



Paul R. LePage
GOVERNOR

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

March 9, 2011
Subject: **Livermore Falls & Jay**
Federal Project No: NH-1001(800)X
State PIN: 010018.00
Amendment No. 1

David Bernhardt
COMMISSIONER

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 15 thru 27) **REMOVE** the "SCHEDULE OF ITEMS", 13 pages dated 110218 and **REPLACE** with the attached new "SCHEDULE OF ITEMS", 14 pages dated 110308.

In the Bid Book (pages 28 thru 35) **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies (8 pages total) and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD", 2 copies (8 pages total).

In the Bid Book (pages 62 and 63) **REMOVE** "SPECIAL PROVISION, SECTION 108, PAYMENT, (Asphalt Escalator)" 2 pages dated January 24, 2011 and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 108, PAYMENT, (Asphalt Escalator)" 2 pages dated March 1, 2011

In the Bid Book, after page 96 **ADD** the attached "SPECIAL PROVISION, SECTION 401, HOT MIX ASPHALT PAVEMENTS, (Liquid Anti-Strip)" 1 page dated March 7, 2011.

In the Bid Book, after page 119 **ADD** the attached "SPECIAL PROVISION, SECTION 609, Curb" 1 page dated March 7, 2011.

In the Plans, SHEET NUMBER 8 OF 148, GENERAL NOTES, **CHANGE** note 20 to read as follows;

20. **"The 1.2 M or 2.1 M of circular curb type I required to be cut for a terminal curb section shall be paid for under item 609.2341 or item 609.2371, respectively."**

Make this change in pen and ink

The following questions have been received:

Question: There are "Test Pits" shown on sheets 16 through 37. Are these paid for by item 803.01?



PRINTED ON RECYCLED PAPER

Response: Yes.

Question: It appears that the 6-inch Gate Valves associated with the new hydrants are incidental to item 824.30. Is the 6-inch DI pipe also incidental or is it paid for under item 822.33?

Response: 150 mm valves are to be paid under item 823.331 and 150 mm DI pipe are to be paid under item 822.33.

Question: General Notes state that existing drainage that remains to be cleaned yet there is no bid item for "Culvert Cleaner", should there be?

Response: See new schedule of items.

Question: There appears to be a discrepancy in the Notice to Contractors vs the Contract Agreement. The Notice to Contractors references "Livermore Falls – Jay" whereas the Contract references "Livermore – Jay". Please advise which one is correct as we have a client requesting a bid bond.

Response: Livermore Falls is correct, please see the above change.

Question: Should the quantity for 603.175, 450 mm RCP Class III be about 200 meters larger?

Response: See new schedule of items.

Question: Flagger rates are not listed on the wage sheet, is this a mistake or have they not been established yet?

Response: It is the responsibility of the Contractor to obtain wage rates for unlisted work classifications per 29CFR 5.5 (a) (1) (ii).

Question: Note 1 in the Spec. Prov. Sect. 403 – has a choice of 58-28 or 64-28 PGAB to be treated with an "approved" anti-strip. Does the Department have a list of approved liquid anti-strip products?

Response: Please see attached Special Provision Section 401, Hot Mix Asphalt Pavements, (Liquid Anti-Strip).

Question: Note 1 states the PG binders shall be unmodified and treated with 0.5 percent anti-strip by weight of asphalt binder used. Does this mean the Department wants a neat asphalt prior to adding the anti-strip?

Response: Please see attached Special Provision Section 401, Hot Mix Asphalt Pavements, (Liquid Anti-Strip).

Question: Note 1 states “change to the PGAB grading must be approved by the Department prior to change” – please clarify what this is referring to?

Response: Please see attached Special Provision Section 401, Hot Mix Asphalt Pavements, (Liquid Anti-Strip).

Question: Are the required labor rates for the sewer and water work different from the highway work?

Response: There is one wage schedule for the entire contract

Question: From sheet 5 it seems that the bid quantity of 30M for item 603.175 is significantly low. Should the bid quantity change?

Response: See new schedule of items.

Consider these changes and information prior to submitting your bid on March 16, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford", written over a horizontal line.

