



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

March 16, 2018
Subject: Wildlife Fence
State WIN: 018754.00
Location: **Eliot**
Amendment No. 2

Dear Sir/Ms.:

The Bid Opening date for this contract has been changed to **April 4, 2018**.

Please make the following changes to the Bid Documents:

In the Bid Book:

CHANGE on page 9, in the “**NOTICE TO CONTRACTORS**”, the bid opening date in the first paragraph from “March 14, 2018” to read “**April 4, 2018**”. Make this change in pen and ink.

REMOVE pages 12-19 “**CONTRACT AGREEMENT OFFER & AWARD**”, two copies, and **REPLACE** with the attached, revised “**CONTRACT AGREEMENT OFFER & AWARD**”, two copies, 4 pages each, dated March 15, 2018.

CHANGE on page 45, in “**SPECIAL PROVISION, SECTION 107, (Contract Time)**”, the second paragraph which begins with “The specified Contract Completion Date...” to read “The Department would prefer the Work be completed prior to June 15, 2018 but the specified Contract Completion Date is **August 31, 2018**.” Make this change in pen and ink.

ADD on page 26, in “**CONSTRUCTION NOTES**”, at the end the first paragraph on page 2 of 3, which begins with “all material excavated...” the following: “**The Department will not require silt fence to be included in the Soil Erosion and Water Pollution Control Plan, but will require that the disturbed soil be stabilized (mulched) daily.**”

The following question has been received:

Question: It is hard to see the work due to the current snow. What information will help us see the alignment of the fence?



PRINTED ON RECYCLED PAPER

Response: The Department has laid out the alignment in the field using blue and white striped flagging hung on 1 by 1 stakes or hung on trees. The Department estimates that about half (about 800 feet) of the fence will be installed on the roadway berm out of the wetland. Of the rest, about 500 feet could have some standing water early in the season and is about 200 feet in length. The remainder is in wetland that is harder ground in the dryer seasons.

Consider these changes and information prior to submitting your bid on **April 4, 2018**.

Sincerely,



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

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, **WIN 18754.00**, for the **Wildlife Fence** in the town of **Eliot**, County of **York**, 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 **August 31, 2018**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

March 15, 2018

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is

\$ _____ .

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

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

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

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of:

WIN 18754.00, for the Wildlife Fence in the town of Eliot,

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

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

Witness

(Name and Title Printed)

March 15, 2018

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

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