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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

March 15, 2021
Subject: Placement of Plant-Mixed Recycled Asphalt Pavement, HMA Overlay with Drainage, Safety& Intersection Improvements
State WINs: 022581.10 & 022581.55
Location: **Newburgh & Hampden**
Amendment No. 2

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE from Amendment No. 1, Proposal Schedule of Items, 5 pages, dated 3/11/2021, and **REPLACE** with the attached, revised Proposal Schedule of Items, 5 pages, dated 3/15/2021.

REMOVE pages 15 – 22, 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 59, SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS - (Contract Time – Working Days), 1 page, dated February 8, 2021, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS - (Contract Time – Working Days), 1 page, dated March 15, 2021.

The following questions have been received:

Question: For Item 631.179 Pugmill Trucking. Where will the pug mill be located for this contract?

Response: The pug mill will be located at the Plymouth Maintenance Lot, 2510 Moosehead Trail, Plymouth, ME 04869.

Question: Looking at the scope of work on the project including the 60 pipes that need to be replaced, and the 50 pipes that need to be reset, under Item 631.12 APE (IO), the schedule looks constricted. Would the department consider reevaluating the number of working days allowed to complete the contract?

Response: See the attached above. The Department has increased the contract to 75 Working Days.

Consider these changes and information prior to submitting your bid on **March 17, 2021**.

Sincerely,

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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022581.10 **Project(s):** 022581.10, 022581.55

SECTION: 1 HIGHWAY

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.20201 REMOVING PAVEMENT SURFACE (HOURLY)	25.000 HR	_____	_____	_____	_____
0020	202.203 PAVEMENT BUTT JOINTS	500.000 SY	_____	_____	_____	_____
0030	203.20 COMMON EXCAVATION	930.000 CY	_____	_____	_____	_____
0040	203.241 BORROW - STATE SOURCE	4,500.000 CY	_____	_____	_____	_____
0050	203.25 GRANULAR BORROW	50.000 CY	_____	_____	_____	_____
0060	204.21 ADD SHOULDER AGGREGATE - TRUCK MEASURE	5,220.000 CY	_____	_____	_____	_____
0070	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	930.000 CY	_____	_____	_____	_____
0080	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	374.000 T	_____	_____	_____	_____
0090	403.2104 HOT MIX ASPHALT 9.5 MM - THIN LIFT SURFACE TREATMENT	2,630.000 T	_____	_____	_____	_____
0100	403.211 HOT MIX ASPHALT (SHIMMING)	2,620.000 T	_____	_____	_____	_____
0110	403.213 HOT MIX ASPHALT 12.5 MM BASE	60.000 T	_____	_____	_____	_____
0120	409.15 BITUMINOUS TACK COAT - APPLIED	11,010.000 G	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022581.10 **Project(s):** 022581.10, 022581.55

SECTION: 1 HIGHWAY

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0130	411.101 UNTREATED AGGREGATE SURFACE COURSE - TRUCK MEASURE - DEPARTMENT SUPPLIED MATERIALS	400.000 CY	_____	_____	_____	_____
0140	511.07 COFFERDAM: STA. 127+65 DOWNSTREAM	LUMP SUM	LUMP SUM		_____	_____
0150	511.07 COFFERDAM: STA. 127+65 UPSTREAM	LUMP SUM	LUMP SUM		_____	_____
0160	604.246 CATCH BASIN TYPE F5	1.000 EA	_____	_____	_____	_____
0170	605.09 6 INCH UNDERDRAIN TYPE B	250.000 LF	_____	_____	_____	_____
0180	606.356 UNDERDRAIN DELINEATOR POST	7.000 EA	_____	_____	_____	_____
0190	609.31 CURB TYPE 3	100.000 LF	_____	_____	_____	_____
0200	610.08 PLAIN RIPRAP	150.000 CY	_____	_____	_____	_____
0210	610.18 STONE DITCH PROTECTION	445.000 CY	_____	_____	_____	_____
0220	613.319 EROSION CONTROL BLANKET	3,000.000 SY	_____	_____	_____	_____
0230	615.07 LOAM	180.000 CY	_____	_____	_____	_____
0240	615.10 DIRTY BORROW	1,510.000 CY	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