Scott Bickford
Contracts & Specifications Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010018.00

PROJECT(S): NH-1001(800)E

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 PROJECT ITEMS						
0010	201.11 CLEARING	0.100 HA				
0020	201.23 REMOVING SINGLE TREE TOP ONLY	10.000 EA				
0030	201.24 REMOVING STUMP	10.000 EA				
0040	202.08 REMOVING BUILDING NO.: 1	LUMP	LUMP			
0050	202.08 REMOVING BUILDING NO.: 2	LUMP	LUMP			
0060	202.11 REMOVING PORTLAND CEMENT CONCRETE PAVEMENT	50.000 M2				
0070	202.15 REMOVING MANHOLE OR CATCH BASIN	35.000 EA				
0080	202.191 REMOVING EXISTING PIPE	LUMP	LUMP			
0090	203.20 COMMON EXCAVATION	23710.000 M3				
0100	203.21 ROCK EXCAVATION	500.000 M3				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	203.213 SHATTER SOLID ROCK SUBGRADE	1000.000 M2				
0120	203.214 EXPLORATORY DRILLING	100.000 M				
0130	203.2312 HEALTH AND SAFETY PLAN	LUMP	LUMP			
0140	203.2333 DISPOSAL OF SPECIAL EXCAVATION	1460.000 MG				
0150	203.26 GRAVEL BORROW	100.000 M3				
0160	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	430.000 M3				
0170	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	400.000 M3				
0180	304.09 AGGREGATE BASE COURSE - CRUSHED	4960.000 M3				
0190	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	12030.000 M3				
0200	403.207 HOT MIX ASPHALT 19.0 MM NOMINAL MAX SIZE	8370.000 MG				
0210	403.208 HOT MIX ASPHALT 12.5 MM, SURFACE	3080.000 MG				

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			DOLLARS	CTS	DOLLARS	CTS
0220	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	1750.000 MG				
0230	409.15 BITUMINOUS TACK COAT APPLIED	3800.000 L				
0240	518.60 REPAIR OF VERTICAL SURFACES < 200 MM	40.000 M2				
0250	525.326 FIELD STONE RETAINING WALL	25.000 M2				
0260	603.155 300 MM RCP CLASS III	294.000 M				
0270	603.165 375 MM RCP CLASS III	107.000 M				
0280	603.175 450 MM RCP CLASS III	236.000 M				
0290	603.195 600 MM RCP CLASS III	115.000 M				
0300	603.205 750 MM REINFORCED CONCRETE PIPE CLASS III	147.000 M				
0310	603.215 900 MM REINFORCED CONCRETE PIPE CLASS III	82.000 M				
0320	604.072 CATCH BASIN TYPE A1-C	61.000 EA				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	604.077 1800MM CATCH BASIN TYPE A1-C	5.000 EA				
0340	604.092 CATCH BASIN TYPE B1-C	21.000 EA				
0350	604.096 1500 MM CATCH BASIN TYPE B1-C	4.000 EA				
0360	604.15 MANHOLE	10.000 EA				
0370	604.153 1500 MM MANHOLE	2.000 EA				
0380	604.154 1800 MM MANHOLE	1.000 EA				
0390	604.16 ALTERING CATCH BASIN TO MANHOLES	1.000 EA				
0400	604.246 CATCH BASIN TYPE F5	2.000 EA				
0410	604.248 CATCH BASIN TYPE F6	1.000 EA				
0420	605.09 150 MM UNDERDRAIN TYPE B	941.000 M				
0430	605.11 300 MM UNDERDRAIN TYPE C	876.000 M				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0440	605.12 375 MM UNDERDRAIN TYPE C	270.000 M				
0450	605.13 450 MM UNDERDRAIN TYPE C	250.000 M				
0460	605.15 600 MM UNDERDRAIN TYPE C	228.000 M				
0470	605.17 750 MM UNDERDRAIN TYPE C	85.000 M				
0480	605.18 900 MM UNDERDRAIN TYPE C	40.000 M				
0490	606.24 GUARDRAIL TYPE 3D - SINGLE RAIL	10.000 M				
0500	606.78 LOW VOLUME GUARDRAIL END - TYPE 3	1.000 EA				
0510	607.163 CHAIN LINK FENCE - 1.2 METER P.V.C. COATED	220.000 M				
0520	608.08 REINFORCED CONCRETE SIDEWALK	120.000 M2				
0530	608.26 CURB RAMP DETECTABLE WARNING FIELD	30.000 M2				
0540	609.11 VERTICAL CURB TYPE 1	1984.000 M				

