



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

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

March 29, 2018  
Subject: Highway Reconstruction  
With Utility Upgrades  
State WIN: 020277.00  
Location: **Gorham**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** pages 26 – 33, Contract Agreement, Offer & Award, 8 pages and **REPLACE** with the attached, revised Contract Agreement, Offer & Award, 8 pages.

**REMOVE** page 116, SPECIAL PROVISION - SECTION 107 - Prosecution and Progress - (Contract Time), 1 page, dated March 1, 2018, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 107 - Prosecution and Progress - (Contract Time), 2 pages, dated March 23, 2018.

The following questions have been received:

**Question:** Is the DOT willing to extend the final completion date to Oct.15,2019?

**Response:** The contract completion date will be changed to July 20, 2019.

**Question:** Is the DOT willing to add a second Mobilization item to be used for the PWD bid items?

**Response:** The Department will stay with one Mobilization item.

**Question:** Is the DOT willing to remove the 10% restriction on the mobilization item?

**Response:** The Department will keep the 10% upper limit on Mobilization.



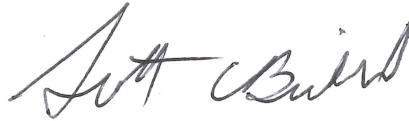
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**Question:** The 10% restriction on the Mob item is not enough to carry all the incidentals and the fixed costs associated with the work. Will the bidders be allowed to add the remaining costs to the other lump sum items with the assurance the items will not be deleted?

**Response:** Please refer to Standard Specification 109 for elimination of items.

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

\_\_\_\_\_ 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 No. 20277.00, for the Highway Rehabilitation in the Town of Gorham, County of Cumberland, 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 **July 20, 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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

**Section 1 \$** \_\_\_\_\_

**Section 2 \$** \_\_\_\_\_

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, November 2014 Edition, Standard Details November 2014 Edition 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 November 2014 Edition (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as

updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN No. 20277.00, for the Highway Rehabilitation in the Town of Gorham, County of Cumberland**, 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.

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 1

Section 2

**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**

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\_\_\_\_\_ with its principal place of business located at \_\_\_\_\_

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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 **July 20, 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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is

**Section 1 \$** \_\_\_\_\_

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

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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.
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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 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.

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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 1

Section 2

**Contract Amount:** \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David Bernhardt, Commissioner

\_\_\_\_\_

Witness

**SPECIAL PROVISION**  
**SECTION 107**  
Prosecution and Progress  
(Contract Time)

1. The contractor will be allowed to commence work anytime on or after all required plans/submittals have been received and approved by the MaineDOT.
2. All travel lanes shall be open to traffic between the hours of 7:00 A.M. and 7:00 P.M.
3. Rubblization operations shall take place between the hours of 6:00 A.M. and 6:00 P.M.
4. The completion date for this contract is **July 20, 2019**.
5. For every weekday not worked once operations commence, (excluding inclement weather days) the contractor will be charged Supplemental Liquidated Damages as per Standard Specification 107.7.2.
6. For the Memorial Day holiday weekend, operations will cease at 7:00 P.M. on Friday, May 25, 2018 and may resume on Tuesday, May 29, 2018 at 7:00 A.M.
7. For the Independence Day holiday, operations will cease 3:00 P.M. on Tuesday, July 3, 2018 and may resume on Thursday, July 5, 2018 at 7:00 P.M.
8. For the Labor Day holiday weekend, operations will cease at 7:00 P.M. on Friday, August 31, 2018 and may resume on Tuesday, September 4, 2018 at 7:00 A.M.
9. For the Memorial Day holiday weekend, operations will cease at 7:00 PM on Friday, May 24, 2019 and may resume on Tuesday, May 28, 2019 at 7:00 A.M.
10. For the Independence Day holiday, operations will cease 3:00 P.M. on Wednesday, July 3, 2019 and may resume on Sunday, July 7, 2019 at 7:00 P.M.

**Gorham**  
**STP-2027(700)**  
**20277.00**  
**Route 25**  
**March 23, 2018**

11. Work performed outside of the designated work hours, shall be an incremental traffic control violation, given in 30 minute intervals. Failure to follow the MUTCD, and/or the contractor's Traffic Control Plan, including pedestrian traffic, will result in a Traffic Control Violation.