



Janet T. Mills
GOVERNOR

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

Bruce A. Van Note
COMMISSIONER

March 18, 2020
Subject: Light Capital Paving &
Profile Milling
State WINs: 024043.00, 026291.00
& 026293.00
Location: **Warren Area**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE page 13, Proposal Schedule of Items, 1 page, dated 2/5/2020, and **REPLACE** with the attached, revised Proposal Schedule of Items, 1 page, dated 3/18/2020.

REMOVE pages 14 – 21, 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 pages 43 – 45, WARREN AREA 2020 LCP map & Hot Maintenance Mulch (HMM) Access File, 3 pages, dated, 1/7/2020, and **REPLACE** with the attached, revised SOUTHWEST HARBOR AREA 2020 LCP map & Hot Maintenance Mulch (HMM) Access File, 3 pages, dated, 3/19/2020.

REMOVE page 47, SPECIAL PROVISION – SECTION 107 – SCHEDULING OF WORK, 1 page, dated January 9, 2020, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 107 – SCHEDULING OF WORK, 1 page, dated March 18, 2020.

REMOVE page 84, SPECIAL PROVISION – SECTION 401 – (Light Capital Paving), Page 7 of 7, dated February 6, 2020, and **REPLACE** with the attached, revised SPECIAL PROVISION – SECTION 401 – (Light Capital Paving), Page 7 of 7, dated March 16, 2020.

The following questions have been received:

Question: Based on special provisions 401, will the square up within 2 working days be enforced or could we limit mobs and cost to the department by continuous paving (round robin,

segment to segment that are connected) with more production in one travel lane provided there is no paving suspension of more than 3 days or holiday?

Response: See above changes to SPECIAL PROVISION – SECTION 401 – (Light Capital Paving).

Question: Spot Shim: Can the Department give locations and tonnage per section of anticipated spot shims? Or could there be an item added for the small quantity paving?

Response: No spot shims have been identified on the segments in this contract at this time. The Department will not be adding an item number for spot shims.

Question: Does the Department plan on doing the trucking and sweeping on the hourly milling rate or is it the responsibility of the contractor?

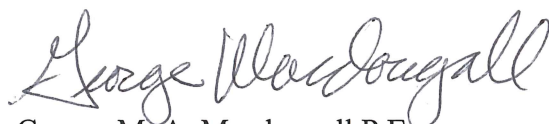
Response: Please refer to Special Provision 202 – Page 3 of 3 – Basis of Payment – Hourly – Paragraph 2. I believe that will answer your question

Question: Who keeps the millings?

Response: The millings will be the property of the MaineDOT

Consider these changes and information prior to submitting your bid on **March 25, 2020**.

Sincerely,



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

3/18/2020

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 1

Proposal ID: 024043.00

Project(s): 024043.00, 026291.00, 026293.00

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	1,785.000 SY	_____	_____	_____	_____
0020	202.20201 REMOVING PAVEMENT SURFACE (HOURLY)	98.000 HR	_____	_____	_____	_____
0030	202.203 PAVEMENT BUTT JOINTS	900.000 SY	_____	_____	_____	_____
0040	461.13 LIGHT CAPITAL PAVING	33,380.000 T	_____	_____	_____	_____
0050	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	139,800.000 LF	_____	_____	_____	_____
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 24043.00, 26291.00, and 26293.00 for the Light Capital Paving, and Profile Milling in the towns of Alna, Bristol, Camden, Cushing, Friendship, Hope, Newcastle, Pittston, South Bristol, South Thomaston, Thomaston, Union, Waldoboro, Warren, Washington, Whitefield, Wiscasset, and the city of Rockland: Counties of Kennebec, Knox, and 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, within **34** 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, 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 24043.00, 26291.00, and 26293.00 for the Light Capital Paving, and Profile Milling in the towns of Alna, Bristol, Camden, Cushing, Friendship, Hope, Newcastle, Pittston, South Bristol, South Thomaston, Thomaston, Union, Waldo, and Waldoboro,**

Warren, Washington, Whitefield, Wiscasset, and the city of Rockland: Counties of Kennebec, Knox, and Lincoln; 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

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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, within **34** 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, November 2014 Edition* and related Special Provisions.

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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.

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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.

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CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

