



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

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

November 30, 2018  
Subject: Culvert Replacements & Ditching  
State WIN: 023964.00  
Location: **Monmouth & Winthrop**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** pages 16-23 "CONTRACT AGREEMENT, OFFER & AWARD", two copies, 4 pages each, and **REPLACE** with the attached revised "CONTRACT AGREEMENT OFFER & AWARD", two copies, 4 pages each, dated November 29, 2018.

**REMOVE** page 49, SPECIAL PROVISION – SECTION 107 – TIME – (Contract Time), 1 page, dated October 24, 2018, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 – TIME – (Contract Time), 1 page, dated November 29, 2018.

On page 53, "SPECIAL PROVISIONS, SECTION 652 (Traffic Control Devices)", **CHANGE** the last sentence, which begins with "Flashing lights shall be visible..." to read:

**"Flashing lights shall be visible regardless of the lighting and weather conditions."** Make this change in pen and ink.

On page 58, in "SPECIAL PROVISIONS, Additions and Revisions to Standard Specifications", under 102.11.2 Curable Bid Defects A., **CHANGE** the section which begins with "The Bidder only signs one of the Contract forms" to read as follows:

"The Bidder only signs one of the Contract forms, **the Bidder signs the Contract form(s) contained in the original Bid Book, not the most recent one contained in an amendment,** or the Bidder does not sign the Contract form but does sign the Schedule of Items of the Contract contained in the original Bid Book." Make this change in pen and ink.



PRINTED ON RECYCLED PAPER

The following questions have been received:

**Question:** Would the MaineDOT consider extending the contract time window of May 28<sup>th</sup>, 2019 to July 2<sup>nd</sup>, 2019?

**Response:** See above changes.

**Question:** Will MaineDOT Type A or Type B crushed gravel be accepted for 0020 304.16 Aggregate Base Course – Type C?

**Response:** Yes.

**Question:** Just to clarify. The contractor is only responsible to pave the Option III cross culverts. The department will only pave the driveway culverts where existing pavement is located.

**Response:** Yes.

Consider these changes and information prior to submitting your bid on **December 5, 2018**.

Sincerely,

A handwritten signature in black ink, appearing to read "G. M. A. Macdougall". The signature is fluid and cursive, with the last name being the most prominent part.

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 \_\_\_\_\_ (**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 023964.00 for Ditching and Culvert Replacements** in the towns of **Monmouth & Winthrop**, County of **Kennebec**, 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 27, 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.

November 29, 2018

**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 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 023964.00 for Ditching and Culvert Replacements** in the towns of **Monmouth & Winthrop**, 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: Brian T. Burne  
Highway Maintenance Engineer  
Bureau of Maintenance & Operations

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Date

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(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

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

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Brian T. Burne  
Highway Maintenance Engineer  
Bureau of Maintenance & Operations

**SPECIAL PROVISION**  
**SECTION 107**  
**TIME**  
(Contract Time)

The Contractor shall be allowed to commence Work on the Contract on or after **May 20, 2019**, provided that 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 including an on site discussion.

The specified Contract Completion Date is **July 27, 2019**.

Once operations commence, the Contractor shall continue work on the project until it is complete. For every weekday not worked the Contractor will be charged Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.

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. This must be addressed in the Contractor's Traffic Control Plan and violations are subject to reduction in payment as such.

No work will be allowed on Saturdays without consent from the MaineDOT. Requests to work Saturday must be made by **NOON** time on Thursday.