

REGION 2

**ADD SHOULDER AGGREGATE TO EXISTING
SHOULDER**

SHOULDER MACHINE WITH OPERATOR ONLY

2018

Updated 4/28/2017

STATE PROJECT

MAINTENANCE & OPERATIONS

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Agreement, Offer & Award form, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, and b) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items.
4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - WIN:
 - Town:
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed
WIN:
Town:
Date of Bid Opening:
Name of Contractor:

If a paper Bid is to be sent express, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal’s Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the “Public Entrance” which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. <http://www.maine.gov/mdot/mainedotdirections.htm>. Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open
WIN:
Town:
Date of Bid Opening:
Name of Contractor:

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, November 2014 Edition.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain an optional plan holders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments must fill out the on-line plan holder registration form and provide an email address to the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.

RFI No: _____

Date _____ **Time** _____

WIN(S): _____ **Town(s):** _____ **Bid Date:** _____

Question(s):_____

Request by: _____
Company Name:_____ **Phone:(_____)**_____

Email: _____ **Fax:** (____) _____

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Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/venbid/index.shtml>

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ Cell Phone: _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

The company has the following organizational structure:

☐ Sole Proprietorship

☐ Limited Liability Company

☐ Partnership

☐ Joint Venture

☐ Corporation

☐ Other: _____

(Date)

(Signature)

(Name and Title Printed)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids to **Add Shoulder Aggregate to Existing Shoulders** in **REGION 2**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on April 4, 2018 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Provide a Shoulder Machine with an operator to add MaineDOT supplied aggregate to existing shoulders behind the LCP operations.

Location: In Region 2

Outline of Work: Provide and operate a shoulder machine on designated roads, and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the Schedule of Items, Plan Holders List, written portions of bid amendments, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207) 624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Augusta. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m., or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bond, performance bond or payment bond required.

Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, price \$10 [\$15 by mail]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
March 14, 2018



BRIAN T. BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/> . It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

SCHEDULE OF ITEMS

Contractor: _____

Item Description	Approximate Quantity and Units	Unit Price	Bid Amount
Shoulder Machine with Operator Bristol Area	100 hours		
Shoulder Machine with Operator Albion Area	60 hours		
Total Bid for all Items			

Bidders are required to bid all Items.

The Department will reject bids if any one of the following occurs:

- the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- the Bid is not signed, or
- a required unit price or bid amount is not provided or is illegible.

Do not make handwritten changes to the bid documents.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions. For a related provision see Standard Specification and Special Provision, Section 102.11 – Bid Responsiveness.

Print Respondent's Name and Title

Signature

Date

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

_____ (**Contractor**)
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 to **Add Shoulder Aggregate to Existing Shoulder** in **Region 2**, 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 **October 31, 2018**. 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 that the amount of this offer is

\$ _____ .

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 and Contract Agreement. 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 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 and Contract Agreement contained herein for construction of:

Add Shoulder Aggregate to Existing Shoulder in Region 2,

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 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: 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.

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

Fourth: 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

Witness

(Name and Title Printed)

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

_____ (**Contractor**)
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 to **Add Shoulder Aggregate to Existing Shoulder** in **Region 2**, 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 **October 31, 2018**. 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 that the amount of this offer is

\$ _____ .

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 and Contract Agreement. 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 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 and Contract Agreement contained herein for construction of:

Add Shoulder Aggregate to Existing Shoulder in Region 2,

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 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: 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.

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

Fourth: 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

Witness

(Name and Title Printed)

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 (Name of the firm bidding the job) (Contractor) a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job).

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. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, 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 November 15, 2006. 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 that the amount of this offer is

(Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)

\$ (repeat bid here in numerical terms, such as \$102.10) .

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. 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 November 2014 Edition (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, and Contract Agreement contained herein for construction of:

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay

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 if this offer is accepted by the Government in writing.

