



Janet T. Mills
GOVERNOR

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

Bruce A. Van Note
COMMISSIONER

April 8, 2019
Subject: Placement of Plant-Mixed Asphalt
Pavement, HMA Overlay with Drainage &
Safety Improvements
State WINs: 023362.00, 023482.10 & 023482.55
Location: **Topsfield & Codyville Plantation**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 11 – 14, Proposal Schedule of Items, 4 pages, dated 3/21/2019, and **REPLACE** with the attached, revised Proposal Schedule of Items, 4 pages, dated 4/5/2019.

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 64, SPECIAL PROVISION – SECTION 107 – Prosecution and Progress – (Contract Time), 1 page, dated MARCH 14, 2019 and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 – Prosecution and Progress – (Contract Time), 1 page, dated April 8, 2019.

ADD the attached SPECIAL PROVISION - SECTION 401 - HOT MIX ASPHALT PAVEMENT - (Material Transfer Vehicle Option), 1 page, dated February 4, 2016.

The following questions have been received:

Question: Will the Department be providing the Maintenance of Traffic, Flaggers & Sweeping on the LCP WIN 23362.00 portion of the project?

Response: Yes.

Question: The contract agreement offer and award show a completion date of August 23, 2019. Special Provision Section 107 for WIN 23362.00 states a completion date of September 3, 2019. What is the correct completion date for the project?

Response: The Contract completion date is September 3, 2019. See attached, revised CONTRACT AGREEMENT, OFFER & AWARD.

Question: Item 652.36 Maintenance of Traffic Control Devices has a qty of 60 CD's. This seems light for the work to be performed on this project, is this correct?

Response: See attached, revised Proposal Schedule of Items.

Question: What is the existing pavement depth in the full depth mill areas?

Response: 6 to 9 inches based on core depths.

Question: How is loading of the Type D Gravel, supplied by the department, paid for the gravel hauled by the hourly paid trucks to the full depth reconstruct areas?

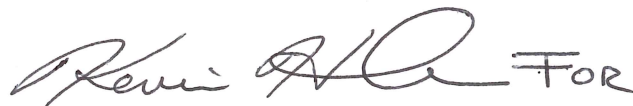
Response: The pit owner will be loading the trucks. The cost for loading the trucks is in the Department supplied material.

Question: Will the Department give a credit for using an MTV?

Response: If the Contractor wishes to use the Material Transfer Vehicle for HMA placement only, the Department will pay the Contractor \$2.00 per ton. See attached SPECIAL PROVISION - SECTION 401 - HOT MIX ASPHALT PAVEMENT - (Material Transfer Vehicle Option).

Consider these changes and information prior to submitting your bid on **April 10, 2019**.

Sincerely,

A handwritten signature in black ink, appearing to read "George M. A. Macdougall", followed by the word "FOR" in a similar script.

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

4/5/2019

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 4

Proposal ID: 023362.00

Project(s): 023362.00, 023482.10, 023482.55

SECTION: 1 Project Items

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	202.202 REMOVING PAVEMENT SURFACE	52,660.000 SY	_____	 _____	_____	 _____
0020	202.203 PAVEMENT BUTT JOINTS	480.000 SY	_____	 _____	_____	 _____
0030	204.211 ADD SHOULDER AGGREGATE - TRUCK MEASURE - DEPARTMENT SUPPLIED MATERIALS	9,000.000 CY	_____	 _____	_____	 _____
0040	211.20 INSLOPE EXCAVATION	8,000.000 LF	_____	 _____	_____	 _____
0050	211.30 DITCH EXCAVATION	33,140.000 LF	_____	 _____	_____	 _____
0060	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	80.000 T	_____	 _____	_____	 _____
0070	403.2104 HOT MIX ASPHALT 9.5 MM - THIN LIFT SURFACE TREATMENT	4,390.000 T	_____	 _____	_____	 _____
0080	403.211 HOT MIX ASPHALT (SHIMMING)	4,390.000 T	_____	 _____	_____	 _____
0090	403.213 HOT MIX ASPHALT 12.5 MM BASE	3,360.000 T	_____	 _____	_____	 _____
0100	409.15 BITUMINOUS TACK COAT - APPLIED	9,850.000 G	_____	 _____	_____	 _____
0110	461.13 LIGHT CAPITAL PAVING	7,505.000 T	_____	 _____	_____	 _____
0120	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	1.000 EA	_____	 _____	_____	 _____

