



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

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

February 22, 2018  
Subject: Culvert Replacement  
State WIN: 023802.00  
Location: **Damariscotta**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** pages 14 – 21, Contract, Agreement, Offer & Award, 8 pages, and **REPLACE** with the attached, revised Contract, Agreement, Offer & Award, 8 pages.

**REMOVE** page 45, SPECIAL PROVISION – SECTION 107 – TIME – (Contract Time), 1 page, dated February 6, 2018, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 – TIME – (Contract Time), 1 page, dated February 15, 2018.

Consider these changes and information prior to submitting your bid on **March 7, 2018**.

Sincerely,

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



PRINTED ON RECYCLED PAPER

## 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

\_\_\_\_\_ (**Contractor**)  
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 23802.00** for the **Culvert Replacement** in the town of **Damariscotta**, County of **Lincoln**, 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 **May 4, 2018**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Special Provision 107 and 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 23802.00** for the **Culvert Replacement** in the town of **Damariscotta**, 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

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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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:

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CONTRACTOR

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Date

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(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
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This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_  
(Name and Title Printed)

SPECIAL PROVISION  
SECTION 107  
TIME  
(Contract Time)

1. If the Contractor chooses the option of not using the detour, the Contractor shall be allowed to commence work when **HMA is available**, provided the contract has been awarded, all required plans/submittals have been received and determined to be acceptable by the Department and a preconstruction meeting has been held. The specified Contract Completion date for this contract option is **May 4, 2018**.
2. If the Contractor chooses to utilize the detour, the Contractor shall be allowed to commence Work on the Contract on or after **April 16, 2018**, provided the Contract has been awarded, all required plans/submittals have been received and determined to be acceptable by the Department and a preconstruction meeting has been held. The specified Contract Completion date for this contract option shall be changed by Contract Modification to **April 20, 2018**.
3. Once the Contractor begins Physical Work, they shall have seven (7) calendar days to complete the Work. For every Calendar day above and beyond the seven (7) calendar days the Work is not complete, the Contractor will be charged Supplemental Liquid Damages at the rates given for liquidated damages in the Section 107.7.2 of the Standard Specifications. This assessment of Supplemental Liquidated Damages will be in addition to the Liquidated Damages specified in Section 107 of the Standard Specifications.
4. The Contractor will only be allowed to commence work after sunrise and must be completely off the road before sunset unless they comply with the Standard Specification Section 652.2 Night Work, the MUTCD, proper lighting is provided, and protective gear is worn. Sunrise and sunset will be determined according to the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine.asp>. If the project town is not listed, the closest town on the list will be used as agreed. The Contractor shall address this in their Traffic Control Plan and violations are subject to reduction in payment as such.
5. No work will be allowed on Saturdays without consent from the MaineDOT. Requests to work Saturday must be made by **NOON** time on Thursday.