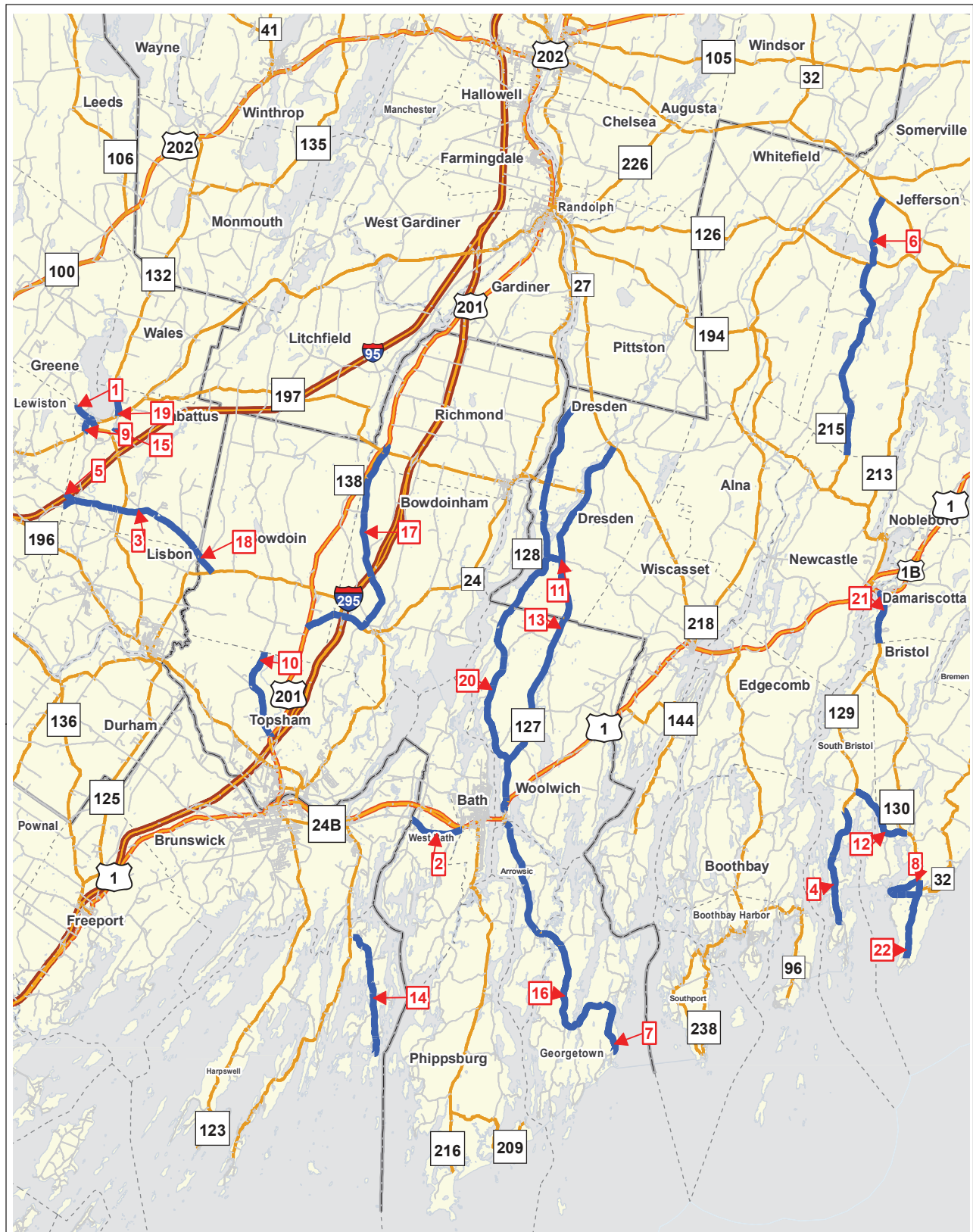
As Offeror also agrees:

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: 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.

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

Fourth: 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.



