



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

June 9, 2025
Subject: Mill & Fill
WIN: 027702.00
Location: Skowhegan-Madison
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the contract bid book:

REMOVE, pages 17 through 21, "Proposal Schedule of Items", dated 5/20/2025, and **REPLACE** with attached revised "Proposal Schedule of Items", 3 pages, dated 6/6/2025.

REMOVE, pages 22 through 29, "CONTRACT AGREEMENT, OFFER & AWARD", dated 05/20/2025 and **REPLACE** with attached revised "CONTRACT AGREEMENT, OFFER & AWARD", 8 pages, dated 06/09/2025.

REMOVE, page 81, "SPECIAL PROVISION, SECTION 107, PROSECUTION AND PROGRESS", dated 04/30/2025, and **REPLACE** with attached revised "SPECIAL PROVISION, SECTION 107, PROSECUTION AND PROGRESS", 1 page, dated 12/15/2025.

The following questions have been received:

Question: Would the Department be willing to reevaluate the number of working days? Special Provision Section 104 Utilities calls out 71 WD's for all utilities to perform their work. Would the department consider adding 70 WDs due to the high amount of utility adjustments and the various different scopes in the project?

Response: See replacement Contract Agreement.

Question: Would the department consider pushing back the time charge date until September of 2025 to allow contractors flexibility when scheduling with current projects?

Response: See Answer above regarding change to working days.

Question: Would the department allow off-shift lane closures for the 9" Reconstruction sections? If not will the department allow the contractor to grade it up with gravel until the next shift?

Response: The Department looked at this option during design and determined that there was not enough width for this to be accomplished. If the contractor wishes to propose this with their traffic control plan the Department will evaluate that proposal.

Question: Along with the millings the contractor is allowed to use to cap the recon areas, would the Department be willing to allow the contractor to keep 20% to cover the rap used in the mix for the project?

Response: The Department is looking to retain all millings from the project with the exception of any rap used to provide a 3" cap over the top of gravel. All millings not utilized in the project will be delivered to the Route 2 Canaan Maintenance Facility as outlined in the contract.

Question: Would the Department consider additional Rental items, Dozer, Grader and loader to be used in the reconstruction areas?

Response: The placement of the millings in the reconstruction areas will be paid as gravel.

Question: Will it be allowed to leave closures up during none working hours as long as there is one lane maintained in both directions?

Response: The Department will look at this during the evaluation of the traffic control plan from the contractor.

Question: Can the Department supply more info on the 4 B1-C Catch basin, sump, invert in and out, rim elevation?

Response: Elevations and inverts will be given to the contractor at the Preconstruction Mtg.

Question: Special Provision Section 403 Note 27 requires the contractor to meet a level II pavement smoothness classification. Would the department please reevaluate this requirement based on the number of structures and speed through this section of road, and consider removing this requirement?

Response: Section 402 – Pavement smoothness would apply to sections with a posted speed limit of 30 mph or greater, which limits would consist of approximately 3500 foot of the project beginning just north of the East Madison Road to the northly Project limit. The Department intends to collect data for the entire project but only apply pay adjustments for the portion that qualifies for pay adjustment.

Consider these changes and information prior to submitting your bid on **June 11, 2025**.

Sincerely,

A handwritten signature in blue ink, reading "George Macdougall". The signature is fluid and cursive, with the first name "George" and last name "Macdougall" clearly legible.

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

6/6/2025

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 5

Proposal ID: 027702.00

Project(s): 027702.00

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	202.15 REMOVING EXISTING MANHOLE OR CATCH BASIN	1.000 EA	_____	 _____	_____	 _____
0020	202.202 REMOVING PAVEMENT SURFACE FIRST PASS (1 INCH TO 3 INCH)	55,075.000 SY	_____	 _____	_____	 _____
0030	202.202 REMOVING PAVEMENT SURFACE SECOND PASS (3 INCH TO 6 INCH)	47,180.000 SY	_____	 _____	_____	 _____
0040	202.203 PAVEMENT BUTT JOINTS	1,000.000 SY	_____	 _____	_____	 _____
0050	304.163 AGGREGATE BASE COURSE - TYPE C - TRUCK MEASURE	4,800.000 CY	_____	 _____	_____	 _____
0060	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	4,800.000 T	_____	 _____	_____	 _____
0070	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	540.000 T	_____	 _____	_____	 _____
0080	403.2111 9.5 MM POLYMER MODIFIED HMA (SHIM)	100.000 T	_____	 _____	_____	 _____
0090	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	13,380.000 T	_____	 _____	_____	 _____
0100	409.15 BITUMINOUS TACK COAT - APPLIED	6,100.000 G	_____	 _____	_____	 _____
0110	411.10 UNTREATED AGGREGATE SURFACE COURSE (TRUCK MEASURE)	40.000 CY	_____	 _____	_____	 _____

