

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

Bruce A. Van Note

June 3, 2024 Subject: Mill & Fill

State WIN: 026101.00, 026103.00 &

026482.00

Location: Hampden & Bangor

Amendment No. 1

Dear Sir/Ms.:

In the bid book:

**Remove** pages 17 – 21 titled Proposal Schedule of Items dated May 1, 2024, and **Replace** with the attached Proposal Schedule of Items dated June 3, 2024.

**Remove** pages 22 – 29 titled Contract Agreement, Offer and Award and **Replace** with the attached document titled Contract Agreement, Offer and Award.

**Remove** page 93 titled Special Provision, Section 105, General Scope of Work, (Limitations of Operations) dated April 1, 2024, and **Replace** with the attached Special Provision, Section 105, General Scope of Work, (Limitations of Operations) dated June 3, 2024.

**Remove** page 101 titled Special Provision, Section 107, Prosecution and Progress, (Contract Time – Working Days) dated April 29, 2024, and **Replace** with the attached Special Provision, Section 107, Prosecution and Progress, (Contract Time – Working Days)

The following questions have been received:

**Question:** Special Provision Section 107 has a must start by date of July 15th, 2024. Would the department consider pushing the must start by date back considering the advertisement date of the contract, the planning and submittal period, and aligning the contract with other work that has already bid?

**Response:** See the attached Special Provision Section 107 for the amended time charge start date.

**Question:** Special Provision Section 107 has 90 working days. Would the department consider increasing the number of working days to allow time to complete the misc work such as the 234 driveways that need to be ground and paved and the 125 CB's that need to have transitions ground into, etc.?

**Response:** See the attached Special Provision Section 107 which increases the working days for the Contract.

**Question:** Is the Department aware of any anticipated wind turbine components being moved through the project limits.

**Response:** See the attached Special Provision, Section 105 which provides the timeline for proposed wind turbine component moves through the project limits of WIN 26482.00.

Question: Will Proposed Cross Slope Sheets for WIN's 26101.00, 26103.00 and 26482.00 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 5 2024.

Sincerely,

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

Lyon Wachagell

# **Proposal Schedule of Items**

Page 1 of 5

**Proposal ID:** 026101.00 **Project(s):** 026101.00, 026103.00, 026482.00

**SECTION:** 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Proposal Line	Item ID	Approximate	Unit Price	Bid Amount	
Number	Description	Quantity and Units	Dollars Cents	Dollars Cents	
0010	202.2023 REMOVING PAVEMENT SURFACE - MEDIUM CUT DRUM	25,280.000 SY	!		
0020	202.203 PAVEMENT BUTT JOINTS	3,610.000 SY	!		
0030	204.42 REHABILITATE EXISTING SHOULDERS	4,650.000 SY	!		
0040	312.20 HOT IN-PLACE RECYCLING	62,100.000 SY	!		
0050	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	240.000 T	<u>!</u>		
0060	403.2101 9.5 MM POLYMER MODIFIED HMA	2,060.000 T	!		
0070	403.21041 HMA 9.5 MM – POLYMER MODIFIED THIN LIFT SURFACE TREATMENT	5,610.000 T	!		
0800	403.211 HOT MIX ASPHALT (SHIMMING)	5,300.000 T			
0090	403.213 HOT MIX ASPHALT 12.5 MM BASE	520.000 T	!		
0100	409.15 BITUMINOUS TACK COAT - APPLIED	8,030.000 G			
0110	410.153 EMULSIFIED ASPHALT SEALCOAT WITH GRIT, APPLIED	5,000.000 SY	!		
0120	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	100.000 CY	<u></u> !	!	

# Proposal Schedule of Items

Page 2 of 5

**Proposal ID:** 026101.00 **Project(s):** 026101.00, 026103.00, 026482.00

**SECTION:** 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Proposal Line	Item ID	Approximate	Unit Price	Bid Amount	
Number	Description	Quantity and Units	Dollars Cents	Dollars Cents	
0130	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	8,900.000 LB		!	
0140	424.38 CRACK REPAIR - HOT POUR MASTIC	12,900.000 LB		!	
0150	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	45.000 EA	<u> </u>	!	
0160	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	6.000 EA	<u></u>	!	
0170	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	6.000 EA	<u> </u>	!	
0180	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	9.000 EA	<u> </u>	!	
0190	606.362 GUARDRAIL ADJUSTED	1,430.000 LF	!		
0200	608.26 CURB RAMP DETECTABLE WARNING FIELD	386.000 SF	<u> </u>		
0210	608.45 CONSTRUCT SIDEWALK	60.000 SY		!	
0220	608.46 REGRADING SIDEWALK	460.000 SY		!	
0230	609.11 VERTICAL CURB TYPE 1	49.000 LF		<u></u>	
0240	609.31 CURB TYPE 3	3,108.000 LF			

# **Proposal Schedule of Items**

Page 3 of 5

**Proposal ID:** 026101.00 **Project(s):** 026101.00, 026103.00, 026482.00

**SECTION:** 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Proposal Line	Item ID	Approximate	Unit Price	Bid Amount	
Number	Description	Quantity and Units	Dollars Cents	Dollars Cents	
0250	609.38 RESET CURB TYPE 1	50.000 LF		!	
0260	609.40 RESET CURB TYPE 5	51.000 LF	!	!	
0270	610.08 PLAIN RIPRAP	12.000 CY	!	!	
0280	618.13 SEEDING METHOD NUMBER 1	110.000 UN	!	!	
0290	619.12 MULCH	110.000 UN		!	
0300	620.58 EROSION CONTROL GEOTEXTILE	42.000 SY	!	!	
0310	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	88,000.000 LF		!	
0320	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	5,334.000 SF			
0330	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	188,000.000 LF	<u></u> !	!	
0340	629.05 HAND LABOR, STRAIGHT TIME	10.000 HR		!	
0350	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	60.000 HR	!	!	
0360	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	120.000 HR			

