



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

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

June 3, 2025  
Subject: Large Culvert Replacement  
WIN: 024281.00  
Location: **Waterboro**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Book:

**REMOVE** page 95, "Special Provision 107 Contract Time" dated 02/14/2025 and **REPLACE** with the attached revised "Special Provision 107 Contract Time", 1 page, dated 06/03/2025.

**REMOVE** pages 21-28, "Contract Agreement" dated 02/14/2025 and **REPLACE** with the attached revised "Special Provision 107 Contract Time", 8 pages, dated 06/03/2025.

**REMOVE Sheet 3 of 19 of the plan set and REPLACE with attached Sheet 3 of 19.**

The following questions have been received:

**Question:** Who is fabricating the state-supplied box culvert?

**Question:** Can the plans for the state-supplied box culvert be provided?

**Question:** When will the state-supplied box culvert be available for installation?

**Response:** **REMOVE Sheet 3 of 19 of the plan set and REPLACE with attached Sheet 3 of 19.**

Consider these changes and information prior to submitting your bid on **June 4, 2025**.

Sincerely,



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

**SPECIAL PROVISION**  
**SECTION 107**  
Prosecution and Progress  
(Contract Time)

1. The contractor will be allowed to commence work after all required plans/submittals have been received and approved by the MaineDOT.
2. A 48 hour notice will be required for any changes in the work schedule.
3. The completion date for this contract is **October 17, 2026**.
4. For every weekday not worked once operations commence, (excluding inclement weather days) the contractor will be charged Supplemental Liquidated Damages as per Standard Specification 107.7.2.

## **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 24281.00** for **Large Culvert Replacement** in the town of **Waterboro**, County of **York**, 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; performing construction quality control including inspection, testing and documentation; providing 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 shall be made as provided in the same.

### **B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **October 17, 2026**. 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 \_\_\_\_\_

\$ \_\_\_\_\_ 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 the 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:

**WIN 24281.00 – Large Culvert Replacement - in the town of Waterboro**

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.  
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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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.**

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This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Bruce A. Van Note, Commissioner

\_\_\_\_\_

Witness

ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	QUANTITY	UNIT
202.202	REMOVING PAVEMENT SURFACE	1515	SY
203.20	COMMON EXCAVATION	1572	CY
203.25	GRANULAR BORROW	295	CY
203.33	SPECIAL FILL	75	CY
206.061	STRUCTURAL EARTH EXCAVATION -DRAINAGE-MINOR STRUCTURES, BELOW GRADE	160	CY
304.10	AGGREGATE SUBBASE COURSE - GRAVEL	1415	CY
403.2081	12.5 MM POLYMER MODIFIED HOT MIX ASPHALT,	310	T
403.213	HOT MIX ASPHALT 12.5 MM NOMINAL MAXIMUM, BASE	275	T
409.15	BITUMINOUS TACK COAT APPLIED	155	G
508.13	SHEET WATERPROOFING MEMBRANE	185	SY
511.07	COFFERDAM UPSTREAM	1	LS
511.07	COFFERDAM DOWNSTREAM	1	LS
534.71	PRECAST CONCRETE BOX CULVERT	1	LS
606.1301	31" W-BEAM GUARDRAIL, MID-WAY SPLICE-SINGLE FACED	460	LF
606.1305	31" W-BEAM GUARDRAIL, MID-WAY SPLICE- FLARED TERMINAL	1	EA
606.1306	31" W-BEAM GUARDRAIL, MID-WAY SPLICE- TANGENT TERMINAL	1	EA
606.353	REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	4	EA
610.08	PLAIN RIPRAP	65	CY
610.21	STREAM CHANNEL ROCK	30	CY
619.14	EROSION CONTROL MIX	185	CY
620.58	EROSION CONTROL GEOTEXTILE	85	SY
627.733	4 INCH WHITE OR YELLOW PAINTED PAVE MARK LINE	2300	LF
629.05	HAND LABOR, STRAIGHT TIME	15	HR
631.12	ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10	HR
631.172	TRUCK - LARGE (INCLUDING OPERATOR)	20	HR
631.18	CHAIN SAW RENTAL (INCLUDING OPERATOR)	5	HR
631.20	STUMP CHIPPER RENTAL (INCLUDING OPERATOR)	5	HR
631.22	FRONT END LOADER (INCLUDING OPERATOR)	5	HR
639.19	FIELD OFFICE TYPE B	1	EA
652.311	TYPE II BARRICADE	5	EA
652.312	TYPE III BARRICADE	8	EA
652.33	DRUM	50	EA
652.34	CONE	75	EA
652.35	CONSTRUCTION SIGNS	475	SF
652.36	MAINTENANCE OF TRAFFIC CONTROL DEVICES	50	CD
652.38	FLAGGERS	750	HR
652.41	PORTABLE CHANGEABLE MESSAGE SIGN	2	EA
652.61	STAGED CONSTRUCTION AND TRAFFIC CONTROL	1	LS
656.75	TEMPORARY SOIL EROSION & WATER POLLUTION CONTROL	1	LS
659.10	MOBILIZATION	1	LS
	WATERBORO WATER DISTRICT - Waterline Relocation		
801.03	TEST PITS	2	EA
822.363	12INCH CLASS 52 DUCTILE IRON PIPE-WATER DISTRICT SUPPLIED	290	LF

ESTIMATED QUANTITIES

STATE OF MAINE DEPARTMENT OF TRANSPORTATION	2428100	WIN 24281.00	HIGHWAY PLANS
WATERBORO US ROUTE 202 ESTIMATED QUANTITIES			
SHEET NUMBER <b>3</b> OF 19			