4/5/2019

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 4

Proposal ID: 023362.00

Project(s): 023362.00, 023482.10, 023482.55

SECTION: 1 Project Items

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
0130	609.31 CURB TYPE 3	200.000 LF	_____	_____	_____	_____
0140	610.08 PLAIN RIPRAP	30.000 CY	_____	_____	_____	_____
0150	613.319 EROSION CONTROL BLANKET	14,730.000 SY	_____	_____	_____	_____
0160	618.14 SEEDING METHOD NUMBER 2	1,169.000 UN	_____	_____	_____	_____
0170	619.12 MULCH	1,169.000 UN	_____	_____	_____	_____
0180	620.54 STABILIZATION/REINFORCEMENT GEOTEXTILE	800.000 SY	_____	_____	_____	_____
0190	620.58 EROSION CONTROL GEOTEXTILE	40.000 SY	_____	_____	_____	_____
0200	629.05 HAND LABOR, STRAIGHT TIME	240.000 HR	_____	_____	_____	_____
0210	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	60.000 HR	_____	_____	_____	_____
0220	631.132 SMALL BULLDOZER (INCLUDING OPERATOR)	120.000 HR	_____	_____	_____	_____
0230	631.14 GRADER (INCLUDING OPERATOR)	200.000 HR	_____	_____	_____	_____
0240	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	150.000 HR	_____	_____	_____	_____

4/5/2019

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 4

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SECTION: 1 Project Items

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	631.161 PAVING CREW	216.000 HR	_____	_____	_____	_____
0260	631.162 PAVING CREW (OVERTIME)	40.000 HR	_____	_____	_____	_____
0270	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	160.000 HR	_____	_____	_____	_____
0280	631.175 CONTRACTOR TRUCKING	7,505.000 T	_____	_____	_____	_____
0290	631.179 PUGMILL TRUCKING	19,000.000 T	_____	_____	_____	_____
0300	631.18 CHAIN SAW RENTAL (INCLUDING OPERATOR)	20.000 HR	_____	_____	_____	_____
0310	631.211 PAVEMENT SWEEPER (INCLUDING OPERATOR)	45.000 HR	_____	_____	_____	_____
0320	631.212 SMALL PAVEMENT GRINDER (INCLUDING OPERATOR)	10.000 HR	_____	_____	_____	_____
0330	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	_____	_____	_____
0340	652.33 DRUM	60.000 EA	_____	_____	_____	_____
0350	652.34 CONE	180.000 EA	_____	_____	_____	_____
0360	652.35 CONSTRUCTION SIGNS	1,630.000 SF	_____	_____	_____	_____

4/5/2019

Maine Department of Transportation

Proposal Schedule of Items

Page 4 of 4

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Project(s): 023362.00, 023482.10, 023482.55

SECTION: 1 Project Items

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
0370	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	116.000 CD	_____	_____	_____	_____
0380	652.38 FLAGGER	2,400.000 HR	_____	_____	_____	_____
0390	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	SUM	_____	_____
0400	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 Nos. 23362.00, 23482.10 and 23482.55 for the placement of Plant Mix Recycled Asphalt Pavement, Hot Mix Asphalt Overlay and Intersection Improvements in the town of Topsfield and Codyville PLT, County of Washington, 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 **September 3, 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 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. 23362.00, 23482.10 and 23482.55 for the placement of Plant Mix Recycled Asphalt Pavement, Hot Mix Asphalt Overlay and Intersection Improvements in the town of Topsfield and Codyville PLT, County of

Washington, 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: 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.
documents referenced herein.

This award consummates the Contract, and the

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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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 **September 3, 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.

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

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2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
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Washington, 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.

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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.

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.
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 107
Prosecution and Progress
(Contract Time)

1. The contractor is allowed to commence work any time on or after MAY 06, 2019.
2. The pugmill start date for this contract is JUNE 20, 2019
3. The completion date for this contract is SEPTEMBER 3, 2019
4. 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.

SPECIAL PROVISION
SECTION 401
HOT MIX ASPHALT PAVEMENT
(Material Transfer Vehicle Option)

Description The Contractor may elect to use a material transfer vehicle at their option to transfer hot mix asphalt to the paver on mainline travelways, shoulders, and ramps as denoted in Special Provision 403 - Hot Mix Asphalt Pavement.

Material transfer vehicles shall operate as an independent unit not attached to the paver. It shall be a commercially manufactured unit specifically designed to transfer the hot mix from haul trucks to the paver without depositing the mix on the roadway. A separate hopper with a capacity of 14 ton shall be inserted into the regular paver hopper. The material transfer vehicle or the hopper insert shall be designed so that the mix receives additional internal mixing action either in the material transfer vehicle or the paver hopper.

Method of Measurement Hot mix asphalt pavement transferred by the material transfer vehicle and hopper insert will be measured by the ton.

Basis of Payment The accepted quantities of hot mix asphalt pavement transferred by the material transfer vehicle and hopper insert will be paid for at a price of \$2.00 per ton.

Payments will be made under:

<u>Pay Item:</u>	<u>Pay Unit:</u>
403.40 Material Transfer Vehicle (MTV)	Ton