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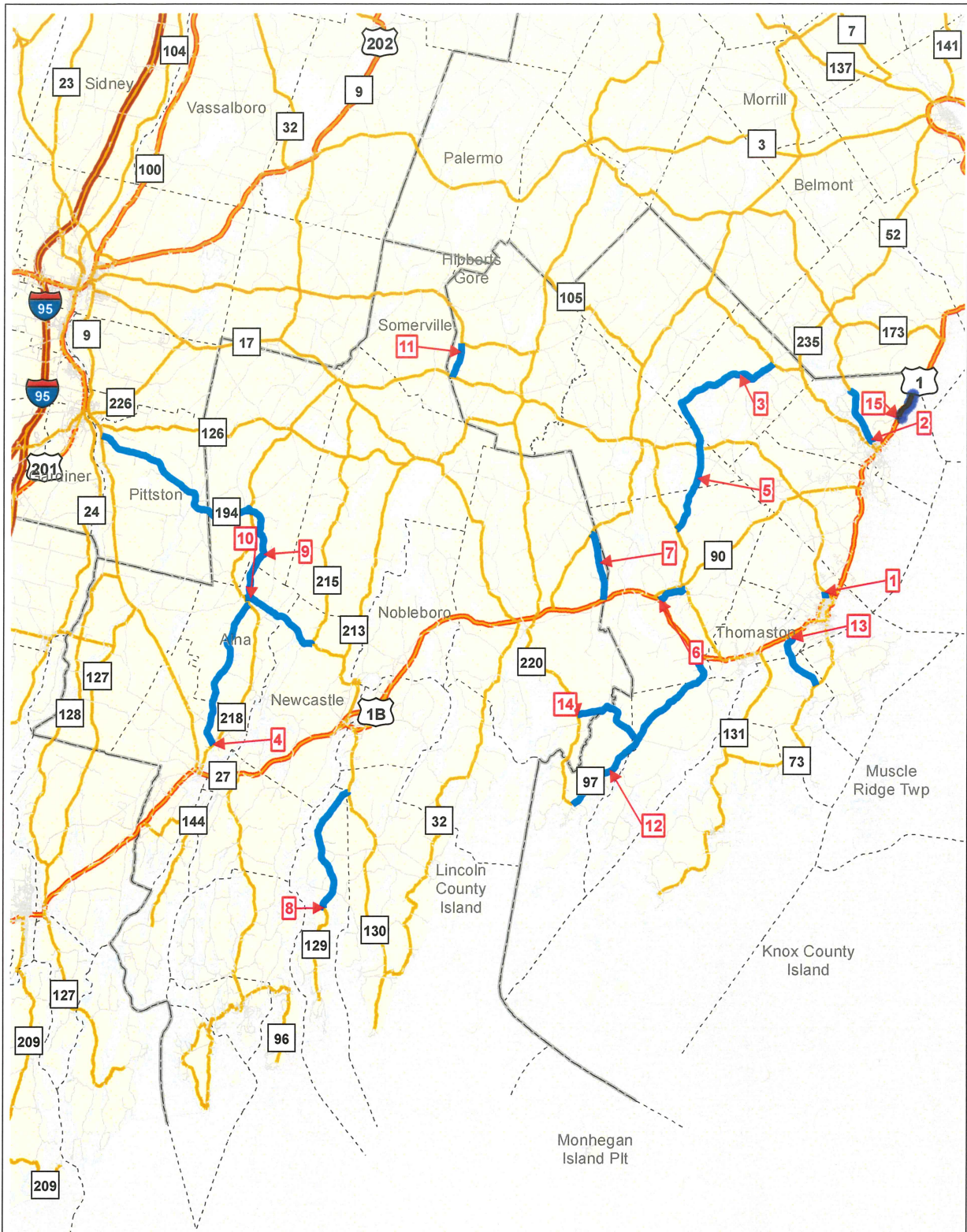
This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness



Legend		
Interstate	State	Regions
US Routes	County	
State Routes	Town	
Public Roads	Light Capital Paving	

REGION
MAINE DEPARTMENT OF
TRANSPORTATION
 LIGHT CAPITAL PAVING,
 REGION 2 WARREN AREA 2020 LCP

0 1.5 3 4.5 6
 Miles

Date: 3/19/2020

Hot Maintenance Mulch (HMM) Access file

Warren		AREA	LIGHT CAPITAL PAVING (LCP)		REGION:	2	
PIN	Map ID	TOWNS	ROUTE	Project Description	MILES	Tons	Mix Type
024043.00 2020	1	Rockland	North Main St.	North Main St., Beginning at Route 1A and extending north 0.27 of a mile to Route 17.	0.27	135	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				
024043.00 2020	2	Camden	52	Rte 52, Beginning 0.01 of a mile west of Spring Street and extending north 2.64 miles, (Includes Shoulders)	2.64	1320	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				
024043.00 2020	3	Union, Hope	235	Rte 235, Beginning at Route 17 and extending north 7.01 miles to Route 105, (Bridge Milling, Bridge #5942)	7.01	3505	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				
024043.00 2020	4	Wiscasset, Alna	West Alna Rd	West Alna Rd, Beginning at Alna Road and extending north 6.88 miles to Alna Road	6.88	3440	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				
024043.00 2020	5	Warren, Union	Wotton Mill Rd	Wotton Mill Rd, Beginning at Route 131 and extending north 3.86 miles to Route 17	3.86	1930	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				
024043.00 2020	6	Warren	Main St.	Main St., Beginning at Route 1 and extending east 1.35 miles to Route 131	1.35	675	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				
024043.00 2020	7	Waldoboro	Mank Town Rd	Mank Town Rd, Beginning at the junction of Route 1 and extending north 3.03 miles to Route 235, (Bridge Milling, Bridge #5740)	3.03	1515	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				
024043.00 2020	8	Bristol-South Bristol	129	Rte. 129, Beginning 0.04 of a mile south of the Bristol Road and extending south 5.89 miles, (Includes Shoulders)	5.89	2945	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				
024043.00 2020	9	Pittston, New Castle	194	Rte 194, Beginning at the Wiscasset Road and extending southeast 16.52 miles to Ridge Road	16.52	8260	LCP
		LAT <input type="text"/>	LNG <input type="text"/>				