Legend

- Interstate
- US Routes
- State Routes
- Public Roads
- Regions
- State
- County
- Town
- Light Capital Paving

REGION 2 MAINE DEPARTMENT OF TRANSPORTATION LIGHT CAPITAL PAVING, Bristol Area 2018 LCP



Date: 10/20/2017



Hot Maintenance Mulch (HMM) Access file

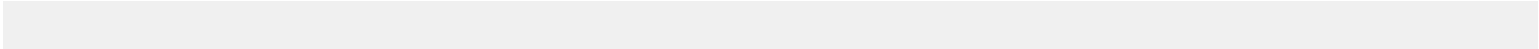
Bristol		AREA	LIGHT CAPITAL PAVING (LCP)		REGION:	2	
PIN	Map ID	TOWNS	ROUTE	Project Description	MILES	Tons	Mix Type
22094.00 2018		Topsham	Meadow Rd	Meadow Road, Beginning at Route 201 extending, northerly to the Bowdoin town line	3.41	1705	
	LAT		LNG				
22094.00 2018		Sabattus, Lisbon	Crowley/Bowdoinham Rds	Crowley/Bowdoinham Roads, From the Lewiston TL easterly, to the Bowdoin TL.	5.66	2830	
	LAT		LNG				
22094.00 2018		Sabattus	High & Greene Sts	High & Greene Streets, From the jct of Rte 9 northerly, to the Greene TL, inc pvd shldrs.	1.03	515	
	LAT		LNG				
22094.00 2018		Sabattus	132	Route 132, From the jct of Rte 9 northerly, to the Wales TL.	1.00	500	
	LAT		LNG				
22094.00 2018		Sabattus	Grove St	Grove Street, From the jct of Crowley Rd westerly, to the Lewiston TL.	0.42	210	
	LAT		LNG				
22094.00 2018		Sabattus	Pleasant Hill Rd	Pleasant Hill Rd, Beginning .15 miles northerly of Rte 9 and extending northerly .17 miles to a point .03miles south of Upper Stage Road.	0.17	85	
	LAT		LNG				
22094.00 2018		Sabattus	Main St.	Main St., Beginning at the Jct. of RTE.9 and extending .55 miles to High Street	0.55	275	
	LAT		LNG	0.000000			
22094.00 2018		Bowdoin	Store Road	Store Road, Beginning at the JCT.of RTE.125 and extending .8 miles to the Lisbon Town Line	0.80	400	
	LAT		LNG	0.000000			
22094.00 2018		Harpwell	Cundys Harbor Rd	Cundy's Harbor Road, Beginning at Cundy's Point Road extending, northerly to Route 24.	4.60	2300	
	LAT		LNG				

