

REGION 2

**ADD SHOULDER AGGREGATE TO EXISTING
SHOULDER**

SHOULDER MACHINE WITH OPERATOR ONLY

2019

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 for **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 March 27, 2019 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 operation.

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 6, 2019



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 Clinton Area	60 hours		
Shoulder Machine with Operator Richmond Area	120 hours		
Shoulder Machine with Operator Waldoboro Area	70 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 5, 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 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, 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

(Name and Title Printed)

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

_____**(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 5, 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 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, 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

(Name and Title Printed)

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 (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, WIN 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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, 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) 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, 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 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, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds 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 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.

Date

(Witness Sign Here)
Witness

CONTRACTOR

(Sign Here)
(Signature of Legally Authorized Representative of the Contractor)

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

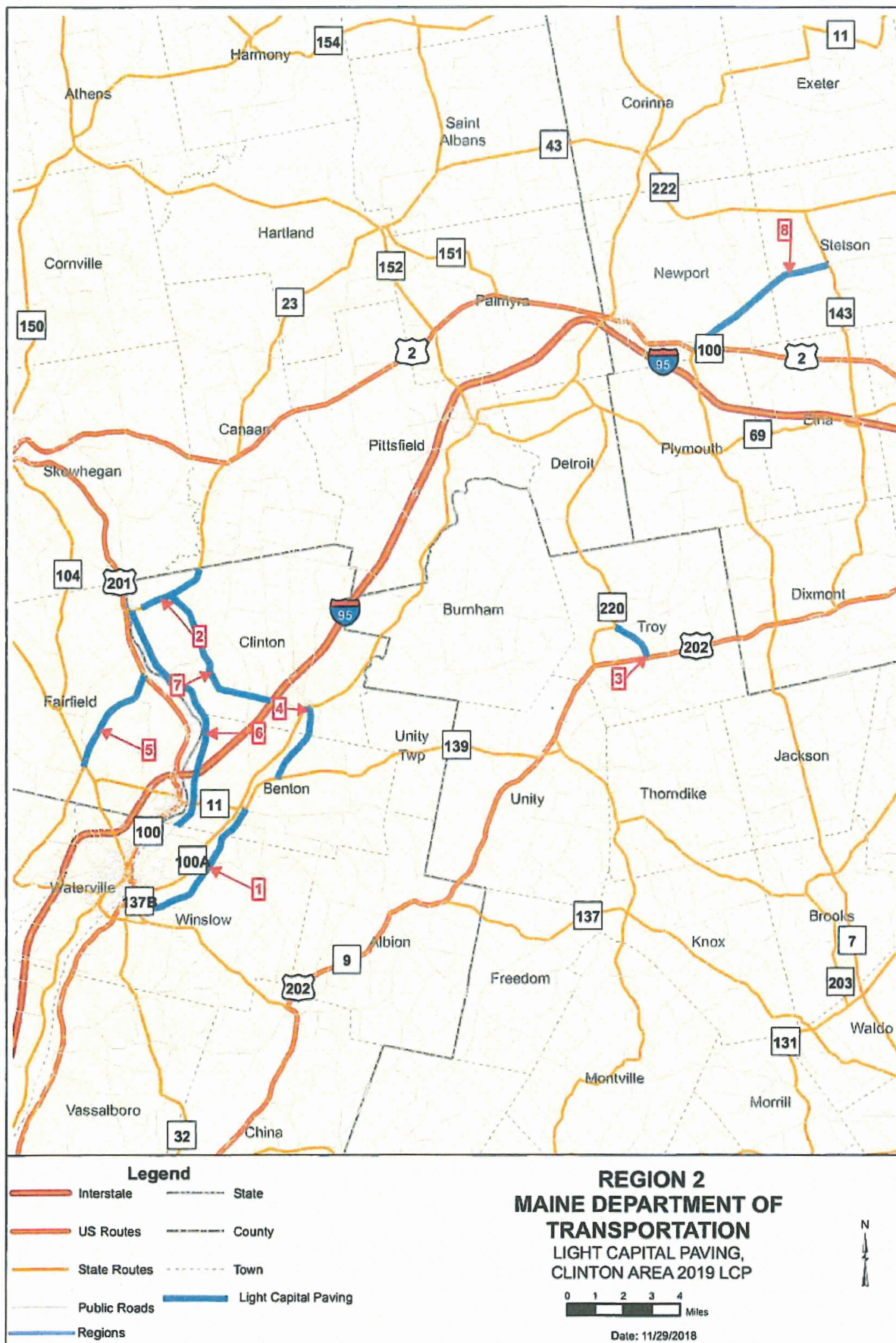
This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

