



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

April 16, 2024
Subject: Pavement Milling & Hot
Mix Asphalt Overlay
State WIN: 026350.00 & 026352.00
Location: **Brewer**
Amendment No. 1

Dear Sir/Ms.:

In the Bid Book:

Remove pages 17 – 20 titled Proposal Schedule of Items dated 03/18/2024 and **Replace** with the attached Proposal Schedule of Items dated 04/16/2021.

Remove pages 21 - 28 titled Contract Agreement, Offer and Award and **Replace** with the Attached Contract Agreement Offer and Award.

Remove page 98 titled Special Provision, Section 107, Prosecution and Progress (Contract Time – Working Days) dated February 7, 2024 and **Replace** with the attached Special Provision, Section 107, Prosecution and Progress (Contract Time – Working Days) dated April 16, 2024.

The following questions have been received:

Question: Would the department consider pushing back the must start date to mid July to allow the contractor more flexibility to align the contract with other contracts?

Response: Yes, **Remove** pages 17 – 20 titled Proposal Schedule of Items dated 03/18/2024 and **Replace** with the attached Proposal Schedule of Items dated 04/16/2021. **Remove** pages 21 - 28 titled Contract Agreement, Offer and Award and **Replace** with the Attached Contract Agreement Offer and Award. **Remove** page 98 titled Special Provision, Section 107, Prosecution and Progress (Contract Time – Working Days) dated February 7, 2024 and **Replace** with the attached Special Provision, Section 107, Prosecution and Progress (Contract Time – Working Days) dated April 16, 2024.

Question: With the amount of additional work on top of paving, structures, curb, sidewalks, detectables, etc. that have to be completed in a short section of road, would the department consider adding working days and MOT days to the contract?

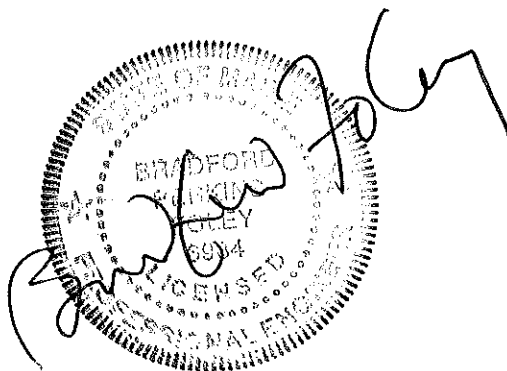
Response: Yes, **Remove** pages 17 – 20 titled Proposal Schedule of Items dated 03/18/2024 and **Replace** with the attached Proposal Schedule of Items dated 04/16/2021. **Remove** pages 21 - 28 titled Contract Agreement, Offer and Award and **Replace** with the Attached Contract Agreement Offer and Award. **Remove** page 98 titled Special Provision, Section 107, Prosecution and Progress (Contract Time

– Working Days) dated February 7, 2024 and **Replace** with the attached Special Provision, Section 107, Prosecution and Progress (Contract Time – Working Days) dated April 16, 2024.

Consider these changes and information prior to submitting your bid on **April 17, 2024**.

Sincerely,

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



4/16/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 4

Proposal ID: 026350.00

Project(s): 026350.00, 026352.00

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	28,840.000 SY				
0020	202.203 PAVEMENT BUTT JOINTS	680.000 SY				
0030	203.20 COMMON EXCAVATION	180.000 CY				
0040	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	50.000 CY				
0050	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	2,500.000 T				
0060	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	170.000 T				
0070	403.211 HOT MIX ASPHALT (SHIMMING)	1,100.000 T				
0080	403.213 HOT MIX ASPHALT 12.5 MM BASE	20.000 T				
0090	409.15 BITUMINOUS TACK COAT - APPLIED	2,400.000 G				
0100	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	8,800.000 LB				
0110	603.169 15 INCH CULVERT PIPE OPTION III	115.000 LF				
0120	604.161 ALTERING CATCH BASIN	9.000 EA				

4/16/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 4

Proposal ID: 026350.00

Project(s): 026350.00, 026352.00

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
0130	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	37.000 EA	_____	 _____	_____	 _____
0140	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	1.000 EA	_____	 _____	_____	 _____
0150	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	2.000 EA	_____	 _____	_____	 _____
0160	608.10 BRICK SIDEWALK, REMOVE AND REBUILD	10.000 SY	_____	 _____	_____	 _____
0170	608.26 CURB RAMP DETECTABLE WARNING FIELD	230.000 SF	_____	 _____	_____	 _____
0180	608.46 REGRADING SIDEWALK	290.000 SY	_____	 _____	_____	 _____
0190	609.21 CONCRETE SLIPFORM CURB	80.000 LF	_____	 _____	_____	 _____
0200	609.238 TERMINAL CURB TYPE 1 - 8 FOOT	5.000 EA	_____	 _____	_____	 _____
0210	609.31 CURB TYPE 3	200.000 LF	_____	 _____	_____	 _____
0220	609.38 RESET CURB TYPE 1	110.000 LF	_____	 _____	_____	 _____
0230	615.07 LOAM	21.000 CY	_____	 _____	_____	 _____
0240	618.13 SEEDING METHOD NUMBER 1	2.000 UN	_____	 _____	_____	 _____

4/16/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 4

Proposal ID: 026350.00

Project(s): 026350.00, 026352.00

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	619.12 MULCH	2.000 UN	_____	 _____	_____	 _____
0260	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	23,700.000 LF	_____	 _____	_____	 _____
0270	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	2,610.000 SF	_____	 _____	_____	 _____
0280	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	45,000.000 LF	_____	 _____	_____	 _____
0290	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR	_____	 _____	_____	 _____
0300	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0310	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	40.000 HR	_____	 _____	_____	 _____
0320	639.21 FIELD OFFICE TYPE D	1.000 EA	_____	 _____	_____	 _____
0330	652.33 DRUM	40.000 EA	_____	 _____	_____	 _____
0340	652.34 CONE	220.000 EA	_____	 _____	_____	 _____
0350	652.35 CONSTRUCTION SIGNS	1,874.000 SF	_____	 _____	_____	 _____

4/16/2024

Maine Department of Transportation

Proposal Schedule of Items

Page 4 of 4

Proposal ID: 026350.00

Project(s): 026350.00, 026352.00

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
0360	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	76.000 CD	_____	 _____	_____	 _____
0370	652.38 FLAGGER	2,600.000 HR	_____	 _____	_____	 _____
0380	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	 _____
0390	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
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, **WINS 26350.00 & 26352.00 for Pavement Milling, Hot Mix Asphalt Overlay, with Drainage and Safety Improvements in the City of Brewer, County of Penobscot, 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 **47** 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: **WINs 26350.00 & 26352.00 for Pavement Milling, Hot Mix Asphalt Overlay, with Drainage and Safety Improvements in the City of Brewer, 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 accepted.
documents referenced herein.

This award consummates the Contract, and the

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 _____

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 26350.00 & 26352.00 for Pavement Milling, Hot Mix Asphalt Overlay, with Drainage and Safety Improvements in the City of Brewer, County of Penobscot, 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 **47** 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.

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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: **WINs 26350.00 & 26352.00 for Pavement Milling, Hot Mix Asphalt Overlay, with Drainage and Safety Improvements in the City of Brewer, 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 accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

Brewer
26350.00 – 26352.00
State Street – Parkway South
April 16, 2024

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

This Contract shall be completed within (47) 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 1, 2024**), whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date (**and no later than June 15th**), 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 **Jeramy.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.