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			DOLLARS	CTS	DOLLARS	CTS
0550	609.113 VERTICAL CURB TYPE 1 - 300 MM REVEAL	50.000 M				
0560	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	210.000 M				
0570	609.234 TERMINAL CURB TYPE 1 - 1.2 METER	43.000 EA				
0580	609.2341 TERMINAL CURB TYPE 1 - 1.2 M CIRCULAR	13.000 EA				
0590	609.237 TERMINAL CURB TYPE 1 - 2.1 METER	197.000 EA				
0600	609.2371 TERMINAL CURB TYPE 1- 2.1M - CIRCULAR	46.000 EA				
0610	609.31 CURB TYPE 3	700.000 M				
0620	610.08 PLAIN RIPRAP	40.000 M3				
0630	615.07 LOAM	820.000 M3				
0640	618.1301 SEEDING METHOD NUMBER 1 - PLAN QUANTITY	82.000 UN				
0650	619.1201 MULCH - PLAN QUANTITY	82.000 UN				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0660	620.54 STABILIZATION GEOTEXTILE	1800.000 M2				
0670	621.126 SMALL DECIDUOUS TREES (1800 MM - 2400 MM) GROUP A	5.000 EA				
0680	621.138 SMALL DECIDUOUS TREE (40 MM - 50 MM CALIPER) GROUP A	5.000 EA				
0690	621.268 LARGE DECIDUOUS TREE (45 MM - 50 MM CALIPER) GROUP B	5.000 EA				
0700	621.401 DWARF EVERGREENS (600 MM - 750 MM) GROUP A	36.000 EA				
0710	621.523 BAYBERRY (375 MM - 450 MM)	36.000 EA				
0720	621.54 DECIDUOUS SHRUBS (450 MM - 600 MM) GROUP A	31.000 EA				
0730	621.80 ESTABLISHMENT PERIOD	LUMP	LUMP			
0740	626.11 PRECAST CONCRETE JUNCTION BOX: _____	5.000 EA				
0750	626.22 NON-METALLIC CONDUIT	190.000 M				
0760	626.31 450 MM FOUNDATION	5.000 EA				

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			DOLLARS	CTS	DOLLARS	CTS
0770	626.331 900 MM FOUNDATION	2.000 EA				
0780	626.35 CONTROLLER CABINET FOUNDATION	1.000 EA				
0790	627.733 100 MM WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	6860.000 M				
0800	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	500.000 M2				
0810	627.76 TEMPORARY PAVEMENT MARKING LINE, WHITE OR YELLOW	LUMP	LUMP			
0820	629.05 HAND LABOR, STRAIGHT TIME	100.000 HR				
0830	631.10 AIR COMPRESSOR (INCLUDING OPERATOR)	50.000 HR				
0840	631.11 AIR TOOL (INCLUDING OPERATOR)	50.000 HR				
0850	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	50.000 HR				
0860	631.14 GRADER (INCLUDING OPERATOR)	50.000 HR				
0870	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	50.000 HR				

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			DOLLARS	CTS	DOLLARS	CTS
0880	631.22 FRONT END LOADER (INCLUDING OPERATOR)	50.000 HR				
0890	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR				
0900	635.32 WET CAST SMALL LANDSCAPE BLOCK WALL	420.000 M2				
0910	636.29 RETAINING WALL STEPS	65.000 EA				
0920	639.18 FIELD OFFICE TYPE A	1.000 EA				
0930	642.17 CAST-IN-PLACE CONCRETE STEPS	10.000 M3				
0940	643.80 TRAFFIC SIGNALS AT MAIN / BRIDGE	LUMP	LUMP			
0950	643.83 VIDEO DETECTION SYSTEM	LUMP	LUMP			
0960	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	25.000 M2				
0970	645.306 FLEXIBLE REFLECTORIZED DELINEATOR	1.000 EA				
0980	652.33 DRUM	200.000 EA				

