

INTERNATIONAL MARINE TERMINAL  
FREEZER CONTAINER YARD IMPROVEMENTS  
460 COMMERCIAL STREET  
PORTLAND, ME  
WIN # 025953.00

**BID AMENDMENT / ADDENDUM**

**3/19/2026**

The following changes have been made to the bid documents:

- Schedule of Items:  
**Remove** Page 13 titled Schedule of Items and **Replace** with the attached Schedule of Items.
  
- Contract Agreement, Offer & Award:  
**Remove** Page 14 – Page 17 titled Contract Agreement, Offer & Award and **Replace** with the attached Contract Agreement.
  
- SP 107 – Contract Time:  
**Remove** Page 63 titled Contract Time and **Replace** with the attached Special Provision 107 – Contract Time.
  
- Pre-Bid Meeting Minutes:
  - Recorded Pre-Bid Meeting minutes, clarification questions, and responses.

Please consider these changes and information prior to submitting your bid on **March 26<sup>th</sup>, 2026**.

INTERNATIONAL MARINE TERMINAL SCHEDULE OF ITEMS:  
WIN #: 025953.00

Proposal Line Number:	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
	202.121 REMOVAL OF EXISTING CONCRETE	40.00 CY				
	202.15 REMOVAL OF EXISTING CATCH BASIN	2.00 EACH				
	202.20 REMOVAL OF BITUMINOUS CONCRETE PAVEMENT	6,930.00 SY				
	202.60 REMOVAL OF EXISTING STORM DRAIN	84.00 LF				
	203.20 COMMON EXCAVATION	5,190.00 CY				
	203.23 HEALTH AND SAFETY PLAN (HASP)	1.00 EACH				
	203.25 GRANULAR BORROW	150.00 CY				
	203.2341 DISPOSAL OF CONTAMINATED SOIL	600.00 T				
	304.14 AGGREGATE BASE COURSE - TYPE A	1,100.00 CY				
	304.16 AGGREGATE BASE COURSE - TYPE C	2,150.00 CY				
	403.2071 19.0 MM HMA - HOT MIX ASPHALT PAVEMENT (POLYMER MODIFIED)	2,100.00 T				
	403.2081 12.5 MM - HOT MIX ASPHALT PAVEMENT (POLYMER MODIFIED)	760.00 T				
	526.30 TEMPORARY CONCRETE BARRIER - TYPE 1	150 LF				
	603.149 10" DIAMETER PVC PIPE	10.00 LF				
	604.302 CATCH BASIN AND CIRCULAR FRAME/GRATE	5.25 EACH				
	605.11 12" UNDERDRAIN TYPE C	304.00 LF				
	606.363 GUARDRAIL REMOVE AND DISPOSE	328.00 LF				
	606.55 GUARDRAIL TYPE 3 - SINGLE RAIL	325.00 LF				
	606.265 GUARDRAIL TERMINAL END - SINGLE RAIL	2.00 EACH				
	607.1601 TEMPORARY CHAIN LINK FENCE - 4'	500.00 LF				
	607.181 CHAIN LINK FENCE - 8' HIGH SECURITY	352.00 LF				
	607.243 REMOVE CHAIN LINK FENCE	352.00 LF				
	620.65 REINFORCEMENT GEOGRID	6,400.00 SY				
	629.05 HAND LABOR, STRAIGHT TIME	40.00 HOUR				
	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.00 HOUR				
	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	1 LS				
	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	1 LS				
	659.10 MOBILIZATION	1 LS				

**TOTAL BID:**

## CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the Maine Port Authority, with its principal administrative offices located at the International Marine Terminal in Portland Maine, with a mailing address of 460 Commercial Street, Portland, Maine, and \_\_\_\_\_ a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

The Maine Port Authority 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 **025953.00** for the International Marine Terminal in the Municipality of Portland, County of Cumberland, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall furnish all supervision, labor, equipment, tools, supplies, and materials required to perform the Work. The Contractor further shall be responsible for 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 Owner 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 **October 2<sup>nd</sup>, 2026**, or **45 calendar days** from the construction start date, whichever comes first. Furthermore, the Owner may deduct from money otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with sections 107.7 and 107.8 of the *Maine Department of Transportation (MaineDOT) 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, *MaineDOT Standard Specifications (March 2020 Edition)* and *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, *MaineDOT Standard Specifications (March 2020 Edition)* and *Standard Details (March 2020 Edition)*, as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN \_\_\_\_\_ - \_\_\_\_\_,

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 Owner in writing.

The Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items,” which may be ordered by the Project Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the *MaineDOT 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 Maine Port Authority 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 *MaineDOT 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 Maine Port Authority.

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. This award consummates the Contract, and the documents referenced herein.