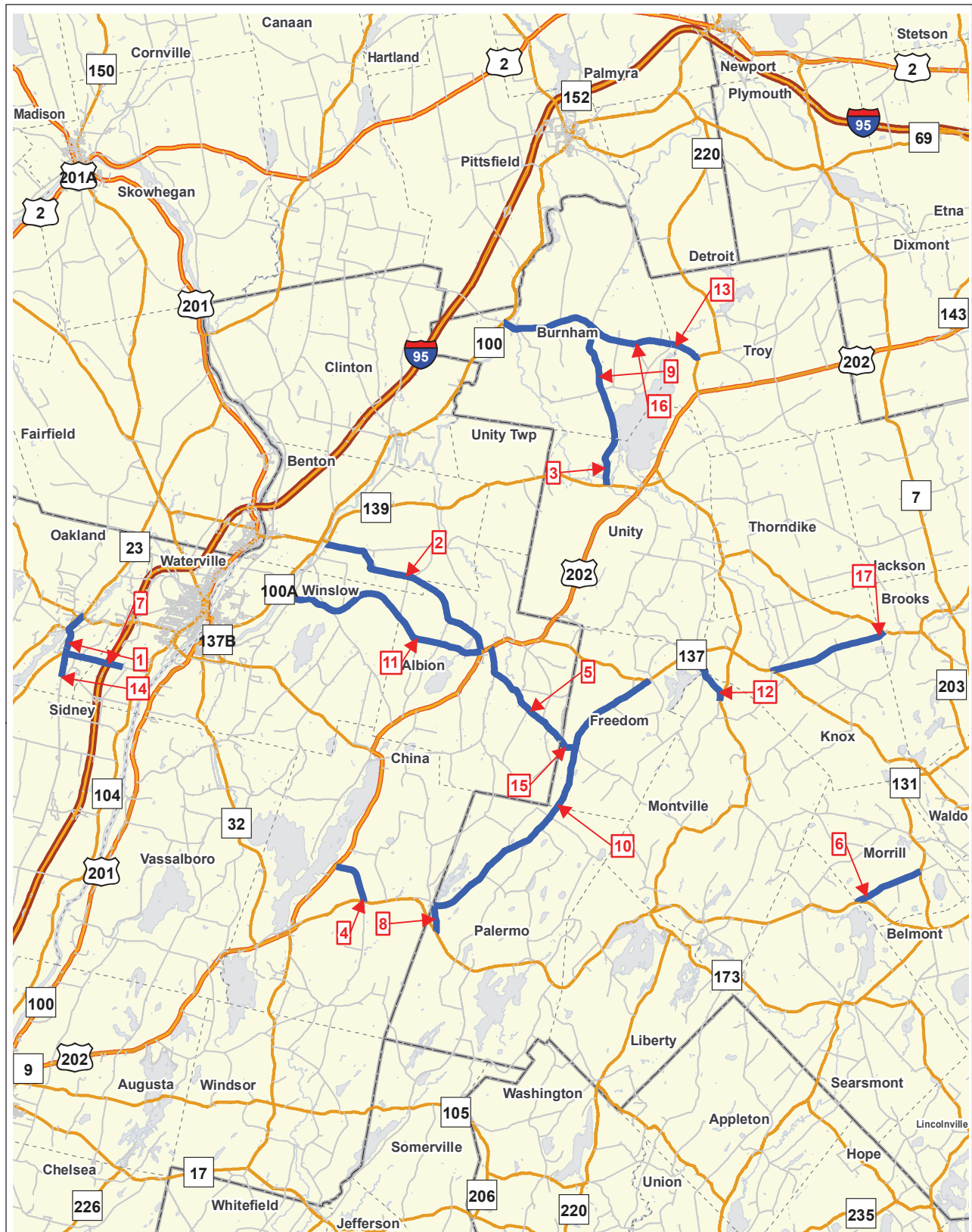
Hot Maintenance Mulch (HMM) Access file

22094.00 2018	West Bath	State Road	State Road, Beginning at the Brunswick town line extending, easterly to the Bath town line.	2.00	1000
	LAT	LNG			
22094.00 2018	Arrowsic, Georgetown	127	Rte. 127, Beginning at the intersection of Five Islands Road extending north to the woolwich town line	10.16	5080
	LAT	LNG 0.000000			
22094.00 2018	Dresden	Indian Rd	Indian Rd, Beginning at the Intersection of route 128 and extending to the intersection of route 127	0.54	270
	LAT	LNG 0.000000			
22094.00 2018	Dresden, Woolwich	127	Rte. 127, Beginning at the intersection of Rte. 27 and extending southly to the intersection of Rte. 1	14.70	7350
	LAT	LNG 0.000000			
22094.00 2018	Dresden, Woolwich	128	Rte. 128, Beginning at the intersection of Rte. 127 and extending to the intersection of Rte. 27	15.20	7600
	LAT	LNG 0.000000			
22094.00 2018	Georgetown	Seguinland Rd	Seguinland Rd, Beginning at the intersection of Five Islands Road and extending south 2.11 miles	2.11	1055
	LAT	LNG 0.000000			
22094.00 2018	Bristol	130	Rte. 130, Beginning at the intersection of Huddle Road and extending 2.96 miles south	2.96	1480
	LAT	LNG 0.000000			
22094.00 2018	South Bristol	129	Rte. 129, Beginning at the intersection Middle Rd. and State route 129 and extending north 4.48 miles	4.48	2240
	LAT	LNG 0.000000			
22094.00 2018	South Bristol, Bristol	Harrington Road	Harrington Road, Beginning at the intersection of Route 129 and extending 2.8 miles to Route 130	2.80	1400
	LAT	LNG 0.000000			
22094.00 2018	Damariscotta	129	Rte.129, Beginning at Main Street and extending south 1.91 miles to Bristol Town Line	1.91	955
	LAT	LNG 0.000000			