Hot Maintenance Mulch (HMM) Access file

024043.00 2020	10	Alna	Head Tide Rd	Head Tide Rd, Beginning at Alna Road and extending east 0.27 of a mile	0.27	135	LCP
				LAT <input type="text"/> LNG <input type="text"/>			
024043.00 2020	11	Washington	206	Rte 206, Beginning at Route 17 and extending north 1.57 miles to Ravorville Road	1.57	785	LCP
				LAT <input type="text"/> LNG <input type="text"/>			
024043.00 2020	12	Warren, Friendship, Cushing	97	Rte 97, Beginning at Route 1 and extending south 9.48 miles to Route 220, (Includes Shoulders)	9.48	4740	LCP
				LAT <input type="text"/> LNG <input type="text"/>			
024043.00 2020	13	South Thomaston, Thomaston	Buttermilk Ln	Buttermilk Ln, Beginning at Elm Street and extending north 2.73 miles, (Includes Shoulders)	2.73	1355	LCP
				LAT <input type="text"/> LNG <input type="text"/>			
024043.00 2020	14	Waldoboro, Friendship, Cushing	Colonel Stairs/Finn Town Road	Beginning at Route 220 and extending east 3.74 miles to Route 97	3.74	1870	LCP
				LAT <input type="text"/> LNG <input type="text"/>			
024043.00 2020	15	Camden	1	Rte 1, Beginning 0.02 of a mile north of Beloine Rd, extending notherly 1.54 miles to Millay Rd.	1.54	770	LCP
				LAT <input type="text"/> LNG <input type="text"/>			
					<i>total miles</i>	<i>total tons</i>	
					66.78	33380	

[View Report w/o Z1](#)

SPECIAL PROVISION
SECTION 107
SCHEDULING OF WORK

107.4.2 Schedule of Work Required

1. The Contractor will be allowed to commence work and time charge will begin on **June 15, 2020**. There will be **34** Working Days in the contract.
2. The Contractor shall prepare and submit a schedule of work before the Preconstruction Meeting.
3. Paving will be allowed on Saturday if the Contractor chooses to provide all Traffic Control at no additional cost and a minimum 48-hour notice is given with an approved traffic control plan. The Saturday will be considered a Working Day.
4. Work added to or deleted from the Contract will increase or decrease Working Days at a rate of 1 day per 1000 tons. A revised schedule of work shall be submitted and approved for these changes.
5. No work within 300 feet of a signalized intersection before 9am and after 3pm.
6. Map ID #13 must be paved last.

delivered to the paver, based on project conditions, plant production, and ability to finish the Hot Mix Asphalt mixture without pushing, shoving or cracking the mixtures.

Increasing placement rates may require additional rollers as determined by the Department or authorized representative. If mixture temperatures during interruptions in mix delivery are determined to be outside the specification temperature range outlined in this contract, the Contractor may be directed to halt placement operations. The defective materials shall be immediately removed and replaced with material that meets contract specifications at no cost to the Department.

Trucking and placing operations shall be scheduled to provide continuous placement of the mixture regardless of haul distance. The Contractor shall provide sufficient personnel at the paver to assure placement of the pavement in an orderly, safe, and efficient manner so as to assure a quality mat and proper overall yield.

The Contractor shall spot shim in locations as directed by the Department.

If the exposed centerline joint is $\frac{3}{4}$ " or less, the Contractor shall close exposed longitudinal joints before suspending for Memorial Day, 4th of July, Labor Day, and absences greater than 3 days. Exposed centerline joints greater than $\frac{3}{4}$ " will be matched up within $\frac{1}{2}$ mile the next day and prior to weekends, holidays, and absences.

Dust Control The Contractor is responsible for dust control on the access roads for the bituminous plant as described in Section 637 of the Standard Specifications, Revision of November 2014. This work shall be incidental to the contract.

Method of Measurement Light Capital Paving will be measured by the ton, at the contract price, according to delivery slips. Material not placed and compacted satisfactorily due to Contractor's equipment failure, daylight limitations, or weather will not be measured for payment. The delivery slips shall conform to the requirements of the most current edition of the Standard Specifications in use at the time of contract bid. Cover slips will be required to be delivered on the next working day after each paving day. Cover slips shall have the Item number, date and quantity listed.

Basis of Payment Light Capital Paving will be paid for at the contract unit price per ton, adjusted by any applicable material escalator or disincentives based on Acceptance test results. Such payment shall be full compensation for the following: obtaining, furnishing and processing all aggregate; supplying the specified PGAB bituminous material; processing, heating, mixing, weighing, hauling, placing, and compaction of the HMA mixtures; supplying and applying RS-1 emulsified asphalt to the existing pavement prior to placing any HMA; furnishing all labor, equipment, tools and all incidentals necessary to complete the work; and performing quality control testing. The maximum composite pay factor for mixes evaluated under this special provision shall be 1.00.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
461.13	Light Capital Paving	Ton