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			DOLLARS	CTS	DOLLARS	CTS
0990	652.34 CONE	200.000 EA				
1000	652.35 CONSTRUCTION SIGNS	100.000 M2				
1010	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	400.000 CD				
1020	652.38 FLAGGER	15000.000 HR				
1030	652.381 TRAFFIC OFFICER	50.000 HR				
1040	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	3.000 EA				
1050	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
1060	659.10 MOBILIZATION	LUMP	LUMP			
1070	660.21 ON-THE-JOB TRAINING (BID)	2000.000 HR				
1080	801.17 200 MM PVC SANITARY SEWER (SDR-35)	465.000 M				
1090	801.18 300 MM PVC SANITARY SEWER (SDR-35)	795.000 M				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1100	801.19 375 MM PVC SANITARY SEWER (SDR-35)	35.000 M				
1110	803.01 TEST PITS	9.000 EA				
1120	803.135 150MM SERVICE LATERAL	1050.000 M				
1130	803.17 REMOVE / ABANDON MANHOLE	27.000 EA				
1140	803.173 SEWER MANHOLE - 1.2M DIAMETER	28.000 EA				
1150	812.162 ADJUST SEWER MANHOLE TO GRADE	19.000 EA				
1160	822.33 150 MM CLASS 52 DI PIPE	180.000 M				
1170	822.331 150 MM NITRILE GASKET	2.000 EA				
1180	822.34 200 MM CLASS 52 DI PIPE	905.000 M				
1190	822.340 200 MM NITRILE GASKET	6.000 EA				
1200	822.36 300 MM CLASS 52 DI PIPE	1010.000 M				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1210	822.360 300 MM NITRILE GASKET	20.000 EA				
1220	823.31 300 MM GATE VALVE	14.000 EA				
1230	823.325 200 MM GATE VALVE	9.000 EA				
1240	823.331 150 MM GATE VALVE	20.000 EA				
1250	824.30 FIRE HYDRANTS	12.000 EA				
1260	825.311 19 MM CORPORATION	90.000 EA				
1270	825.312 19 MM CURB STOP	90.000 EA				
1280	825.32 50 MM CORPORATION	1.000 EA				
1290	825.3211 30 MM CORPORATION	3.000 EA				
1300	825.3212 40 MM CORPORATION	1.000 EA				
1310	825.322 50 MM CURB STOP	1.000 EA				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1320	825.33 25 MM CORPORATION	2.000 EA				
1330	825.331 25 MM CURB STOP	2.000 EA				
1340	825.3311 30 MM CURB STOP	3.000 EA				
1350	825.3312 40 MM CURB STOP	1.000 EA				
1360	825.41 19 MM COPPER SERVICE	720.000 M				
1370	825.43 25 MM COPPER SERVICE	20.000 M				
1380	825.435 30 MM COPPER SERVICE	35.000 M				
1390	825.436 40 MM COPPER SERVICE	10.000 M				
1400	825.437 50 MM COPPER SERVICE	25.000 M				
1410	825.45 EXISTING SERVICE CONNECTION	6.000 EA				
1420	827.31 UNSUITABLE SOIL EXCAVATION REMOVE AND REPLACE	150.000 M3				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1430	827.311 UNSUITABLE SOIL EXCAVATION, REMOVE AND REFILL- BELOW GRADE	150.000 M3				
1440	827.33 TRENCH INSULATION	105.000 M				
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN. **10018.00** for **Highway Reconstruction in the towns of Livermore Falls- Jay, County of Androscoggin,** 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 26, 2012.** Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 10018.00 – Highway Reconstruction – in the towns of Livermore Falls - Jay ,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

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

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

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

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

Seventh: The Bidder hereby certifies that the iron, steel, and manufactured goods used in this project will be produced in the United States. The Bidder hereby certifies that it will meet the requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 and the applicable regulations.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN. **10018.00** for **Highway Reconstruction in the towns of Livermore Falls- Jay**, County of **Androscoggin**, 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 26, 2012**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

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

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN. 10018.00 – Highway Reconstruction – in the towns of Livermore Falls - Jay ,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

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

As Offeror also agrees:

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

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

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

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

Seventh: The Bidder hereby certifies that the iron, steel, and manufactured goods used in this project will be produced in the United States. The Bidder hereby certifies that it will meet the requirements of Section 1605 of the American Recovery and Reinvestment Act of 2009 and the applicable regulations.

