



Janet T. Mills
GOVERNOR

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

Bruce A. Van Note
COMMISSIONER

April 23, 2019
Subject: Pavement Milling, Hot
In-Place Recycling, HMA Overlay
with Drainage & Safety
Improvements
State WIN: 022476.00, 023923.00 &
024203.00
Location: **Bridgton, Casco, Naples,
Raymond & Windham**
Amendment No. 2

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 22 – 29, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

REMOVE page 85, SPECIAL PROVISION – SECTION 105 – GENERAL SCOPE OF WORK – (LIMITATIONS OF OPERATIONS), 1 page, dated March 21, 2019, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 105 – GENERAL SCOPE OF WORK – (LIMITATIONS OF OPERATIONS), 1 page, dated April 22, 2019.

REMOVE page 87, SPECIAL PROVISION – SECTION 107 – Prosecution and Progress – (Contract Time), 1 page, dated March 21, 2019, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 – Prosecution and Progress – (Contract Time), 1 page, dated April 22, 2019.

The following questions have been received:

Question: With the bid date on April 24th and the potential for award weeks thereafter, the 164-calendar day project becomes difficult to schedule with the completion date of October 19, 2019. Would the department consider a 2020 completion date?

Response: See attached, revised SPECIAL PROVISION - SECTION 107 - Prosecution and Progress - (Contract Time).

Question: Can Hot-in-Place paving be left over the winter without an HMA cover layer?

Response: No.

Question: Would the Department authorize the use of a Class A Paving train in conjunction with the Hot-in-Place operation to meet operational scheduling needs? That is, would the department authorize two (2) "Paving" crews to work on the project simultaneously, thus eliminating #2 in section 105?

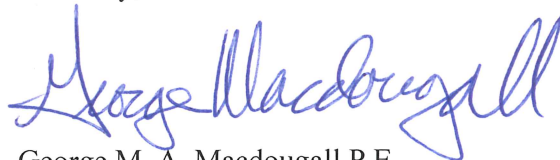
Response: See attached, revised SPECIAL PROVISION - SECTION 105 - GENERAL SCOPE OF WORK - (LIMITATIONS OF OPERATIONS).

Question: Will the Department allow the HIP work 7 days a week until complete?

Response: No.

Consider these changes and information prior to submitting your bid on **April 24, 2019**.

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 Nos. 22476.00, 23923.00, & 24203.00 for the Pavement Milling, Hot In-Place Recycling, Hot Mix Asphalt Overlay, with Drainage and Safety Improvements in the Towns of Bridgton, Casco, Naples, Raymond, and Windham, 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 **November 16, 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 _____

\$_____ 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 Nos. 22476.00, 23923.00, & 24203.00 for the Pavement Milling, Hot In-Place Recycling, Hot Mix Asphalt Overlay, with Drainage and Safety Improvements in the Towns of Bridgton, Casco, Naples, Raymond, and Windham, 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. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, 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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A. The Work.

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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 **November 16, 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 _____

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

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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 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.

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.

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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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

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

1. Lane closures will only be allowed from 8:00 PM and 6:00 AM.
2. The Contractor may utilize more than one paving operation at a time. The Contractor shall separate pavement operation work zones by at least 3 miles of two-way operation, unless otherwise approved by Department. This excludes hand placed paving.
3. The Contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification is considered 48 hours.
4. The Contractor shall provide the Resident with a 48-hour written notice before beginning night work. After receiving this notice, no work is allowed for 48 hours. Once work has been completed, the Contractor shall provide the same notice to return to day work.
5. The Contractor shall not schedule both day work and night work within the same 24-hour period without prior approval by the Resident and 48-hour notice.
6. The Contractor shall request absences at least 72 hours in advance. The Department will review and approve based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, detours, etc. The Contractor shall assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved absences. The Department will not modify the Contract Completion Date for approved absences.
7. The Contractor shall maintain two-way traffic where pavement width allows.

SPECIAL PROVISION

SECTION 107

Prosecution and Progress
(Contract Time)

1. The completion date for this contract is November 16, 2019.
2. Once operations commence, for every weekday not worked the Department will charge Supplemental Liquidated Damages in accordance with the per diem rates set forth in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.
3. The Contractor shall stop all work and have all lanes open and in safe operating condition to traffic on the following dates:
 - a. Memorial Day is May 27, 2019. All operations shall cease at 3:00 PM on Friday, May 24, 2019 and may resume at 6:00 AM on Tuesday, May 28, 2019.
 - b. Independence Day is July 4, 2019. All operations shall cease at 12:00 NOON on Wednesday, July 3, 2019 and may resume at 8:00 PM on Sunday, July 7, 2019.
 - c. Labor Day is September 2, 2019. All operations will cease at 3:00 PM on Friday, August 30, 2019 and may resume at 6:00 AM on Tuesday, September 3, 2019.