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SECTION: 1 HIGHWAY

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	618.13 SEEDING METHOD NUMBER 1	10.000 UN	_____	_____	_____	_____
0260	618.14 SEEDING METHOD NUMBER 2	490.000 UN	_____	_____	_____	_____
0270	619.12 MULCH	500.000 UN	_____	_____	_____	_____
0280	620.58 EROSION CONTROL GEOTEXTILE	1,700.000 SY	_____	_____	_____	_____
0290	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	61,299.000 LF	_____	_____	_____	_____
0300	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	92.000 SF	_____	_____	_____	_____
0310	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	122,598.000 LF	_____	_____	_____	_____
0320	629.05 HAND LABOR, STRAIGHT TIME	100.000 HR	_____	_____	_____	_____
0330	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	380.000 HR	_____	_____	_____	_____
0340	631.14 GRADER (INCLUDING OPERATOR)	40.000 HR	_____	_____	_____	_____
0350	631.161 PAVING CREW	100.000 HR	_____	_____	_____	_____
0360	631.162 PAVING CREW (OVERTIME)	60.000 HR	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022581.10 **Project(s):** 022581.10, 022581.55

SECTION: 1 HIGHWAY

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0370	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	720.000 HR				
0380	631.179 PUGMILL TRUCKING	17,325.000 T				
0390	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	10.000 HR				
0400	631.21 ROAD BROOM (INCLUDING OPERATORS AND HAULER)	40.000 HR				
0410	631.22 FRONT END LOADER (INCLUDING OPERATOR)	10.000 HR				
0420	639.19 FIELD OFFICE TYPE B	1.000 EA				
0430	652.33 DRUM	60.000 EA				
0440	652.34 CONE	220.000 EA				
0450	652.35 CONSTRUCTION SIGNS	630.000 SF				
0460	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	120.000 CD				
0470	652.38 FLAGGER	1,638.000 HR				
0480	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM			

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022581.10 **Project(s):** 022581.10, 022581.55

SECTION: 1 HIGHWAY

Alt Set ID: **Alt Mbr ID:**

Contractor: _____

Proposal Line Number	Item ID / Description	Approximate Quantity and Units	Unit Price Dollars	Unit Price Cents	Bid Amount Dollars	Bid Amount Cents
0490	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	. ____

Section: 1 **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 _____ 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 22581.10 & 22581.55 for the placement of Plant Mix Recycled Asphalt Pavement, Hot Mix Asphalt Overlay, Drainage, Safety Improvements and Intersection Improvements in the Towns of Newburgh and Hampden, County of Penobscot, 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, within **75** Working Days**.** 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, March 2020 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, March 2020 Edition, Standard Details March 2020 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 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 March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **WIN 22581.10 & 22581.55 for the placement of Plant Mix Recycled Asphalt Pavement, Hot Mix Asphalt Overlay, Drainage, Safety Improvements and Intersection Improvements in the Towns of Newburgh and Hampden, County of Penobscot,** 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, March 2020 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 March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fifth: 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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$_ _____ Performance Bond and Payment Bond each being 100% of the amount of 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, March 2020 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 March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fifth: 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	

Newburgh-Hampden
22581.10 & 22581.55
Route 69
March 15, 2021

SPECIAL PROVISION
SECTION 107
Prosecution and Progress
(Contract Time – Working Days)

This Contract shall be completed within **75** working days. The Contractor may begin work anytime on or after **April 19, 2021** in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. Time charge will commence on the start date or no later than **May 10, 2021,** whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date. The Contractor shall submit an **electronic copy of their signed request to begin work and the Begin Construction Date**. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **Shawn.Smith@Maine.gov**, **Dale.Mayo@Maine.gov**, **Scott.Bickford@Maine.gov** and **Timothy.Pelotte@Maine.gov**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the submitted schedule of work within 2 calendar days of the schedule of work submittal. **A penalty in the amount of $500/day will be assessed for each calendar day or partial calendar day beyond June 15th that the schedule of work is not received.** Upon receipt of the schedule of work, a pre-construction meeting will be scheduled.

The Contractor may request to adjust the submitted schedule of work and Begin Construction Date once after the initial submittal. The Department will allow adjustments in the Begin Construction Date of up to seven calendar days if the request is made at least 21 calendar days prior to the updated Begin Construction Date. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to **Timothy.Pelotte@Maine.gov** , **Dale.Mayo@Maine.gov,** and **Scott.Bickford@Maine.gov**. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the updated schedule of work within 2 calendar days of the request to adjust the Begin Construction Date.