\_\_\_\_\_

\_\_\_\_\_

Date

By: \_\_\_\_\_

\_\_\_\_\_

Witness

**SPECIAL PROVISION  
SECTION 107  
(CONTRACT TIME)**

The Contractor will be allowed to commence work on this project on or after **May 18<sup>th</sup>, 2026**, as long as all applicable plans and documents as required under this contract have been submitted, approved, and a pre-construction meeting is held.

Construction must take place during a 45-calendar day consecutive window. Once operations commence, for every calendar day beyond the completion date worked the Contractor will be charged liquidated damages per section 107.7.2 of the Standard Specifications.

The specified contract completion date is **October 2<sup>nd</sup>, 2026**, or 45 calendar days from the Construction Start Date, whichever comes first.

The following subsections of Standard Specification 107 is amended by the following changes:

**107.1 Contract Time and Contract Completion Date:**

This Subsection is amended by the addition of the following:

Work at the Terminal shall commence no earlier than **May 18<sup>th</sup>, 2026**, and no later than **August 17<sup>th</sup>, 2026**. Once construction has started, it must proceed in a consistent manner and be completed within 45 calendar days of the start date. The Contractor may elect to choose a start date between May 18<sup>th</sup> and August 17<sup>th</sup>, but must provide a minimum of 30 calendar days notice to the Owner and Resident with an associated construction schedule.

Schedule / Sequencing:

- To the greatest extent practicable, work should be sequenced to progress from the northerly edge of the site to the south in coordination with the Owner to minimize interaction with the port operations.
- The project shall comply with the requirements set forth in Section 105.11, allowing for temporary partial closures around the overhead maintenance doors and Gate 1, otherwise keeping these areas clear, functional, and accessible.

In the event that the Contractor does not complete all paving operations and other work within the contract time, the Contractor shall comply with Terminal operational and schedule requirements put forth by the Owner. The Contractor shall not be entitled to any additional time or payment for this compliance with Terminal requirements.

# Pre Bid Meeting Minutes

Portland ME, Maine Port Authority

International Marine Terminal Freezer Container Yard Improvements

WIN 025953.00

The following are the minutes from the Pre Bid Meeting held on Thursday, March 12, 2026, at 454 Commercial Street, Portland, Maine, at 1pm, for the above noted project.

## ATTENDEES

- See Attached Sign-in Sheet

## AGENDA & HOUSEKEEPING

- Introduction
- Review of project plans and key SP's
- Initial Questions/Discussion
- Site Walk in yard
- Reconvene in Conference room and gather second round of Questions/Discussion

### Next Steps:

- Follow up Questions due by Monday 3/16
- Pre-Bid Meeting Minutes and Answers to Questions will be published by 3/19
- Bids due 3/26

## PROJECT

- Project Win: 025953.00 is located at the International Marine Terminal (IMT) Freezer Container Yard Improvements, at 460 Commercial Street, Portland, Maine. Project involves the removal of 2 existing catch basins and associated storm drains, removal and disposal of approximately 600 tons of contaminated soils in tandem with full depth reconstruction of the yard, removal of the existing guardrail, fencing, and pavement along the Freezer Container Storage Area within the IMT yard. The project proposes installation of 5 new catch basins, 314 LF of storm drain, approximately 1.3 acres of polymer modified hot mix asphalt pavement, reinforcement geogrid, and installation of new guardrail and security fencing.

## CONTRACT

- This project utilizes the MaineDOT Standard Specifications and Standard Details released in March 2020 and all of their published updates in addition to the project specific Special Provisions, Plans, and the following:

## REVIEW OF PLANS

- General site access and overview
- Review of proposed improvements

## REVIEW OF KEY SPECIAL PROVISIONS

- 104 Utilities
  - Pre-Construction Utility meeting as part of the larger pre-con. No relocation anticipated, but may interact with some utilities such as electrical duct bank.
  - Temporary relocation of existing skid mounted electrical pedestals outside of the limit of work necessary to complete pavement profile reconstruction. Contractor shall coordinate with owner, electrical subcontractor, and/or their designee prior to any work or relocation.

- 104 Progress Meetings
  - Weekly progress meetings shall be held at the Owner's office at 460 Commercial Street. A job trailer is not required.
- 105 Build America, Buy America
  - The project shall comply with BABA requirements
- 105 Environmental Requirements
  - It is the responsibility of the contractor to prepare a Health and Safety Plan (HASP) for the site.
  - The contractor shall notify the Maine DEP prior to any excavation on site.
  - Disposal of Contaminated soils shall be completed in accordance with the Environmental Media Management Plan (EMMP) prepared by Credere Associates.
  - Contractor responsible for hiring an Environmental Professional to help carry out the requirements in the EMMP.
- 107 Time
  - This is a 45-calendar day contract.

