



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

April 22, 2025
Subject: Highway Rehabilitation
WIN: 027688.00
Location: **Coplin-Eustis**
Amendment No. 1

Dear Sir/Ms.:

Please make the following change to the Bid Book:

REMOVE pages 12 thru 15, "Proposal Schedule of Items" dated 03/19/2025 and **REPLACE** with the attached revised "Proposal Schedule of Items", 5 pages, dated 04/15/2025.

REMOVE pages 16 thru 23, "Contract Agreement Offer & Award" dated 03/19/2025 and **REPLACE** with the attached revised "Contract Agreement Offer & Award", 8 pages, dated 04/22/2025.

REMOVE page 64 "SPECIAL PROVISION SECTION 107 PROSECUTION AND PROCESS" dated 02/21/2025 and **REPLACE** with the attached revised "SPECIAL PROVISION SECTION 107 PROSECUTION AND PROCESS", 1 pages, dated 04/22/2025.

Consider these changes and information prior to submitting your bid on **April 23, 2025**.

Sincerely,

A handwritten signature in blue ink, reading "George M. A. Macdougall".

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

4/15/2025

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 5

Proposal ID: 027688.00

Project(s): 027688.00

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	6,550.000 SY	_____	_____	_____	_____
0020	202.203 PAVEMENT BUTT JOINTS	150.000 SY	_____	_____	_____	_____
0030	304.103 AGGREGATE SUBBASE - GRAVEL (TRUCK MEASURE)	6,500.000 CY	_____	_____	_____	_____
0040	308.36 FULL DEPTH RECYCLED PAVEMENT WITH CEMENT	32,000.000 SY	_____	_____	_____	_____
0050	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	50.000 T	_____	_____	_____	_____
0060	403.21041 HMA 9.5 MM – POLYMER MODIFIED THIN LIFT SURFACE TREATMENT	2,200.000 T	_____	_____	_____	_____
0070	403.211 HOT MIX ASPHALT (SHIMMING)	110.000 T	_____	_____	_____	_____
0080	403.213 HOT MIX ASPHALT 12.5 MM BASE	4,100.000 T	_____	_____	_____	_____
0090	409.15 BITUMINOUS TACK COAT - APPLIED	3,000.000 G	_____	_____	_____	_____
0100	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	100.000 CY	_____	_____	_____	_____
0105	424.381 ASPHALTIC RECREATIONAL CROSSINGS, 2 INCH DEPTH	50.000 SY	_____	_____	_____	_____
0110	603.16 15 INCH CULVERT PIPE OPTION I	80.000 LF	_____	_____	_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 027688.00

Project(s): 027688.00

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	603.179 18 INCH CULVERT PIPE OPTION III	174.000 LF	_____	_____	_____	_____
0130	603.199 24 INCH CULVERT PIPE OPTION III	48.000 LF	_____	_____	_____	_____
0140	603.219 36 INCH CULVERT PIPE OPTION III	56.000 LF	_____	_____	_____	_____
0150	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	775.000 LF	_____	_____	_____	_____
0160	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	8.000 EA	_____	_____	_____	_____
0170	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	16.000 EA	_____	_____	_____	_____
0180	606.356 UNDERDRAIN DELINEATOR POST	7.000 EA	_____	_____	_____	_____
0190	606.754 WIDEN SHOULDER FOR FLARED GUARDRAIL TERMINAL	8.000 EA	_____	_____	_____	_____
0200	610.08 PLAIN RIPRAP	50.000 CY	_____	_____	_____	_____
0210	610.16 HEAVY RIPRAP	125.000 CY	_____	_____	_____	_____
0220	610.18 STONE DITCH PROTECTION	45.000 CY	_____	_____	_____	_____
0230	613.319 EROSION CONTROL BLANKET	4,500.000 SY	_____	_____	_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

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Proposal ID: 027688.00

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SECTION: 1 HIGHWAY ITEMS

Alt Set ID:

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	618.14 SEEDING METHOD NUMBER 2	260.000 UN	_____	_____	_____	_____
0250	619.12 MULCH	260.000 UN	_____	_____	_____	_____
0260	620.54 STABILIZATION/REINFORCEMENT GEOTEXTILE	1,800.000 SY	_____	_____	_____	_____
0270	620.58 EROSION CONTROL GEOTEXTILE	300.000 SY	_____	_____	_____	_____
0280	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	37,000.000 LF	_____	_____	_____	_____
0290	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	37,000.000 LF	_____	_____	_____	_____
0300	629.05 HAND LABOR, STRAIGHT TIME	30.000 HR	_____	_____	_____	_____
0310	631.111 TRACTOR MOUNTED HYDRAULIC HAMMER	15.000 HR	_____	_____	_____	_____
0320	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	300.000 HR	_____	_____	_____	_____
0330	631.133 SKID STEER (INCLUDING OPERATOR)	10.000 HR	_____	_____	_____	_____
0340	631.14 GRADER (INCLUDING OPERATOR)	100.000 HR	_____	_____	_____	_____

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Maine Department of Transportation

Proposal Schedule of Items

Page 4 of 5

Proposal ID: 027688.00

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Alt Set ID:

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	800.000 HR	_____	 _____	_____	 _____
0360	631.22 FRONT END LOADER (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0370	631.32 CULVERT CLEANER (INCLUDING OPERATOR)	10.000 HR	_____	 _____	_____	 _____
0380	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	 _____	_____	 _____
0390	652.33 DRUM	120.000 EA	_____	 _____	_____	 _____
0400	652.34 CONE	120.000 EA	_____	 _____	_____	 _____
0410	652.35 CONSTRUCTION SIGNS	1,600.000 SF	_____	 _____	_____	 _____
0420	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	110.000 CD	_____	 _____	_____	 _____
0430	652.38 FLAGGER	2,100.000 HR	_____	 _____	_____	 _____
0440	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	 _____
0450	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, **WIN 027688.00 for Highway Rehabilitation in the town of Eustis & the plantation of Coplin, County of Franklin, 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, on or before **August 30, 2026.** 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 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 027688.00 - for Highway Rehabilitation - in the town of Eustis & the plantation of Coplin, County of Franklin, 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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: 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 _____

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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; 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, on or before **August 30, 2026.** 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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\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

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2. The Contractor knows of no legal, contractual, or financial impediment to entering into this 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.

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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: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: 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)

This Contract shall be completed within **110** continuous calendar days. The Contractor may begin work **no earlier than May 27, 2025**, in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. The Contract Completion Date will be no later than **August 30, 2026**.

At least 14 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**, **Mark.Shibles@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 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. A Contract Modification will be executed to document the new Contract Completion Date based upon the Begin Construction Date. The modified Contract Completion Date shall not exceed the Contract Completion Date specified in this special provision.

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 **4 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**, **Mark.Shibles@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.