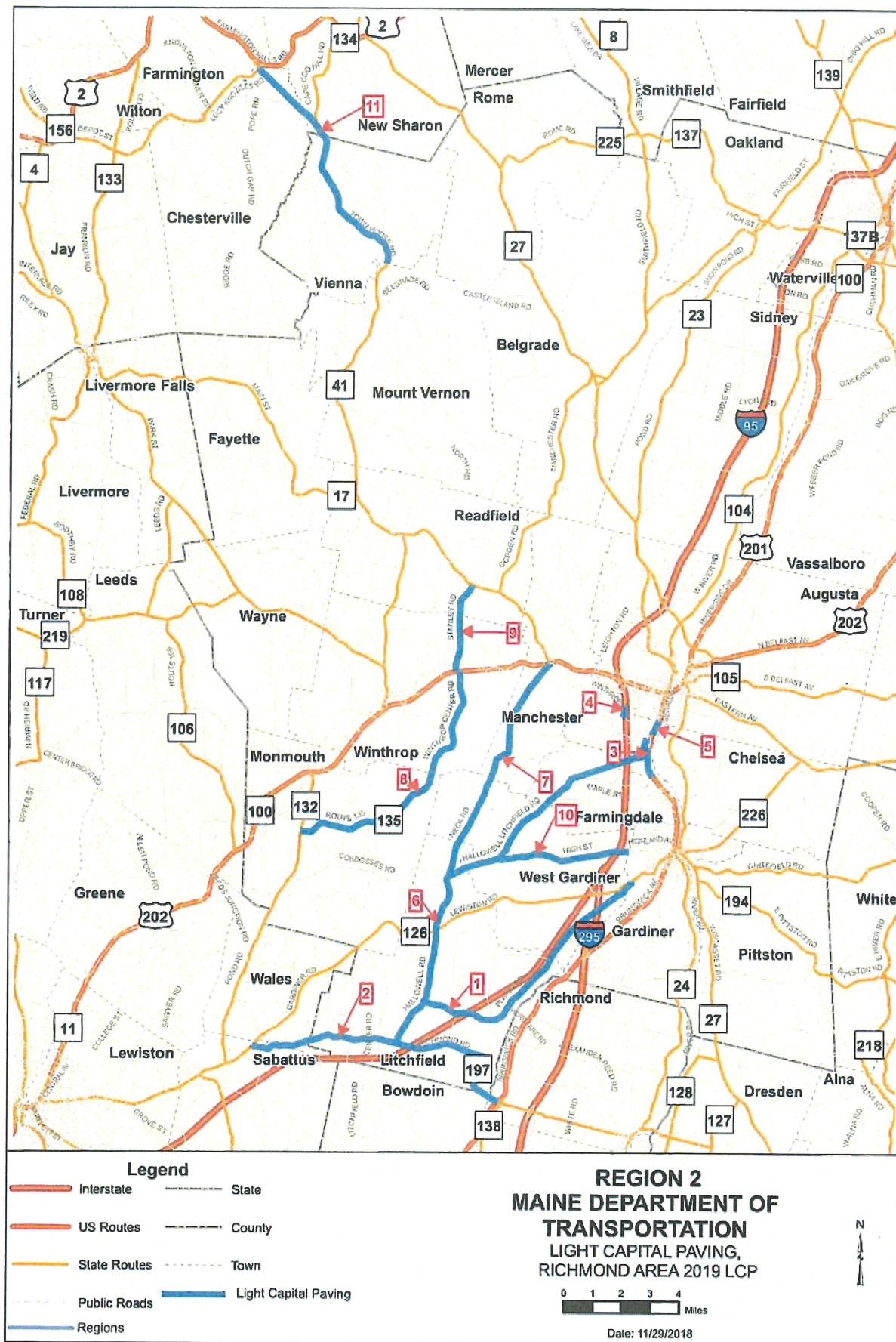
(Witness)