# Proposal Schedule of Items

Page 4 of 5

**Proposal ID:** 026101.00 **Project(s):** 026101.00, 026103.00, 026482.00

**SECTION:** 1 HIGHWAY ITEMS

Alt Set ID: Alt Mbr ID:

Contractor:

Proposal Line	Item ID	Approximate	Unit Price	Bid Amount
Number	Description	Quantity and Units	Dollars Cents	Dollars Cents
0370	639.21 FIELD OFFICE TYPE D	1.000 EA	!	!
0380	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	140.000 SF	!	!
0390	652.33 DRUM	25.000 EA		
0400	652.34 CONE	320.000 EA		!
0410	652.35 CONSTRUCTION SIGNS	1,420.000 SF		!
0420	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	165.000 CD	<u></u>	
0430	652.38 FLAGGER	3,360.000 HR		!
0440	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	7.000 EA	!	!
0450	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMPSUM	
0460	659.10 MOBILIZATION	LUMP SUM	LUMP SUM	

Section: 1 Total:

# Proposal Schedule of Items Page 5 of 5 Proposal ID: 026101.00 Project(s): 026101.00, 026103.00, 026482.00

**SECTION:** 2 UTILITY ITEMS

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0470	812.162 ADJUSTING SEWER MANHOLE TO GRADE	21.000 EA		<u> </u>		<u> </u>
	Section: 2		Total:			<u> </u>
			Total B	id:		<u> </u>

### 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 <u>026101.00</u>, <u>026103.00</u> & <u>026482.00</u>, for <u>1" Overlay with 1½" Hot In Place Recycled Asphalt</u> in the town of <u>Hampden</u> & the city of <u>Bangor</u>, county of <u>Penobscot</u>, state of <u>Maine</u>. 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; warrantying 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 <u>102</u> 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 \$		

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 026101.00, 026103.00 & 026482.00 - 1" Overlay with 1½" Hot In Place Recycled Asphalt in the town of Hampden & the city of Bangor, county of Penobscot, 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 accepte	ed for (see checked boxes):
	Section 1 □ Section 2 □	
	Contract Amount:	
	This award consummates the	e Contract, and the documents referenced herein.
		MAINE DEPARTMENT OF TRANSPORTATION
	Date	By: Bruce A. Van Note, Commissioner
	Witness	<u> </u>

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

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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.

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.

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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 accepte	ed for (see checked boxes):
	Section 1 □ Section 2 □	
	Contract Amount:	
	This award consummates the	e Contract, and the documents referenced herein.
		MAINE DEPARTMENT OF TRANSPORTATION
	Date	By: Bruce A. Van Note, Commissioner
	Witness	<u> </u>

Hampden & Bangor 26101.00, 26103.00, 26482.00 US Route 1A, Washington Street June 3, 2024

# SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK (LIMITATIONS OF OPERATIONS)

1. WIN 26482.00 - Lane closures shall be restricted as follows.

From 606+22 to 725+00 (The Winterport Town Line to Kennebec Road):

3:00 PM to 6:00 PM – Maximum lane closures of 2,000 feet. Changeable Messages Signs shall be in placed by the Contractor, stating "To Avoid Delays use Alternate Route".

- 2. WIN 26482.00 From the beginning of the project to the Intersection of Route 9 Moscow Wind Project has planned wind turbine component moves which will travel through the project beginning June 10, 2024, through July 19, 2024. The anticipated schedule has five truck loads per day departing Searsport, Monday through Friday with staggered departure times at 6:00 am, 6:30 am and 7:00 am. The Contractor shall coordinate their work such that the wind turbine component can navigate safely through the project.
- 3. The Contractor shall plan operations so that the Resident will have sufficient advance notification to provide the necessary inspection and testing. Sufficient notification is considered 48 hours.
- 4. The Contractor shall provide the Resident with a 48-hour written notice before beginning night work. After receiving this notice, no work is allowed for 48 hours. Once work has been completed, the Contractor shall provide the same notice to return to day work.
- 5. The Contractor shall not schedule both day work and night work within the same 24-hour period without prior approval by the Resident and 48-hour notice.
- 6. Only one paving operation is allowed at one time, excluding hand placed paving, unless otherwise approved by the Resident.

Hampden & Bangor 26101.00, 26103.00 & 26482.00 US Route 1A & Washington Street June 3, 2024

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

This Contract shall be completed within (<u>102</u>) 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 <u>August 5</u>, <u>2024</u>, whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date the Contractor shall submit an <u>electronic copy of their signed request to begin work and the Begin Construction Date</u>. This signed request shall be sent read receipt through <u>email</u> with their <u>Schedule of Work</u>, in accordance with Standard Specification 107.4.2, to <u>Shawn.Smith@Maine.gov</u>, <u>Scott.Bickford@Maine.gov</u> and <u>Jeramy.S.Parker@Maine.gov</u>. 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. 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.