Hot Maintenance Mulch (HMM) Access file

22094.00	Jefferson	215	Rte. 215, Beginning at the Newcastle/Jefferson town line and extending north to route 32	10.12	5060
2018					
LAT		LNG	0.000000		
22094.00	Richmond, Bowdoinham, Bowdoin	138	Post Road, Beginning at the intersection of Route 201 and 138 in Bowdoin and extending Northerly to the intersection of 138 and 201 in Richmond	9.48	4740
2018					
LAT		LNG	0.000000		
22094.00	Bristol	Huddle/Snow Ball Hill Road	Huddle/Snow Ball Hill Road, Beginning at the intersection of Bristol Road and extending 2.2 miles to Bristol Road	2.20	1100
2018					
LAT		LNG	0.000000		
				<i>total miles</i>	<i>total tons</i>
				96.30	48150





Legend

- Interstate — State
- US Routes — County
- State Routes - - - Town
- Public Roads — Light Capital Paving
- Regions

REGION 2 MAINE DEPARTMENT OF TRANSPORTATION LIGHT CAPITAL PAVING, ALBION AREA 2018 LCP



Date: 12/1/2017



Hot Maintenance Mulch (HMM) Access file

Albion		AREA	LIGHT CAPITAL PAVING (LCP)			REGION:	2
PIN	Map ID	TOWNS	ROUTE	Project Description	MILES	Tons	Mix Type
22092.00 2018		Burnham	Troy Rd	Troy Rd, Beginning at the jct. of Rte. 11/100 proceeding 6.08 miles to the Troy town line.	6.08	3040	
	LAT		LNG				
22092.00 2018		Winslow, Albion	Albion/Winslow Rds	Albion/Winslow Rd, Beginning at the junction of Garland Rd, extending easterly, to the jct of Rte 202/9.	7.53	3765	
	LAT		LNG				
22092.00 2018		Palermo, Freedom	North Palermo Rd	North Palermo Rd, Beginning at the intersection with Branch Mills Road extending northerly to, the intersection with Rte 137.	11.12	5560	
	LAT		LNG				
22092.00 2018		Benton, Albion	Albion/Benton Rds	Albion/Benton Rds, Beginning at the Falls Road, extending easterly 7.05 miles, to the intersection of Rte. 9 Albion.	7.05	3525	
	LAT		LNG				
22092.00 2018		Palermo	Old Rte 3	Branch Mills Rd., Beg at the intersection of Rte 3 Palermo, to the Palermo/China T/L	0.91	455	
	LAT		LNG				
22092.00 2018		Albion, Freedom	S. Freedom Rd.	S. Freedom Rd., Beginning at the Albion/Freedom town line Extending Northwestly 4.15 miles to the Junction of route 202	4.15	2075	
	LAT		LNG				
22092.00 2018		Burnham	S. Horseback Rd.	S. Horseback Rd., Beginning at the Unity/Burnham town line, extending, northerly 3.99 miles to the junction of the Troy Rd.	3.99	1995	
	LAT		LNG				
22092.00 2018		Montville, Freedom	Freedom Pond Rd/Pleasant St	Freedom Pond Rd/ Pleasant St, Beginning at the intersection of Rte.220 Extending north to the intersection of Rte. 137	1.96	980	
	LAT		LNG				
22092.00 2018		Unity	Prairie Rd	Prairie Rd, Beginning at the Burnham Town Line and extending South to the Intersection of Rte. 139	1.67	835	
	LAT		LNG				