Hot Maintenance Mulch (HMM) Access file

Clinton		AREA	LIGHT CAPITAL PAVING (LCP)		REGION:	2	
PIN	Map ID	TOWNS	ROUTE	Project Description	MILES	Tons	Mix Type
023360.00 2019	4	Benton, Clinton	Gogan Rd-Pleasant St	Gogan Rd/Pleasant St, Beginning at Route 139 and extending north 3.00 miles to Route 11	3.00	1500	LCP
		LAT	LNG				
023360.00 2019	7	Clinton	Hinckley Rd	Hinckley Rd, Beginning at the interstate 95 southbound Exit 138 and extending west 5.67 miles	5.67	2835	LCP
		LAT	LNG				
023360.00 2019	2	Clinton	23	Rte 23, Beginning at River Road and extending northeast 2.52 miles	2.52	1260	LCP
		LAT	LNG				
023360.00 2019	1	Winslow	Garland Rd	Garland Rd, Beginning 0.67 of a mile east of China Road and extending north 5.00 miles to Sebasticook Bridge Road.	5.00	2500	LCP
		LAT	LNG				
023360.00 2019	5	Fairfield	23	Rte 23, Beginning at Route 104 and extending north 4.00 miles to route 201.	4.00	2000	LCP
		LAT	LNG				
023360.00 2019	6	Benton/Clinton	River Road	River Rd, Beginning at the Winslow town line extending north 8.84 miles to Route 23	8.84	4420	LCP
		LAT 44.583205	LNG -69.586097				
23360.00 2019	8	Newport, Stetson	East Newport Road	Beginning at Route 2, and extending northeast 5.80 miles to Route 143.	5.80	2900	LCP
		LAT	LNG				
023360.00 2019	3	Troy	Rogers Road	Rodgers Rd, Beginning at Route 9 and extending north 1.62 miles to Route 220	1.62	810	LCP
		LAT 0.000000	LNG 0.000000				
					total miles	total tons	
					36.45	18225	

[View Report w/o Z1](#)



