



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

April 26, 2023
Subject: Pavement Milling & HMA
Overlay
State WIN: 026486.00 & 026630.05
Location: **Columbia, Columbia
Falls, East
Machias, Machias & Jonesboro
Amendment No. 1**

Dear Sir/Ms.:

Make the following changes to the bid documents

In the Bid Book:

Remove pages seventeen to twenty-two dated 4/28/2023 totaling six pages titled Proposal Schedule of Items, and **Replace** with the attached Proposal Schedule of Items dated 5/23/2023 totaling six pages

Remove pages twenty-three to thirty titled CONTRACT AGREEMENT, OFFER & AWARD, totaling eight pages, and replace with the attached titled CONTRACT AGREEMENT, OFFER & AWARD, totaling eight pages

Remove page one hundred and three titled SPECIAL PROVISION 107, dated April 10, 2023 totaling one page, and Replace with the the attached SPECIAL PROVISION 107 dated May 23, 2023

The following questions have been received:

Question: Does the department have the cross-slope sheets available for this contract?

Response: Cross slope sheets are being developed and will be made available to the Contractor before work begins.

Question: Special Provision Section 105 Note 2 indicates that the department will be evaluating whether the Eagles nest is active in the Spring. Has this evaluation taken place, and is this area still a concern prior to August 15, 2023?

Response: The nest is active, and work in the specified location cannot start until August 15, 2023, as stated in Special Provision 105 note 2.

Question: Special Provision Section 107 has a start date no later than June 12, 2023. Would the department consider modifying this date with the current bid date being May 24, 2023, considering the time for award, contract signing and submittals?

Response: Please see the attached, revised SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS - (Contract Time – Working Days), dated May 23, 2023.

Question: Special Provision Section 107 has a completion date of 106 working days. Would the department consider increasing the work window to allow the contractor more days with the amount of work on this contract and other contracts in the region?

Response: Please see the attached, revised SPECIAL PROVISION - SECTION 107 - PROSECUTION AND PROGRESS - (Contract Time – Working Days), dated May 23, 2023.

Question: Would the department consider allowing a winter suspension on the contract and allowing a portion of the work to be completed in 2024?

Response: The Department would require the placement of the shim / levelling course over the CIPR layer prior to winter suspension. Any remaining working days would carry over into 2024.

Question: Regarding item 202.202 Removing Pavement Surface:

a. The details show a 6' mill width on the shoulders when removing the pavement. Given the 7'3" Min width of a mill head, would the department want to extend milling into mainline or into the shoulder which would contaminate the millings with shoulder material?

Response: The existing typical cross section of 12-foot travel way and 6 foot will be maintained.

Should the equipment selected to remove the shoulder pavement exceed the 6 feet (existing width) of the shoulder the Contractor would be responsible to re-create the cross section to existing or as described in the plans. Should a portion of the travel way be removed to accommodate the pavement removal operation or equipment the Contractor will be required to replace and re-create that portion of the travel way to the required cross section before the CIPR process begins.

b. The milling depth on the shoulders is shown at 2". Does the department anticipate enough mix on the shoulders to avoid getting into gravel at 2" depth, and how will this be handled if gravel is encountered at this depth.

Response: There is potential that gravel could be encountered in some locations. The 2" milling depth shall be maintained even if gravel is encountered on the shoulders to prepare the shoulder areas for a placement of 2" of HMA pavement.

Consider these changes and information prior to submitting your bid on **May 24, 2023**.

Sincerely,



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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 026486.00

Project(s): 026486.00, 026630.05

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	202.128 REMOVING OF EXISTING CONCRETE CURBS & SIDEWALKS	LUMP SUM				
0020	202.202 REMOVING PAVEMENT SURFACE	67,670.000 SY				
0030	202.2023 REMOVING PAVEMENT SURFACE - MEDIUM CUT DRUM	28,000.000 SY				
0040	202.203 PAVEMENT BUTT JOINTS	2,570.000 SY				
0050	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	10.000 CY				
0060	311.34 COLD IN-PLACE RECYCLED ASPHALT PAVEMENT (TRAVELING PUGMILL) 4 INCH	194,750.000 SY				
0070	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	320.000 T				
0080	403.2101 9.5 MM POLYMER MODIFIED HMA	6,100.000 T				
0090	403.21041 HMA 9.5 MM – POLYMER MODIFIED THIN LIFT SURFACE TREATMENT	14,630.000 T				
0100	403.211 HOT MIX ASPHALT (SHIMMING)	17,370.000 T				
0110	403.213 HOT MIX ASPHALT 12.5 MM BASE	7,450.000 T				

Maine Department of Transportation

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	409.15 BITUMINOUS TACK COAT - APPLIED	21,260.000 G	_____	 _____	_____	 _____
0130	410.151 EMULSIFIED ASPHALT SEALCOAT, APPLIED	9,720.000 SY	_____	 _____	_____	 _____
0140	410.161 COVER COAT MATERIAL, SAND	4,900.000 LB	_____	 _____	_____	 _____
0150	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	60.000 CY	_____	 _____	_____	 _____
0160	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	12,000.000 LB	_____	 _____	_____	 _____
0170	424.38 CRACK REPAIR - HOT POUR MASTIC	25,000.000 LB	_____	 _____	_____	 _____
0180	511.07 COFFERDAM: STATION 668+10 DOWNSTREAM	LUMP SUM		 LUMP SUM	_____	 _____
0190	511.07 COFFERDAM: STATION 668+10 UPSTREAM	LUMP SUM		 LUMP SUM	_____	 _____
0200	511.07 COFFERDAM: STATION 671+22 DOWNSTREAM	LUMP SUM		 LUMP SUM	_____	 _____
0210	511.07 COFFERDAM: STATION 671+22 UPSTREAM	LUMP SUM		 LUMP SUM	_____	 _____
0220	603.175 18 INCH REINFORCED CONCRETE PIPE CLASS III	208.000 LF	_____	 _____	_____	 _____

