



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

January 22, 2018
Subject: Pavement Milling, HMA
Overlay with Drainage & Safety
Improvements
State WIN: 020860.00
Location: **Brunswick**
Amendment No. 2

Dear Sir/Ms.:

In the Bid Book:

REMOVE pages 20 – 27, CONTRACT AGREEMENT, OFFER & AWARD, 8 pages, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 8 pages.

REMOVE pages 58-59, SPECIAL PROVISION - SECTION 105 - GENERAL SCOPE OF WORK – (LIMITATION OF OPERATIONS), 2 pages, dated December 28, 2017, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 105 - GENERAL SCOPE OF WORK – (LIMITATION OF OPERATIONS), 2 pages, dated January 19, 2018.

REMOVE page 62, SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS – (Contract Time), 1 page, dated December 28, 2017, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS – (Contract Time), 1 page, dated January 19, 2018.

The following questions have been received:

Question: Would the department be willing to extend the deadline on this project to allow the Contractor to pave in June? To pave at night with polymer in May could become an issue as temperatures are likely to be below 50 degrees at night.

Response: Please see the above changes.

Question: In the area of the box cut, shoulder widening, and hydrant relocation, there is existing granite curb. Is this curb to be reset, or removed from the area as common excavation? If it is to be reset, should there be a reset curb item included?

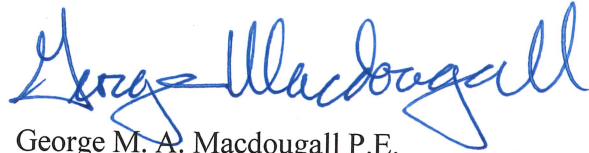


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Response: There is no curb in the area in question. If any curb is encountered within the excavation limit, it will be included in the common excavation.

Consider these changes and information prior to submitting your bid on **January 24, 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 20860.00 for the Pavement Milling, Hot Mix Asphalt Overlay with Drainage Improvements in the town of Brunswick, 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 13, 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.

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, 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 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 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 20860.00 for the Pavement Milling, Hot Mix Asphalt Overlay with Drainage Improvements in the town of Brunswick, 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.
documents referenced herein.

This award consummates the Contract, and the

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 _____ a corporation or other legal entity organized under the laws of the State of _____, 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 13, 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.

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.

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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.

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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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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.

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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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

**SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(LIMITATIONS OF OPERATIONS)**

1. All travel lanes will be open to traffic and in safe operating condition between daily work operations.
2. Only one paving operation will be allowed, excluding hand placed paving, unless otherwise approved by Resident.
3. There will be a 24-hour transition period between switching to or from daytime and nighttime work. The contractor shall give the Department 48 hours notice before switching to or from daytime and nighttime work.
4. The contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification will be considered 48 hours.
5. From 6:00 PM to 6:00 AM, lane closures will be no longer than 2500 feet, flagger to flagger, unless otherwise allowed by the Resident.
6. Two-way traffic will be maintained at all times.
7. Traffic will be allowed to travel on milled surfaces on the mainline. After 7 calendar days any milled areas not covered, in need of extra repair or maintenance (see Special Provision 202), shall be repaired to the satisfaction of the Resident. All work, equipment and materials required to make repairs will be at the Contractor's expense. Failure to adequately maintain milled areas will also result in a violation of Special Provision 652. The Contractor shall plan and conduct their work accordingly.
8. No milling will commence prior to the Contractor having approved mix designs.
9. If the contractor opts to mill both travel lanes consecutively, all milling and paving joints will be relatively matched even the following working day.
10. Weepers will be milled on the shoulder to allow for water run-off/drainage as directed by the Resident. Weeper installation and repaving will be considered incidental to 652 items.
11. The contractor's Traffic Control Plan will address construction practices and schedules that will be implemented to minimize traffic disruptions.

**SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK
(LIMITATIONS OF OPERATIONS)**

12. Four variable message boards will be placed to warn the traveling public of the road work on this project, as stated in the Construction Notes or as directed by the Resident.

**SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time)**

1. The contractor will be allowed to commence work anytime on or after May 29, 2018 if all required plans/submittals have been received and approved by the MaineDOT.
2. The completion date for this contract is July 13, 2018.
3. Work will occur either during the daytime or nighttime hours, not both.
4. The contractor shall maintain two-way traffic during any day work. No lane closures will be allowed between the hours of 6:00 AM and 6:00 PM.
5. On July 3, 2018 beginning at 3:00 p.m. the contractor shall stop all work and have all lanes open and in safe operating condition to traffic and may begin work again on Thursday July 5, 2018 at 6:00 a.m.
6. Once operations commence, for every weekday not worked the contractor will be charged supplemental liquidated damages per Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.

Absences must be requested at least 72 hours in advance and are subject to Department approval based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, detours, etc. The contractor must assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved absences. The Contract Completion Date will not be modified due to approved absences.