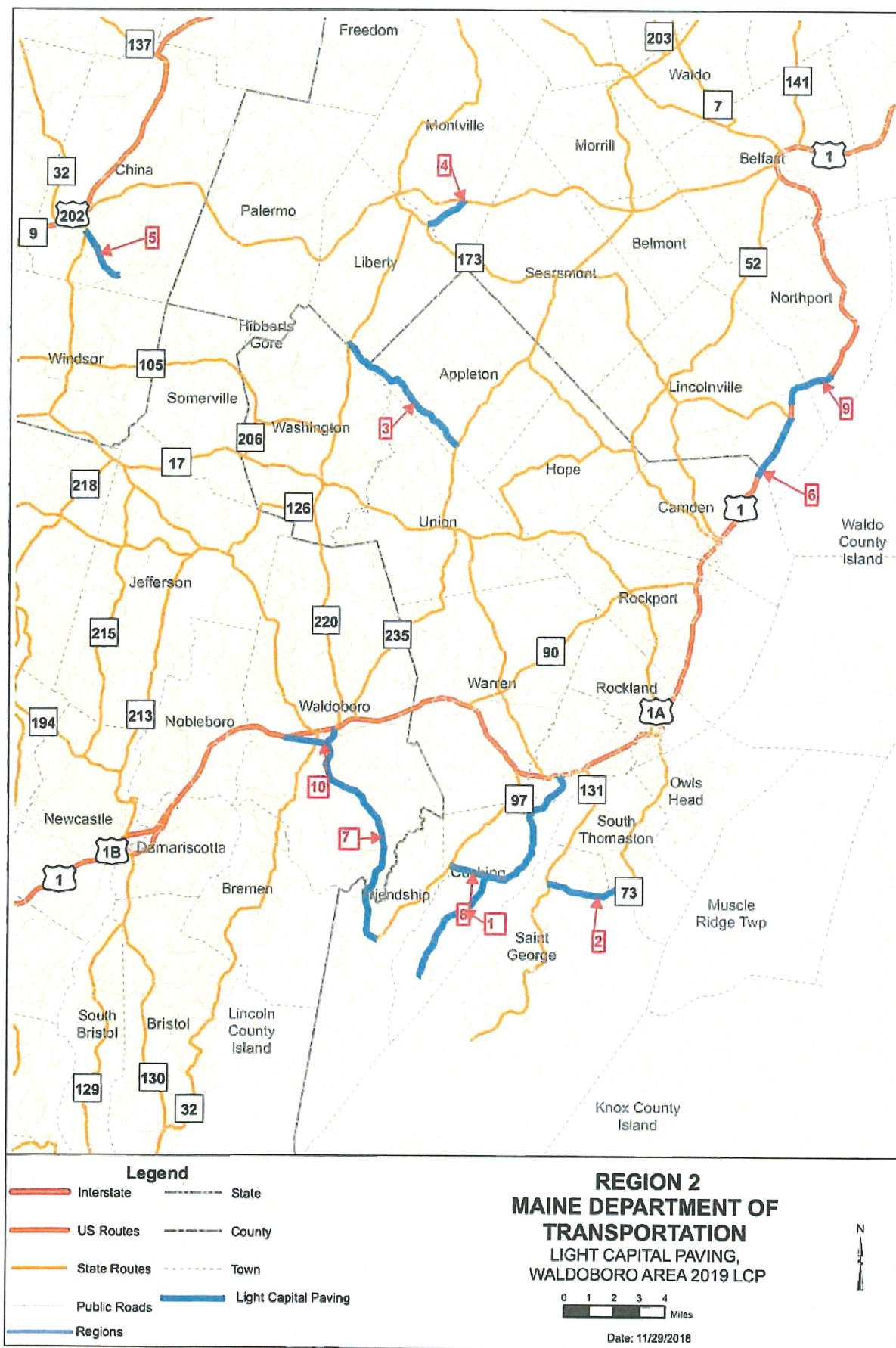
Hot Maintenance Mulch (HMM) Access file

Richmond		AREA	LIGHT CAPITAL PAVING (LCP)		REGION:	2	
PIN	Map ID	TOWNS	ROUTE	Project Description	MILES	Tons	Mix Type
023376.00 2019	7	Litchfield, West Gardiner, Manchester	Pond-Neck Rds	Pond\Neck Rd, Beginning at the Hallowell Litchfield Road and extending north 8.41 miles to Route 202	8.41	4205	LCP
		LAT	LNG				
023376.00 2019	10	West Gardiner	High St	High St, Beginning at the Hallowell Litchfield Road and extending east 4.71 miles to the Gardiner town line	4.71	2355	LCP
		LAT	LNG				
023376.00 2019	2	Litchfield, Bowdoin, Sabattus, Wales, Richmond	197	Rte 197, Beginning at Route 9 and extending east 10.53 miles to Route 201.	10.53	5265	LCP
		LAT	LNG				
023376.00 2019	6	Litchfield, Farmingdale, Hallowell, West Gardiner	Hallowell\Litchfield Rd	Hallowell\Litchfield Rd, Beginning at Route 197 and extending north 15.21 miles to the end of Middle Street, BRIDGE MILLING, BRIDGE #0490	15.21	7605	LCP
		LAT	LNG				
023376.00 2019	8	Monmouth, Winthrop	135	Rte 135, Beginning at Route 132 and extending north 9.67 miles to Route 202	9.67	4835	LCP
		LAT	LNG				
023376.00 2019	11	Vienna, New Sharon, Chesterville	41	Beginning at the Mount Vernon town line and extending, north 8.70 miles. BRIDGE MILLING, BRIDGE #2901, #2530	8.70	4350	LCP
		LAT	LNG				
023376.00 2019	1	Litchfield, Gardiner	Plains\Pond Rds	Plains\Pond Rds, Beginning at the Hallowell Road and extending northeast 9.54 miles to Route 9	9.54	4770	LCP
		LAT	LNG				
023376.00 2019	3	Hallowell	201	Rte 201, Beginning 0.23 of a mile north of Maple Street and extending north 1.06 of a mile., BRIDGE MILLING, BRIDGE #3158	1.06	530	LCP
		LAT 0.000000	LNG 0.000000				
023376.00 2019	9	Winthrop, Readfield	135	Rte 135, Beginning at Route 202 and extending north 3.15 miles	3.15	1575	LCP
		LAT 0.000000	LNG 0.000000				

