



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

June 24, 2024
Subject: Mill & Fill
State WIN: 026073.00
Location: Ellsworth
Amendment No. 2

Dear Sir/Ms.:

Please make the following changes to the bid documents:

In the bid book:

On page 14, "NOTICE TO CONTRACTORS", **REMOVE** the 5th paragraph, which reads "**The basis of award will be Section 1 Only. Sections 1 and 2 must be bid.**" Make this change in pen and ink.

REMOVE pages 17 – 19, "Proposal Schedule of Items", 3 pages, dated 5/24/2024, and **REPLACE** with the attached, revised "Proposal Schedule of Items", 3 pages, dated 6/24/2024.

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.

REMOVE page 97, "SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS - (Contract Time – Working Days)", 1-page dated May 8, 2024, and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS - (Contract Time – Working Days)", 1-page dated June 24, 2024.

The following questions have been received:

Question: The NOI states that Section 1 is the basis of award for the contract. If Section 2 is not awarded who will be responsible for adjusting those structures?

Response: See the amended Notice to Contractors and Proposal Schedule of Items.

Question: If Section 2 is not awarded will the structures contained in this Section still be lowered to allow the contractor to efficiently mill and shim the project?

Response: See the amended Notice to Contractors and Proposal Schedule of Items.

Question: Section 2 has an additional 20 CD's of MOT, will these be added to the contract to extend the overall contract if Section 2 is awarded?

Response: See the amended Schedule of Items.

Question: Section 2 has an additional 20 CD's of MOT, should there be additional WD's added to the contract for the contractor to perform this work if Section 2 is awarded?

Response: See the amended Special Provision – Section 107 – Prosecution and Progress (Contract Time – Working Days).

Question: Would the department consider reevaluating the number of additional days given in Section 2 to complete that work? With the number of structures to be adjusted in this section the number of days does not seem to be enough to complete the scope of work.

Response: See the amended Proposal Schedule of Items and Special Provision – Section 107 – Prosecution and Progress (Contract Time – Working Days).

Question: Will Proposed Cross Slope Sheets for WIN 26073.00 be provided?

Response: Proposed Cross Slopes Sheets will be provided to the Contractor after the Contract is awarded either at or prior to the Pre-Construction Meeting.

Consider these changes and information prior to submitting your bid on **June 26, 2024**.

Sincerely,



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

6/24/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 3

Proposal ID: 026073.00

Project(s): 026073.00

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	99,710.000 SY	_____	_____	_____	_____
0020	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	7,800.000 T	_____	_____	_____	_____
0030	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	30.000 T	_____	_____	_____	_____
0040	403.2111 9.5 MM POLYMER MODIFIED HMA (SHIM)	3,000.000 T	_____	_____	_____	_____
0050	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	1,830.000 T	_____	_____	_____	_____
0060	409.15 BITUMINOUS TACK COAT - APPLIED	8,120.000 G	_____	_____	_____	_____
0070	410.151 EMULSIFIED ASPHALT SEALCOAT, APPLIED	4,970.000 SY	_____	_____	_____	_____
0080	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	6,100.000 LB	_____	_____	_____	_____
0090	424.38 CRACK REPAIR - HOT POUR MASTIC	7,600.000 LB	_____	_____	_____	_____
0100	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	56.000 EA	_____	_____	_____	_____
0110	608.26 CURB RAMP DETECTABLE WARNING FIELD	40.000 SF	_____	_____	_____	_____

6/24/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 3

Proposal ID: 026073.00

Project(s): 026073.00

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
0120	608.46 REGRAIDING SIDEWALK	22.000 SY	_____	 _____	_____	 _____
0130	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	68,000.000 LF	_____	 _____	_____	 _____
0140	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	10,530.000 SF	_____	 _____	_____	 _____
0150	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	86,000.000 LF	_____	 _____	_____	 _____
0160	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	 _____	_____	 _____
0170	652.33 DRUM	56.000 EA	_____	 _____	_____	 _____
0180	652.34 CONE	120.000 EA	_____	 _____	_____	 _____
0190	652.35 CONSTRUCTION SIGNS	780.000 SF	_____	 _____	_____	 _____
0200	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	130.000 CD	_____	 _____	_____	 _____
0220	652.38 FLAGGER	4,240.000 HR	_____	 _____	_____	 _____
0230	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	_____	 LUMP SUM	_____	 _____
0240	659.10 MOBILIZATION	LUMP SUM	_____	 LUMP SUM	_____	 _____

6/24/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 3

Proposal ID: 026073.00

Project(s): 026073.00

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
0250	812.162 ADJUSTING SEWER MANHOLE TO GRADE	55.000 EA	_____	_____	_____	_____
0260	823.332 GATE VALVE BOX, ADJUST TO GRADE	75.000 EA	_____	_____	_____	_____
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, **026073.00, for Mill and Fill in the city of Ellsworth, County of Hancock, 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, within **92** 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 _____

\$_____ 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 026973.00 – Mill and Fill – in the city of Ellsworth,

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. 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 shall be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, within **92** 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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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.

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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.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

SPECIAL PROVISION
SECTION 107
PROSECUTION AND PROGRESS
(Contract Time – Working Days)

This Contract shall be completed within **(92)** working days. The Contractor may begin work anytime in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. Time charge will commence on the start date or no later than **(August 13, 2024)**, whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date, the Contractor shall submit an **electronic copy of their signed request to begin work and the Begin Construction Date**. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to Shawn.Smith@Maine.gov, Scott.Bickford@Maine.gov and the Jeremy.S.Parker@Maine.gov. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the submitted schedule of work within 2 calendar days of the schedule of work submittal. **A penalty in the amount of \$500/day will be assessed for each calendar day or partial calendar day beyond June 15th that the schedule of work is not received.** Upon receipt of the schedule of work, a pre-construction meeting will be scheduled.

The Contractor may request to adjust the submitted schedule of work and Begin Construction Date once after the initial submittal. The Department will allow adjustments in the Begin Construction Date of up to seven calendar days if the request is made at least 21 calendar days prior to the updated Begin Construction Date. This signed request shall be sent read receipt through **email** with their **Schedule of Work**, in accordance with Standard Specification 107.4.2, to Shawn.Smith@Maine.gov and Scott.Bickford@Maine.gov. The Contractor shall notify all utility contacts listed in the 104 Special Provision and provide the utility contacts the updated schedule of work within 2 calendar days of the request to adjust the Begin Construction Date.