## MEETING MINUTES/QUESTIONS

The following questions were received at the Pre-Bid Meeting held on March 12<sup>th</sup>, 2026. Answers have been provided next to each question and should be considered a formal response. In the event of a contradiction, any information contained below would supersede the bid documents as applicable.

**Q:** What is the specification and reasoning for work to be completed from the North edge of the site to the south?

**A:** Work to start along the edge of the Fore River at the Northeast edge of the property and work southwest into the yard to prolong any conflict with facility operations internally, and to provide maximum lead time for the reefer plug-ins to be relocated.

**Q:** Will any plug-ins along the North edge of the site need to be temporarily relocated?

**A:** No, the pedestals along the North edge of the site are intended to remain in place undisturbed.

**Q:** Working Hours; is the yard's operation hours the official working hours for the site? Or can contractors work past the IMT yard operational hours?

**A:** Contractors are able to work outside of the typical IMT yard operational hours but will need to be coordinated with MPA. The yard will need to have security on site for all working hours.

**Q:** Testing contaminated soils for disposal; are there opportunities to start the sampling process before the construction start date? Have the materials been characterized yet?

**A:** Soil characterization has not yet occurred. Pre-characterization of the urban fill soils is permissible ahead of the prescribed construction start date provided the test pits are coordinated with MPA and the Environmental Professional and occur within a pre-agreed upon time window. The test pit locations would need to be restored with compacted gravel and asphalt to provide an acceptable wearing surface. No additional payment will be made if the successful bidder elects to perform pre-characterization. Please refer to the Environmental Media Management Plan (EMMP) for more information.

**Q:** Will the zones/ phased be marked out on site? i.e. along the existing maintenance building to remain and be protected?

**A:** Yes this will be coordinated in the field between the Contractor, Resident, and MPA.

**Q:** What are the transportation credentials, and does everyone need a TWIC card?

**A:** TWIC cards are needed to access the site. Approximately 5 cards should be provided per team. Terminal ID cards will be necessary. TWIC cards typically take 6-8 Weeks for new cards and 2 weeks for TWIC card renewals. Should there be issues obtaining the TWIC cards, there is potential for a waiver for the project to provide extra security measures as opposed to TWIC Cards. In any event, the construction window for 45 calendar days will not be diminished.

**Q:** Confirm that Catch Basin B needs to be removed and replaced?

**A:** Yes. Any reference in the plans to coring the existing CB-B should be ignored. This note will be rectified prior to release of the drawings for construction.

**Q:** Is there an additional pipe draining into Catch Basin "B"? There appears to be more flow entering than what would be expected from the upstream existing catch basin.

**A:** There are 4 active inlets depicted on the survey and design plans, as well as an inactive plugged inlet. The flow observed in the field is anticipated to be from a combination of those 4 pipes. A survey and private utility locate was conducted in coordination with compilation of records plans, however underground utilities should be considered approximate and incomplete. Should an additional unforeseen pipe be discovered during construction, the Resident will provide guidance on next steps including additional compensation if warranted.

**Q:** Will the temporarily relocated pedestals be used during construction?

**A:** Yes to the extent possible, but MPA has the ability to electrically isolate the pedestals to work around the contractors' work plan if requested and coordinated.

**Q:** Will there be any additional utility coordination or additional utility work to be completed for the project?

**A:** It is our understanding that there will not be any additional utility work to be completed on site. However, we recommend inviting CMP and any other potentially affected provider to the pre-construction meeting so they are at least aware of the project should any conflicts arise during construction.

**Q:** Gate closures and site access throughout the project?

**A:** Site access will occur through the primary entrance/exit at Gate 1. During the installation of Catch Basin "A", up to 2 (two), one-week, non-consecutive closures will be allowed to facilitate the work in this area. During this time, Gate 1 can continue to be used as the primary entrance for the Contractor, and Gate 4 may be used by the Contractor to exit the site. Close coordination with MPA and the Resident will be required.

**Q:** Will the entire fence and guardrail need to be replaced with new?

**A:** Yes, the fence and guardrail shall be completely replaced with new fencing and guardrail. Refer to the plans and specifications for more information.

**C:** Concerns for May 18 - July 3<sup>rd</sup> schedule.

**A:** The project schedule has been amended. Construction shall begin between May 18<sup>th</sup> and August 17<sup>th</sup>. Once work commences, the contractor has 45 consecutive calendar days to complete the work. Please refer to the amended SP 107 for more information.

Please consider these changes and information prior to submitting your bid on **March 26<sup>th</sup>, 2026**. No other questions were received by prospective bidders.



# MaineDOT

Town : Portland

WIN #: 025953.00

Name (Please Print)	Representing	Phone	e-mail
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