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Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 5

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Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0120	424.22 ASPHALT RUBBER CRACK SEALER TYPE 2, APPLIED	1,300.000 LB	_____	 _____	_____	 _____
0130	424.381 ASPHALTIC RECREATIONAL CROSSINGS, 2 INCH DEPTH	55.000 SY	_____	 _____	_____	 _____
0140	424.386 MASTIC FOR ASPHALTIC PLUG JOINT REPLACEMENT, >1.25 INCH	74.000 LF	_____	 _____	_____	 _____
0150	519.60 EXPANSION DEVICE - ASPHALTIC PLUG JOINT	74.000 LF	_____	 _____	_____	 _____
0160	603.16 15 INCH CULVERT PIPE OPTION I	20.000 LF	_____	 _____	_____	 _____
0170	604.092 CATCH BASIN TYPE B1-C	4.000 EA	_____	 _____	_____	 _____
0180	604.161 ALTERING CATCH BASIN	5.000 EA	_____	 _____	_____	 _____
0190	604.164 REBUILDING CATCH BASIN	1.000 EA	_____	 _____	_____	 _____
0200	604.18 ADJUSTING MANHOLE OR CATCH BASIN TO GRADE	47.000 EA	_____	 _____	_____	 _____
0210	605.09 6 INCH UNDERDRAIN TYPE B	530.000 LF	_____	 _____	_____	 _____
0220	605.11 12 INCH UNDERDRAIN TYPE C	805.000 LF	_____	 _____	_____	 _____
0230	605.12 15 INCH UNDERDRAIN TYPE C	235.000 LF	_____	 _____	_____	 _____

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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
0240	606.356 UNDERDRAIN DELINEATOR POST	1.000 EA				
0250	606.362 GUARDRAIL ADJUSTED	250.000 LF				
0260	608.26 CURB RAMP DETECTABLE WARNING FIELD	300.000 SF				
0270	608.46 REGRAIDING SIDEWALK	980.000 SY				
0280	609.11 VERTICAL CURB TYPE 1	50.000 LF				
0290	609.221 TERMINAL CURB TYPE 1	170.000 LF				
0300	609.222 TERMINAL CURB TYPE 1 - CIRCULAR	60.000 LF				
0310	609.31 CURB TYPE 3	1,600.000 LF				
0320	609.38 RESET CURB TYPE 1	1,060.000 LF				
0330	610.08 PLAIN RIPRAP	2.000 CY				
0340	613.319 EROSION CONTROL BLANKET	50.000 SY				
0350	615.07 LOAM	100.000 CY				
0360	618.13 SEEDING METHOD NUMBER 1	10.000 UN				

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Maine Department of Transportation

Proposal Schedule of Items

Page 4 of 5

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Project(s): 027702.00

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
0370	619.12 MULCH	10.000 UN				
0380	620.54 STABILIZATION/REINFORCEMENT GEOTEXTILE	2,500.000 SY				
0390	620.58 EROSION CONTROL GEOTEXTILE	4.000 SY				
0400	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	44,200.000 LF				
0410	627.75 WHITE OR YELLOW PAVEMENT & CURB MARKING	7,200.000 SF				
0420	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	132,400.000 LF				
0430	629.05 HAND LABOR, STRAIGHT TIME	5.000 HR				
0440	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	70.000 HR				
0450	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR)	15.000 HR				
0460	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	140.000 HR				
0470	639.19 FIELD OFFICE TYPE B	1.000 EA				

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Maine Department of Transportation

Proposal Schedule of Items

Page 5 of 5

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0480	652.33 DRUM	55.000 EA	_____	 _____	_____	 _____
0490	652.34 CONE	100.000 EA	_____	 _____	_____	 _____
0500	652.35 CONSTRUCTION SIGNS	1,300.000 SF	_____	 _____	_____	 _____
0510	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	136.000 CD	_____	 _____	_____	 _____
0520	652.38 FLAGGER	5,200.000 HR	_____	 _____	_____	 _____
0530	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	 _____
0540	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 027702.00** for **Mill & Fill** in the towns of **Skowhegan & Madison**, County of **Somerset, 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, within **85** 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 027018.00 - Mill & Fill - in the towns of Skowhegan & Madison,

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 _____

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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, within **85** 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.

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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.

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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.
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WIN 027018.00 - Mill & Fill - in the towns of Skowhegan & Madison,

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

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

This Contract shall be completed within **85** 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 17, 2025**, 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**, **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. **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**, **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.