



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

February 24, 2012
Subject: **Richmond**
Federal Project No: 019264.00
State PIN: 019264.00
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 4 thru 7) **REMOVE** the "SCHEDULE OF ITEMS" 4 pages dated 120202 and **REPLACE** with the attached new "SCHEDULE OF ITEMS" 4 pages dated 120223..

In the Bid Book (pages 8 thru 15) **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD", both copies, and **REPLACE** with the new attached "CONTRACT AGREEMENT, OFFER & AWARD" both copies, eight pages total.

In the Bid Book (page 40) "SPECIAL PROVISION, SECTION 107, PROSECUTION & PROGRESS (CONTRACT TIME), note 4, **DELETE** TYPE II BARRICADES, and **REPLACE** with TYPE III BARRICADES. Make this change in pen and ink.

The following questions have been received:

Question: How will striping be paid for?

Response: MDOT will provide the striping after paving.

Question: Section 107 of the Special Provisions states that the contractor shall be responsible for supplying Type II barricades but the Schedule of Values only has type III listed. Please clarify which one is correct?

Response: Please see the above change.

Question: How will bituminous tack be paid for?

Response: Please refer to Special Provision Section 403,(page # 69) last paragraph, "furnishing and applying Item 409.15 bituminous material to joints and contact surfaces is incidental".



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Question: How will approach signage be paid for?

Response: MDOT will provide the approach signage.

Question: There are not enough flagger hours in the Schedule of Values to complete the work that will take place outside the designated road closure times. Will the DOT be adding more time to this item?

Response: Please see the attached new "Schedule of Items" dated 120223.

Question: Do we need to submit a price with dealing with sewer and water?

Response: Yes, The Contractor is required to submit a bid for all sections.

Question: Do we need to be pre-qualified to bid on this project?

Response: Please refer to the "Notice to Contractors", (page # 1) first paragraph, third sentence, "The lowest responsive bidder must demonstrate previous successful completion of projects of a similar size and scope to be considered for the award of this contract".

Consider these changes and information prior to submitting your bid on February 29, 2012.

Sincerely,



George Macdougall
Acting Contracts & Specifications Engineer

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 019264.00

PROJECT(S): 019264.00

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
SECTION 0001 ITEMS						
0010	203.20 COMMON EXCAVATION	1019.000 CY				
0020	203.24 COMMON BORROW	358.000 CY				
0030	203.25 GRANULAR BORROW	187.000 CY				
0040	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	50.000 CY				
0050	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	924.000 CY				
0060	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	228.000 T				
0070	403.213 HOT MIX ASPHALT 12.5 MM BASE	228.000 T				
0080	508.13 SHEET WATERPROOFING MEMBRANE	LUMP	LUMP			
0090	511.07 COFFERDAM: DOWNSTREAM	LUMP	LUMP			
0100	511.07 COFFERDAM: UPSTREAM	LUMP	LUMP			

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 019264.00

PROJECT(S): 019264.00

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	534.71 PRECAST CONCRETE BOX CULVERT	LUMP	LUMP			
0120	603.17 18 INCH CULVERT PIPE OPTION I	30.000 LF				
0130	606.23 GUARDRAIL TYPE 3C - SINGLE RAIL	125.000 LF				
0140	606.231 GUARDRAIL TYPE 3C - 15 FOOT RADIUS AND LESS	12.500 LF				
0150	606.232 GUARDRAIL TYPE 3C - OVER 15 FOOT RADIUS	12.500 LF				
0160	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	7.000 EA				
0170	606.754 WIDEN SHOULDER FOR GUARDRAIL 350 FLARED TERMINAL	3.000 EA				
0180	606.79 GUARDRAIL 350 FLARED TERMINAL	3.000 EA				
0190	610.16 HEAVY RIPRAP	100.000 CY				
0200	618.1401 SEEDING METHOD NUMBER 2 - PLAN QUANTITY	5.000 UN				
0210	619.12 MULCH	5.000 UN				

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	620.58 EROSION CONTROL GEOTEXTILE	92.000 SY				
0230	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	1.000 HR				
0240	652.312 TYPE III BARRICADE	5.000 EA				
0250	652.33 DRUM	8.000 EA				
0260	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	14.000 CD				
0270	652.38 FLAGGER	200.000 HR				
0280	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	2.000 EA				
0290	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			
0300	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					.

SECTION 0002 OPTIONAL
RICHMOND UTILITIES DISTRICT

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 019264.00

PROJECT(S): 019264.00

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0310	801.011 BYPASS PUMPING SYSTEM	LUMP	LUMP			
0320	801.18 12 INCH PVC SANITARY SEWER (SDR-35)	80.000 LF				
0330	822.35 10 INCH CLASS 52 DUCTILE IRON PIPE	80.000 LF				
	SECTION 0002 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 Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ with its principal place of business located at _____

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **019264.00** for the **Rte. 197 Strut Replacement** in the town of **Richmond**, County of **Sagadahoc**, 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, 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

Section 0001 \$ _____

Section 0002 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract (see award amount in Section G below).

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 Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (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. 019264.00 - Rte. 197 Strut Replacement - in the town of Richmond**, 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.

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 for (see checked boxes):

Section 0001

Section 0002

Contract Amount: _____

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 Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

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