Hot Maintenance Mulch (HMM) Access file

22092.00	China	Alder Park Road	Alder Park Road, Beginning at the Jct. of Route 202 and extending 1.72 miles South to the junction of Route 3	1.72	860
2018					
	LAT		LNG	0.000000	
22092.00	Morrill	Higgins Hill Rd	Higgins Hill Rd, Beginning at the Intersection of Rte. 3 and extending Easterly to Rte. 131	2.36	1180
2018					
	LAT		LNG	0.000000	
22092.00	Oakland	Middle Rd	Middle Rd, Beginning at the intersection of Trafton Rd and extending North to the intersection of Route 23	1.00	500
2018					
	LAT		LNG	0.000000	
22092.00	Oakland	23	Water Street/Libby Hill Rd, Beginning at the intersection of Pond Road and extending Northerly to the intersection of Route 11	1.36	680
2018					
	LAT		LNG	0.000000	
22092.00	Knox, Brooks	Webb Road	Webb Road, Beginning at the intersection of Rte, 137 and extending easterly 4.02 miles to Rte. 139	4.02	2010
2018					
	LAT		LNG	0.000000	
22092.00	Freedom	Albion Road	Albion Road, Beginning at the Albion Town Line and extending to the N. Palermo Rd.	0.60	300
2018					
	LAT		LNG	0.000000	
22092.00	Oakland, Waterville	Webb Road	Webb Road, Beginning at the junction of Middle Road and Webb Road, Extending East 1.97 miles to the Compact Line	1.97	985
2018					
	LAT		LNG	0.000000	
22092.00	TROY	BURNHAM ROAD	BURNHAM ROAD, BEGINNING AT THE BURNHAM TOWN LINE AND EXTENDING TO 220	1.07	535
2018					
	LAT		LNG	0.000000	
				<i>total miles</i>	<i>total tons</i>
				58.56	29280

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

1. The Contractor will commence Work on or about May 21, 2018.
2. The specified Contract Completion date is October 31, 2018.
3. A preconstruction meeting is required to coordinate scheduling of material delivery, Contractor's equipment and personnel, and MaineDOT equipment and personnel.
4. Once operations commence, Work will continue until an agreed upon time by both the Department and the Contractor. The intent is to back up shoulders for an estimated three (3) weeks in the Bristol Area, take one (1) to three (3) weeks off, then begin again and back up shoulders for another two (2) weeks in the Albion Area.
5. Typical hours to be worked are 7:00 am to 5:00 pm Monday through Thursday and 7:00 am to 3:00 pm Friday. Factors may change these hours such as breakdowns, inclement weather, or completion of backing up a road early.
6. No work will be required on Saturdays and Sundays and Holidays.
7. Mark Sawyer will be the Department's Representative for scheduling the work. His number is 441-2548. He will give the Contractor two weeks' notice prior to work starting.

SPECIAL PROVISION
SECTION 108
PAYMENT
(Invoices and Payment)

The Contractor shall submit an itemized invoice to the Department for services monthly and at the completion of the Work or as otherwise noted in the Contract documents for approval and payment.

At a minimum, invoices shall be on a Contractor's letterhead and shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Period during which Work was performed
- Description and Location of Work or Service
- Quantities at the Prices contained in the Contractor's Bid
- Extra Work agreed to by written Contract Modification
- Total amount due

The Department will make payments based upon approved complete and correct invoices for accepted Work invoiced at bid prices. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices,
- B. Defective Work or non-conforming Work,
- C. Damages for Non-conforming, Defective or Unauthorized Work or Equipment,
- D. Damage to a third party,

- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. Failure to submit Documentation
- I. All other causes that the Department reasonably determines negatively affect the State's interest.
- J. Repetitive Breakdowns
- K. Equipment rejected due to condition

Upon receipt and approval of the itemized invoice submitted by the Contractor the Assignment will be considered Physically Complete and Finally Accepted. Within 30 days of the acceptance of the invoice, the Contractor shall provide the All Bills Paid Letter.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

**SPECIAL PROVISIONS
SHOULDER REHABILITATION
ADD SHOULDER AGGREGATE TO EXISTING SHOULDER**

Description This work shall consist of placing shoulder aggregate on existing shoulders. Designated locations are as stated in the bid documents and will follow the LCP operations performed under a separate contract. MaineDOT will furnish and deliver the shoulder aggregate. MaineDOT will grade and compact the new shoulder aggregate.

