



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

February 27, 2023
Subject: Milling, Hot Mix Asphalt Overlay,
with Safety Improvements
State WIN: 026460.00
Location: **Benton, Burnham, Clinton,
Pittsfield, & Fairfield**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the bid documents

In the bid book:

Remove pages twenty-one to twenty-four titled CONTRACT AGREEMENT, OFFER & AWARD, and **Replace** with the attached CONTRACT AGREEMENT, OFFER & AWARD

Remove pages forty-three to forty-seven titled Construction notes totaling five pages dated January 3, 2023 and **Replace** with the attached Construction notes totaling five pages February 24, 2023

Remove page 84 Titled SPECIAL PROVISION SECTION 107 PROSECUTION AND PROGRESS (Contract Time-working days) dated January 30, 2023, and **Replace** with the attached SPECIAL PROVISION SECTION 107 PROSECUTION AND PROGRESS (Contract Time-working days) dated February 24, 2023

The following questions have been received:

Question: Page 21 states 90 working days and page 19 states 90 calendar days under item 652.36. Which one is correct?

Response: See above changes to bid book

Question: Page 47 mentions items 629 and 631. These are not in the schedule of items. Would the department consider adding these items?

Response: See above changes to bid book

Consider these changes and information prior to submitting your bid on **March 8 , 2023**.

Sincerely,



George M. A. Macdougall P.E.

Contracts & Specifications Engineer

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 26460.00 for Pavement Milling, Ultra-Thin Bonded Wearing Course with Safety Improvements in the Towns of Benton, Burnham, Clinton, and Pittsfield, Counties of Kennebec, Somerset, and Waldo, 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 **52** 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 26460.00 for Pavement Milling, Ultra-Thin Bonded Wearing Course with Safety Improvements in the Towns of Benton, Burnham, Clinton, and Pittsfield, Counties of Kennebec, Somerset, and Waldo**, 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

Construction Notes

Item 202.2023 Removing Pavement Surface – Medium Cut Drum

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Depth</u>	<u>Remarks</u>
2111+30	-	2054+15	¾"	28' +/- total width travel lane/passing lane & 4.0' +/- shoulder
2054+15	-	2052+80	1 ½"	36' +/- Full Width Webb Road Bridge
2052+80	-	2051+55	¾"	28' +/- total width travel lane/passing lane & 4.0' +/- shoulder
2051+55	-	1919+56	¾"	28' +/- total width travel lane/passing lane & 4.0' +/- shoulder
1918+04	-	1787+77	¾"	28' +/- total width travel lane/passing lane & 4.0' +/- shoulder
1787+77	-	1499+00	1 ½" ¾"	30.0' +/- total width travel lane & 2.0 +/- shoulder passing lane & 4.0' +/- shoulder
1499+00	-	1492+00	1 ½" ¾"	28.0' +/- total width travel lane passing & 4.0' +/- shoulder
1492+00	-	1485+10	1 ½" ¾"	30.0' +/- total width travel lane & 2.0 +/- shoulder passing lane & 4.0' +/- shoulder
1485+10	-	1483+43	1 ½"	40' +/- Full Width Hinckley Road Bridge
1483+43	-	1473+25	1 ½" ¾"	30.0' +/- total width travel lane & 2.0 +/- shoulder passing lane & 4.0' +/- shoulder

Item 202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Depth</u>	<u>Remarks</u>
1473+25	-	1462+25	1 ½” ¾”	28.0’ +/- total width travel lane passing & 4.0’ +/- shoulder
1462+25	-	1288+59	1 ½” ¾”	30.0’ +/- total width travel lane & 2.0 +/- shoulder passing lane & 4.0’ +/- shoulder
1288+59	-	1287+00	1 ½”	36’ +/- Full Width River Road Bridge
1287+00	-	1267+00	1 ½” ¾”	30.0’ +/- total width travel lane & 2.0 +/- shoulder passing lane & 4.0’ +/- shoulder

Ramps

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Depth</u>	<u>Remarks</u>
Exit 150 On Ramp				
0+00		2+50+/-	¾”	mill full width includes spurs
2+50		17+50	¾”	16.0’ +/- mainline only
17+50		19+50	¾”	mill full width straight grade accel lane