Maine Department of Transportation

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			Dollars	Cents	Dollars	Cents
0230	603.195 24 INCH REINFORCED CONCRETE PIPE CLASS III	66.000 LF	_____	 _____	_____	 _____
0240	603.55 CONCRETE PIPE TIES	12.000 GP	_____	 _____	_____	 _____
0250	604.076 60 INCH CATCH BASIN TYPE A1-C	1.000 EA	_____	 _____	_____	 _____
0260	604.161 ALTERING CATCH BASIN	10.000 EA	_____	 _____	_____	 _____
0270	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	26.000 EA	_____	 _____	_____	 _____
0280	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	1,064.000 LF	_____	 _____	_____	 _____
0290	606.1303 31" W-BM GR, MID-WAY SPLICE-15' RAD AND LESS	80.000 LF	_____	 _____	_____	 _____
0300	606.1304 31" W-BM GR, MID-WAY SPLICE-OVER 15' RAD	40.000 LF	_____	 _____	_____	 _____
0310	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	4.000 EA	_____	 _____	_____	 _____
0320	606.1306 31" W-BM GR, MID-WAY SPLICE TANGENT TERMINAL	4.000 EA	_____	 _____	_____	 _____
0330	606.178 GUARDRAIL BEAM	62.500 LF	_____	 _____	_____	 _____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0340	606.265 TERMINAL END - SINGLE RAIL - GALVANIZED STEEL	3.000 EA	_____	 _____	_____	 _____
0350	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	128.000 EA	_____	 _____	_____	 _____
0360	606.356 UNDERDRAIN DELINEATOR POST	84.000 EA	_____	 _____	_____	 _____
0370	606.362 GUARDRAIL ADJUSTED	16,300.000 LF	_____	 _____	_____	 _____
0380	608.08 REINFORCED CONCRETE SIDEWALK	250.000 SY	_____	 _____	_____	 _____
0390	608.26 CURB RAMP DETECTABLE WARNING FIELD	460.000 SF	_____	 _____	_____	 _____
0400	608.46 REGRAIDING SIDEWALK	630.000 SY	_____	 _____	_____	 _____
0410	609.11 VERTICAL CURB TYPE 1	52.000 LF	_____	 _____	_____	 _____
0420	609.31 CURB TYPE 3	484.000 LF	_____	 _____	_____	 _____
0430	609.38 RESET CURB TYPE 1	810.000 LF	_____	 _____	_____	 _____
0440	610.08 PLAIN RIPRAP	30.000 CY	_____	 _____	_____	 _____
0450	613.319 EROSION CONTROL BLANKET	90.000 SY	_____	 _____	_____	 _____

Maine Department of Transportation

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			Dollars	Cents	Dollars	Cents
0460	618.14 SEEDING METHOD NUMBER 2	777.000 UN	_____	_____	_____	_____
0470	619.12 MULCH	777.000 UN	_____	_____	_____	_____
0480	620.58 EROSION CONTROL GEOTEXTILE	33.000 SY	_____	_____	_____	_____
0490	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	279,000.000 LF	_____	_____	_____	_____
0500	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	3,280.000 SF	_____	_____	_____	_____
0510	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	572,000.000 LF	_____	_____	_____	_____
0520	629.05 HAND LABOR, STRAIGHT TIME	120.000 HR	_____	_____	_____	_____
0530	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	550.000 HR	_____	_____	_____	_____
0540	631.133 SKID STEER (INCLUDING OPERATOR)	40.000 HR	_____	_____	_____	_____
0550	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	1,100.000 HR	_____	_____	_____	_____
0560	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	_____	_____	_____

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0570	645.292 REGULATORY, WARNING, CONFIRMATION AND ROUTE MARKER ASSEMBLY SIGNS TYPE II	70.000 SF	_____	 _____	_____	 _____
0580	652.33 DRUM	30.000 EA	_____	 _____	_____	 _____
0590	652.34 CONE	300.000 EA	_____	 _____	_____	 _____
0600	652.35 CONSTRUCTION SIGNS	1,520.000 SF	_____	 _____	_____	 _____
0610	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	190.000 CD	_____	 _____	_____	 _____
0620	652.38 FLAGGER	6,690.000 HR	_____	 _____	_____	 _____
0630	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM		 LUMP SUM	_____	 _____
0640	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 26486.00 and 26630.05 for Pavement Milling, Hot Mix Asphalt Overlay, Cold In-Place Recycle with Drainage and Safety Improvements in the Towns of Columbia, Columbia Falls, East Machias, Jonesboro, and Machias, County of Washington, 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 **118** 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 26486.00 and 26630.05 for Pavement Milling, Hot Mix Asphalt Overlay, Cold In-Place Recycle with Drainage and Safety Improvements in the Towns of Columbia, Columbia Falls, East Machias, Jonesboro, and Machias, County of Washington,** 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

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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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A. The Work.

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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 **118** 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.

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

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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.

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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

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

This Contract shall be completed within **118** 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 **July 5, 2023**, 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 Construction Project Manager 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, Scott.Bickford@Maine.gov or Jeremy.S.Parker@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.