Equipment The equipment specifications and terms are as follows:

- Shoulder Machine will be a self-propelled
- Shoulder Machine will have automation
- Minimum 4' hydraulic strike off extension
- Receiving hopper shall be not less than 8.5 ft.
- Hopper capacity shall be not less than 2 cubic yards
- Screed shall have hydraulic grade and slope control

Schedule The Contactor shall coordinate with the MaineDOT to provide and operate the equipment in conjunction with MaineDOT crews and equipment. The MaineDOT will notify the Contractor at least two weeks prior to the projected work scheduled unless circumstances require a more immediate response.

Performance The MaineDOT reserves the right, at the time of delivery, to inspect the equipment and reject because of condition. If rejected, the Contractor shall replace the equipment with another acceptable, equivalent unit. Condition deficiencies may include, but are not limited to, equipment with more than 10,000 hours, equipment that is not OSHA compliant, or equipment with leaks that can get to the pavement, ground or into water bodies. In the case of repetitive breakdowns during operation or if a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the MaineDOT, the Contractor shall repair the equipment or replace the equipment with another acceptable, equivalent unit. Defect repairs shall begin within 4 hours and be completed in no more than 8 hours, unless waived by Maine DOT.

Operators shall be familiar with the work being performed and have sufficient skill and experience to perform the Contract Work properly. Operators determined by the MaineDOT to be below normal acceptable standards of production or workmanship shall be replaced with acceptable operators immediately. At a minimum, operators shall have sufficient experience, as determined by the Department, within the last five years performing applicable work and performing work in or adjacent to traffic, instream, or as otherwise required. Operators shall have sufficient general knowledge of the related laws, regulations, specifications and practices to make informed decisions regarding compliance. Contractors may be required to demonstrate to the Department's satisfaction that the operator meets the requirements set forth in this contract and is qualified to perform the work.

If, a Contractor furnishes unsatisfactory equipment or operator, the MaineDOT may issue a written warning. If the Contractor subsequently furnishes unsatisfactory equipment or operator, the MaineDOT reserves the right to immediately terminate the Contract by written Notice of Termination.

Documentation The Contractor shall be required to complete a Daily Rental Report, and must attest to the accuracy of the quantity of equipment, and duration of use. This Report must be signed by a MaineDOT representative and remain on site. If no Report is completed, accepted quantities of equipment rental will be determined by the MaineDOT.

Measurement and Payment Adding Shoulder Aggregate to Existing Shoudlers will be measured by the hour to the nearest ¼ hour. Time spent moving to and from the site and servicing and maintaining equipment will not be measured for payment. Work will be measured for payment beginning no earlier than the show up time directed by the MaineDOT and end when Work is done for the day. If scheduled Work is not cancelled prior to 5 pm on the preceding day, the MaineDOT may pay the Contractor for 2 hours for showing up. The accepted quantities of work hours will be paid for at the contract unit price per hour, with no additional payment for overtime.

Award and Contracting After Bid Opening and as a condition for Award of a Contract, the MaineDOT may require an Apparent Successful Bidder to demonstrate to the MaineDOT's satisfaction that the Bidder is responsible and qualified to perform the Work and that the equipment is acceptable to the MaineDOT.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

SPECIAL PROVISION SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Project or Work location, Title, and the words "Bid Enclosed". As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract Agreement, Offer, and Award form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

"The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.