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

SPECIAL PROVISION
SECTION 108
PAYMENT
(Asphalt Escalator)

108.4.1 Price Adjustment for Hot Mix Asphalt: For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items:

- Item 403.206 Hot Mix Asphalt - 25 mm
- Item 403.207 Hot Mix Asphalt - 19 mm
- Item 403.2071 Hot Mix Asphalt - 19 mm (Polymer Modified)
- Item 403.2072 Hot Mix Asphalt - 19 mm (Asphalt Rich Base)
- Item 403.2073 Warm Mix Asphalt - 19 mm
- Item 403.208 Hot Mix Asphalt - 12.5 mm
- Item 403.2081 Hot Mix Asphalt - 12.5 mm (Polymer Modified)
- Item 403.2083 Warm Mix Asphalt - 12.5 mm
- Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
- Item 403.210 Hot Mix Asphalt - 9.5 mm
- Item 403.2101 Hot Mix Asphalt - 9.5 mm (Polymer Modified)
- Item 403.2102 Hot Mix Asphalt - 9.5 mm (Asphalt Rich Base)
- Item 403.2103 Warm Mix Asphalt - 9.5 mm
- Item 403.211 Hot Mix Asphalt – Shim
- Item 403.2111 Hot Mix Asphalt – Shim (Polymer Modified)
- Item 403.2113 Warm Mix Asphalt - Shim
- Item 403.212 Hot Mix Asphalt - 4.75 mm (Shim)
- Item 403.2123 Warm Mix Asphalt - 4.75 mm (Shim)
- Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)
- Item 403.2131 Hot Mix Asphalt - 12.5 mm (base and intermediate course Polymer Modified)
- Item 403.2132 Hot Mix Asphalt - 12.5 mm (Asphalt Rich Base and intermediate course)
- Item 403.2133 Warm Mix Asphalt - 12.5 mm (base and intermediate course)
- Item 403.214 Hot Mix Asphalt - 4.75 mm (Surface)
- Item 403.2143 Warm Mix Asphalt - 4.75 mm (Surface)
- Item 461.13 Maintenance Surface Treatment

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.206: 4.8%

Item 403.207–5.2%	Item 403.2071–5.2%	Item 403.2072–5.8%	Item 403.2073–5.2%
Item 403.208–5.6%	Item 403.2081–5.6%		Item 403.2083–5.6%
Item 403.209–6.2%			
Item 403.210–6.2%	Item 403.2101–6.2%	Item 403.2102–6.8%	Item 403.2103–6.2%

Item 403.211–6.2%	Item 403.2111–6.2%	Item 403.2113–6.2%
Item 403.212–6.8%		Item 403.2123–6.8%
Item 403.213–5.6%	Item 403.2131–5.6%	Item 403.2132–6.2%
Item 403.214–6.8%		Item 403.2133–5.6%
Item 461.13–6.4%		Item 403.2143–6.8%

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price (Excluding the Connecticut market area), as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price (Excluding the Connecticut market area), listed in the Asphalt Weekly Monitor current with the paving date. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENTS
(Liquid Anti-Strip)

401.01 Description The Contractor shall furnish and place one or more courses of Hot Mix Asphalt Pavement (HMA) on an approved base in accordance with the contract documents and in reasonably close conformity with the lines, grades, thickness, and typical cross sections shown on the plans or established by the Resident. The Department will accept this work under Quality Assurance provisions, in accordance with these specifications and the requirements of Section 106 – Quality, the provisions of AASHTO M 323 except where otherwise noted in sections 401 and 703 of these specifications, and the Maine DOT Policies and Procedures for HMA Sampling and Testing.

MATERIALS

401.03 Composition of Mixtures This section has been amended as follows:

The Contractor shall compose the Hot Mix Asphalt Pavement with aggregate, Performance Graded Asphalt Binder (PGAB) with liquid Anti-strip, and mineral filler if required. The required PGAB for this mixture will meet a **PG 58-28** or **PG 64-28** grading. All asphalt grades utilized on the travelway and ramps shall be treated with an approved liquid anti-strip. PG binders shall be unmodified and treated with 0.50 to 1.0 percent anti-strip by weight of asphalt binder used, dependent upon manufacturer and active ingredient percentage. The Contractor shall conduct testing to determine the actual percentage of liquid anti-strip to be used, and submit the results to the Department for verification prior to production. Acceptance parameters for the liquid anti-strip will be based on passing TSR results (85% TSR, 65% WTS).

