



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

April 8, 2021
Subject: Pavement Milling & HMA Overlay
with Drainage & Safety Improvements
State WINs: 023987.00 & 024587.00
Location: **Yarmouth & Falmouth**
Amendment No. 4

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

ADD on page 14, Notice to Contractors, "**The basis of award will be Section 1 Only. Sections 1, 2 & 3 must be bid.**" Make this change in pen and ink.

REMOVE from Amendment No. 2, Proposal Schedule of Items, 3 pages, dated 4/5/2021, and **REPLACE** with the attached, revised Proposal Schedule of Items, 4 pages, dated 4/8/2021.

REMOVE pages 20 – 27, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each, and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

Consider these changes and information prior to submitting your bid on **April 14, 2021**.

Sincerely,

A handwritten signature in blue ink that reads "George Macdougall".

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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 023987.00

Project(s): 023987.00, 024587.00

SECTION: 1 HIGHWAY 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	16,050.000 SY	_____	 _____	_____	 _____
0020	202.203 PAVEMENT BUTT JOINTS	210.000 SY	_____	 _____	_____	 _____
0030	204.50 ROAD BASE REPAIR AREAS	80.000 SY	_____	 _____	_____	 _____
0040	403.102 HOT MIX ASPHALT PAVEMENT - SPECIAL AREAS	30.000 T	_____	 _____	_____	 _____
0050	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	1,370.000 T	_____	 _____	_____	 _____
0060	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	90.000 T	_____	 _____	_____	 _____
0070	403.211 HOT MIX ASPHALT (SHIMMING)	360.000 T	_____	 _____	_____	 _____
0080	409.15 BITUMINOUS TACK COAT - APPLIED	1,120.000 G	_____	 _____	_____	 _____
0090	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	3,400.000 LB	_____	 _____	_____	 _____
0100	604.167 CHANGE CATCH BASIN GRATE TO CASCADE	8.000 EA	_____	 _____	_____	 _____
0110	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	14.000 EA	_____	 _____	_____	 _____
0120	608.08 REINFORCED CONCRETE SIDEWALK	52.000 SY	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 023987.00

Project(s): 023987.00, 024587.00

SECTION: 1 HIGHWAY 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	608.26 CURB RAMP DETECTABLE WARNING FIELD	160.000 SF	_____	 _____	_____	 _____
0140	608.461 RECONSTRUCT PEDESTRIAN RAMP	11.000 EA	_____	 _____	_____	 _____
0150	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	10,860.000 LF	_____	 _____	_____	 _____
0160	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	2,960.000 SF	_____	 _____	_____	 _____
0170	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	20,330.000 LF	_____	 _____	_____	 _____
0180	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR	_____	 _____	_____	 _____
0190	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0200	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	40.000 HR	_____	 _____	_____	 _____
0210	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	 _____	_____	 _____
0220	643.86 TRAFFIC SIGNAL LOOP DETECTORS	2.000 EA	_____	 _____	_____	 _____
0230	652.33 DRUM	25.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 023987.00

Project(s): 023987.00, 024587.00

SECTION: 1 HIGHWAY 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
0240	652.34 CONE	140.000 EA	_____	 _____	_____	 _____
0250	652.35 CONSTRUCTION SIGNS	1,730.000 SF	_____	 _____	_____	 _____
0260	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	54.000 CD	_____	 _____	_____	 _____
0290	652.38 FLAGGER	990.000 HR	_____	 _____	_____	 _____
0320	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	_____	 LUMP SUM	_____	 _____
0330	659.10 MOBILIZATION	LUMP SUM	_____	 LUMP SUM	_____	 _____
Section: 1			Total:		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 023987.00

Project(s): 023987.00, 024587.00

SECTION: 2 Yarmouth SANITARY 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
0280	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	4.000 CD	_____	 _____	_____	 _____
0310	652.38 FLAGGER	60.000 HR	_____	 _____	_____	 _____
0350	812.162 ADJUSTING SEWER MANHOLE TO GRADE	9.000 EA	_____	 _____	_____	 _____
Section: 2			Total:		_____	 _____

SECTION: 3 Falmouth SANITARY 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
0270	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	2.000 CD	_____	 _____	_____	 _____
0300	652.38 FLAGGER	40.000 HR	_____	 _____	_____	 _____
0340	812.162 ADJUSTING SEWER MANHOLE TO GRADE	6.000 EA	_____	 _____	_____	 _____
Section: 3			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, **WINs 23987.00 & 24587.00 for the Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the Towns of Yarmouth and Falmouth, 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, within **37** 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

Section 1 \$ _____

Section 2 \$ _____

Section 3 \$ _____

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 Appendix A to Division 100 of the *Standard Specifications March 2020 Edition* (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 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: **WINs 23987.00 & 24587.00 for the Pavement Milling, Hot Mix Asphalt Overlay with Drainage and Safety Improvements in the Towns of Yarmouth and Falmouth, 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, 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: 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 for (see checked boxes):

Section 1

Section 2

Section 3

Contract Amount: _____

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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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.

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The Contractor agrees to complete all Work, except warranty work, within **37** 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.

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

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