Hot Maintenance Mulch (HMM) Access file

023376.00	5	Hallowell	201	Rte 201, Beginning 0.22 of a mile north of Winthrop Street and extending north 0.50 of a mile	0.50	250	LCP
2019							
		LAT	0.000000	LNG	0.000000		
023376.00	4	Hallowell	Whitten Rd	Whitten Rd, Beginning at Winthrop Street and extending north 0.41 miles	0.41	205	
2019							
		LAT	0.000000	LNG	0.000000		
					<i>total miles</i>	<i>total tons</i>	
					71.89	35945	

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Hot Maintenance Mulch (HMM) Access file

Waldoboro		AREA	LIGHT CAPITAL PAVING (LCP)			REGION:	2
PIN	Map ID	TOWNS	ROUTE	Project Description	MILES	Tons	Mix Type
023380.00 2019	6	Camden, Lincolnville	1	Rte 1, Beginning 0.30 of a mile south of Lincolnville town line and extending north 2.68 miles.	2.68	1340	LCP
		LAT	LNG				
023380.00 2019	1	Cushing, Thomaston	Pleasant Pt/River Rd	River Rd, Beginning at Route 1 and extending south 10.94 miles, BRIDGE MILLING, BRIDGE #2904, #0606	10.94	5470	LCP
		LAT	LNG				
023380.00 2019	10	Waldoboro	Old Rte 1/Main St	Old Rte 1, Beginning at Route 1 and extending east 1.70 miles to Friendship Road	1.70	850	LCP
		LAT	LNG				
023380.00 2019	7	Friendship, Waldoboro	220	Rte 220, Beginning at Route 97 and extending north 10.00 miles to Route 1	10.00	5000	LCP
		LAT	LNG				
023380.00 2019	2	South Thomaston, St. George	73	Rte 73, Beginning at Route 73 and extending west 3.41 miles to Route 131	3.41	1705	LCP
		LAT	LNG				
023380.00 2019	8	Cushing, Thomaston	Cross Rd	Cross Rd, Beginning at Route 97 and extending east 1.56 miles to Pleasant Point Road.	1.56	780	LCP
		LAT	LNG				
023380.00 2019	5	China	Weeks Mill Rd	Weeks Mill Rd, Beginning at Dirago Road and extending north 2.30 miles to Route 32	2.30	1150	LCP
		LAT	LNG				
023380.00 2019	3	Appleton, Liberty	105	Rte 105, Beginning 0.06 of a mile north of the Washington town line and extending east 6.21 miles	6.21	3105	LCP
		LAT	LNG				
023380.00 2019	4	Liberty, Montville	Trues Pond Rd	Trues Pond Rd, Beginning at Route 173 and extending north 1.79 miles to Route 3., BRIDGE MILLING, BRIDGE #2818	1.79	895	LCP
		LAT	LNG				

Hot Maintenance Mulch (HMM) Access file

023380.00	9	Lincolnvill,	1	Rte 1, Beginning 0.03 of a mile north of	2.25	1125
2019		Northport		Carver Lane and extending north 2.25		
				miles, BRIDGE MILLING, BRIDGE #2235		
LAT	0.000000	LNG	0.000000			
				<i>total miles</i>	<i>total tons</i>	
				42.84	21420	

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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 22, 2019.
2. The specified Contract Completion date is October 5, 2019.
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 during the following estimated time periods:
 - Clinton Area: May 22 to June 9
 - Richmond Area: June 20 to August 20
 - Waldoboro Area: September 3 to September 30
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 (207) 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 self-propelled
- 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
- Shoulder Machine will have automation
- Screed shall have hydraulic grade and slope control

Full automation will not be required if the operator can prove sufficient experience to fulfill the Department's requirements.

Schedule The Contractor 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 Shoulders will be measured by the hour to the nearest $\frac{1}{4}$ 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”.