401.031 Liquid Anti-Strip

The Contractor shall specify the type of liquid anti-strip to be utilized to produce mixtures for use on the project. The required PGAB for mixtures will meet a **PG 58-28** or **PG 64-28** grading. All asphalt grades utilized on the travelway and ramps shall be treated with an approved Amine based liquid anti-strip. Hydrated Lime will not be acceptable as a liquid anti-strip. PG binders shall be treated with 0.50 to 1.0 percent anti-strip by weight of asphalt binder used, dependent upon manufacturer and active ingredient percentage. The Contractor shall stipulate which PGAB grading will be used to construct the entire HMA pavement structure prior to starting work. Changes to the PGAB grading must be approved by the Department prior to the change in PGAB grading.

Once established, all production methods, equipment, and JMF's will become part of the QCP.

Payments will be made under:

Pay Item

Pay Unit

403.207	19.0 mm Hot Mix Asphalt Base	Ton
403.208	12.5 mm Hot Mix Asphalt Surface	Ton
403.210	9.5 mm Hot Mix Asphalt	Ton
403.211	9.5 mm Hot Mix Asphalt Shim	Ton
403.212	4.75 mm Hot Mix Asphalt Shim	Ton
403.213	12.5 mm Hot Mix Asphalt Base	Ton

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT OVERLAY

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>200m HMA Mainline Travelway and Shoulders</u>						
<u>Route 4 / 17 - Full Construction Areas</u>						
Wearing	12.5mm	403.208	N/A	50mm	1	1,5,7,22
Base	19.0mm	403.207	N/A	75mm	1	5,7
Base	19.0mm	403.207	N/A	75mm	1	4,7
<u>125mm HMA Sideroads - Full Construction Areas</u>						
Base	12.5mm	403.208	N/A	50mm	1	5,7
Base	19.0mm	403.207	N/A	75mm	1	4,7
<u>200m HMA Parking Areas / 12 ft. Shoulders</u>						
<u>Route 4 / 17 - Full Construction Areas</u>						
Wearing	12.5mm	403.208	N/A	50mm	1	1,5,7,15
Base	19.0mm	403.207	N/A	75mm	1	5,7,15
Base	19.0mm	403.207	N/A	75mm	1	4,7,15
<u>Drives, Misc.</u>						
Wearing	9.5mm	403.209	N/A	50mm	1/more	2,3,10,11,14

COMPLEMENTARY NOTES

1. The required PGAB for this mixture will meet a **PG 58-28** or **PG 64-28** grading. All asphalt grades utilized on the Project shall be treated with an approved liquid anti-strip. PG binders shall be unmodified and treated with 0.50 percent anti-strip by weight of asphalt binder used. The Changes to the PGAB grading must be approved by the Department prior to the change.
2. The density requirements are waived. The use of an oscillating steel roller shall be required to compact all HMA pavements placed on bridge decks in addition to the normal roller train.
3. The design traffic level for mix placed shall be <0.3 million ESALS.
4. The aggregate qualities shall meet the design traffic level of 0.3 to <3 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **50 gyrations.**
5. The aggregate qualities shall meet the design traffic level of 3 to <10 million ESALS. The design, verification, Quality Control, and Acceptance tests for this mix will be performed at **75 gyrations.**
7. Section 106.6 Acceptance, (1) Method A.
10. Section 106.6 Acceptance, (2) Method D.
11. The combined aggregate gradation required for this item shall be classified as a 9.5mm “**fine graded**” mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. A mixture meeting the requirements of section 703.09 Grading ‘D’, with a minimum PGAB content of 6%, and the limits of Special Provision 401, Table 9 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.

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15. The density requirements for shoulders shall be 92.5 to 97.5, or the same as the specified for the travel lane, ramps, and sideroads. The incentive / disincentive for density and volumetrics shall apply.
22. The final pavement surface shall be evaluated for smoothness in accordance with the most current 400 Special Provision section 402 – Pavement Smoothness. Acceptance limits shall be as outlined under the **Level II** classification.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement or recycled layer at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd², prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim / intermediate course and the surface course, at a rate not to exceed 0.025 gal/yd².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 609
Curb

603.12 Basis of Payment: This section shall be amended with the addition of the following:

Pay Item

Pay Unit

609.2341	Terminal Curb Type I – 1.2 m [4ft] - Circular	Each
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