Item 202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Ramps

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Depth</u>	<u>Remarks</u>
Exit 138 Off Ramp				
0+00		1+50+/-	¾”	mill full width includes shoulder decel lane
1+50		14+13+/-	¾”	16.0’ +/- mainline only
14+13		16+00+/-	¾”	mill full width includes spurs
Exit 138 On Ramp				
0+00		0+75+/-	¾”	mill full width
0+75		18+00+/-	¾”	14.0’ +/- mainline only
18+00		19+25+/-	¾”	mill full width straight grade accel lane

Item 202.2023 Removing Pavement Surface – Medium Cut Drum (Continued)

Shoulder (Full Width)

<u>Station</u>	<u>to</u>	<u>Station</u>	<u>Width</u>	<u>Remarks</u>
2015+10	-	2014+90	10'	Remove 1 ½" +/- from 10' shoulder area
1998+10	-	1997+90	10'	Remove 1 ½" +/- from 10' shoulder area
1695+10	-	1694+90	10'	Remove 1 ½" +/- from 10' shoulder area
1657+10	-	1656+90	10'	Remove 1 ½" +/- from 10' shoulder area
1635+10	-	1634+90	10'	Remove 1 ½" +/- from 10' shoulder area
1392+60	-	1392+40	10'	Remove 1 ½" +/- from 10' shoulder area
1339+60	-	1339+40	10'	Remove 1 ½" +/- from 10' shoulder area

**Above locations are estimates only and may be changed by the Resident.
Shoulder areas shall be milled as directed.**

Contractor will remove pavement to maintain existing cross slopes or as directed by the Resident. Bridges will be profiled for milling and paving operations. Mark downs shall be in place on Mainline prior to commencing milling operations. Contractor will establish centerline control points prior to removal of existing centerline. **Contractor is advised that the crack near centerline may not represent true centerline.** The centerline may require adjustment to maintain the twelve-foot travel lanes, and a four-foot passing lane shoulder widths. See Typical for ramps.

***The Department shall assess the bridge headers and may require additional milling and shim to improve the bridge approach profile. Some header elevation adjustments may be required to include partial removal of the uppermost portion of the header, not to exceed 1", and replaced with an approved mastic material. The removal of header material shall be paid under item 202.2023 and mastic will be paid under the mastic contract item.

403.2111 9.5mm Polymer Modified HMA Shim

This item to be used for a leveling course, for ramps, crossovers, possible de-lamination areas in the pavement removal areas, rutting areas, and overlay areas, and as directed the Resident.

410.151 Emulsified Asphalt Sealcoat Applied

To be applied to the 4' & 10' shoulders the entire length of project and as directed. Item will be applied after Item 202.205 Rumble Strips - Shoulder have been completed. It is the intent to seal the rumble strip areas. Shoulders that are not resurfaced on ramps and mainline will be seal coated.

424.22 Asphalt Rubber Crack Sealer Type 2, Applied

Item will be used to treat centerline, longitudinal cracks on mainline & shoulders, including ramps, as determined, and directed by the Resident.

424.3333 Low Modulus Joint Sealer, Applied

Item used as depicted in Typical 3 and 4. Areas where mill depth is 1 ½, applied to bridge centerline longitudinal joint, and gutter lines.

424.38 Crack Repair- Hot Pour Mastic

Item will be used to treat centerline, longitudinal cracks on mainline & shoulders, including ramps, as determined, and directed by the Resident.

627.30 Grooving for Pavement Marking

Item shall include yellow edge line, white edge line, and white skips. Skip lines shall be ground 15 feet in length.

627.78 Temporary 4" Painted Pavement Marking Line, White or Yellow

All areas that have received the surface course shall be painted prior to being opened to traffic or immediately after the lane closure is removed. Any striping procedure besides paint, including white and yellow temporary approved raised pavement markers, shall be considered incidental.

627.781 Temporary 6" Painted Pavement Marking Line, White or Yellow

Item is to be used once lanes have been milled, prior to being opened to traffic or immediately after the lane closure is removed. Any striping procedure besides paint, including white and yellow temporary approved raised pavement markers, shall be considered incidental.

Item 652.35 Construction Signs

Two "Road Work Next 16 Miles" signs are required as part of this project.

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

This Contract shall be completed within (**52**) 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 **May 15th**, whichever occurs first.

At least 21 calendar days prior to the desired Begin Construction Date **and no later than April 24th**, 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. 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.