuesday, May 28, 2019

SPECIAL PROVISION 639  
ENGINEERING FACILITIES  
Type D Field Office

639.01 Description This work shall consist of providing, equipping, and maintaining facilities and internet connection to be solely used by the Resident and other assigned Department representatives. Upon completion of the work, the equipment shall remain the property of the Contractor.

639.03 General The equipment of the type called for shall be provided before the start of work, and shall remain until work is completed and accepted, unless earlier removal is authorized. The location shall be approved by the Resident and should be adjacent or virtually adjacent to the Project.

639.04 Field Offices The Contractor shall provide wheelchair accessible portable toilet facilities. The toilet facility shall be maintained in sanitary condition and include hand sanitizing equipment. The toilet facility shall be for the exclusive use of State personnel. If requested, the Contractor will supply a lock to ensure exclusive use.

The Contractor shall provide bottled water for the duration of the project.

639.091 Broadband Connection The Contractor will supply a secure wireless broadband connection, capable of 802.11n or newer. The type of connection supplied will be contingent upon the availability of services and shall be compatible with Windows OS and Apple OS systems and devices. It shall be the contractor's option to provide dynamic or static IP addresses through the service. The selected service will have a minimum download connection of 5.0 Mbps and 1.0 Mbps upload. The contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Internet Service Provider (ISP) directly to the contractor.

639.10 Method of Measurement Field office will be measured by the unit for each set-up provided, equipped and maintained satisfactorily.

639.11 Basis of Payment The accepted quantity of field office will be paid for at the contract unit price each, which payment shall be full compensation for furnishing bottled water and broadband connection, and installing and maintaining toilet facilities.

Payment for these items will be made in 2 parts; the first payment of ½ to be made after the Contractor supplied equipment has been approved. The second payment of ½ will be made at the completion of the work.

<u>Pay Item</u>	<u>Pay Unit</u>
639.21 Field Office, Type D	Each