102.11.2 Curable Bid Defects Add the following after 102.11.2 E:

"F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive."

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

Amend this Section by adding the following:

“103.1a Tie Bids - In the case where two responsive bids from responsible bidders are equal monetarily, the Department shall determine the apparent low bidder by flipping a coin. The coin shall have sides clearly marked as heads and tails. The contractor whose first letter in their official company name that comes first in the alphabet shall be heads.

If there are three bids, each bidder will flip the coin and the bidder with the odd toss will be the winner. (i.e. if the results are two heads and a tails, the bidder who had tails is the winner). For a three way tie, bidders may flip their own coin or have the Contracts Engineer flip for them.

The coin flip will occur at the next bid opening by the Contracts and Specifications Engineer or a designee. The tied bidders may attend the coin flip in person or watch on the internet as they choose.”

In 103.3.2 Notice of Determination Revise this section by removing sections A – M and replacing with the following A - K:

- A. Default(s) or termination(s) on past or current Contracts.
- B. Failure on past or current Contracts to pay or settle all bills for labor, Materials or services; failure to comply with directives of the Department, failure to fulfill warranty obligations; or failure to provide Closeout Documentation.
- C. "Below Standard" performance as determined from the Department's Contractor's Performance Rating process.
- D. Insufficient bonding capability or inability of the Contractor to obtain or retain performance or Payment Bonds meeting MDOT requirements, or a pattern of unsupported Claims.
- E. Failure to accept an Award of a Contract made by the Department.
- F. Failure to provide information requested by the Department in a timely manner.
- G. Debarment, suspension or a denial of prequalification or 'award of contract' by any federal, State, or local governmental procurement agency or the Contractor's Agreement to refrain from Bidding as part of the settlement with any such agencies or any of the reasons contained in Section 102.02 of the "Rules Regarding Debarment of Contractors", Maine Department of Transportation Register 17-229, Chapter 102 (October 2, 1985).
- H. Failure to demonstrate ability to do work to the satisfaction and at the sole discretion of the Department.

- I. Number of personnel working directly for the Contractor with applicable knowledge and experience is significantly below industry standards.
- J. Safety Record, Environmental Record, Civil Rights or Equal Opportunity Record significantly below industry standards.
- K. Serious misconduct that the Department reasonably determines will substantially and adversely affect the cost, quality or timeliness of Work, or the safety of Workers or the public, any deceptive, evasive or fraudulent statements or omissions contained in the Application, made or omitted at any interview or hearing, or otherwise made to or omitted from the Department; or any other substantial deficiencies in experience or conduct that are clearly below industry standards and that clearly demonstrate in the sole discretion of the Department, that the Contractor is “Not Qualified”.

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department’s Bureau of Maintenance & Operations.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed.”

SPECIAL PROVISION SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

104.4.3 Progress Meetings Delete the entire section 104.4.3.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.5 Compliance with Health and Safety Laws Remove the second paragraph of this subsection in its entirety and replace with:

“For related provisions, see Sections 105.2.3 – Project Specific Emergency Planning, 105.3 – Traffic Control and Management and 105.4 – Maintenance of work.”

105.3 Traffic Control and Management Delete the entire section and replace with the following:

The Department will provide traffic control.

105.8.1 Temporary Soil Erosion and Water Pollution Control Delete the entire section and replace with the following:

The Department will provide soil erosion and water pollution control.

SPECIAL PROVISION SECTION 107
TIME

Delete the entire section 107.4 (or the entire section 107) and replace with the following:

107.4.1 General Duty of Contractor The Contractor is responsible to respond in a timely manner and to coordinate with MaineDOT personnel to provide services.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING AND INSURANCE

110.3.2 Commercial General Liability Change the first sentence from: “...commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate” to “commercial general liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate”.

110.3.3 Automobile Liability Change the second sentence from: “... minimum limit of liability under this section shall be \$1,000,000.00 per occurrence” to “...minimum limit of liability under this section shall be \$400,000.00 per occurrence”.