



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

Janet T. Mills
GOVERNOR

Dale F. Doughty
COMMISSIONER

June 9, 2026
Subject: Ultra-Thin Bonded Wearing
Course, Pavement Milling
WIN:028130.00
Location: Brewer & Holden
Amendment No. 2

Dear Sir/Ms.:

Make the following changes to the Bid book:

CHANGE on page 14 “NOTICE TO CONTRACTORS”, the bid opening date in the first paragraph from “June 10, 2024” to read “**June 17,2026**”. Make this change in pen and ink.

REMOVE pages twenty-one through twenty-eight titled CONTRACT AGREEMENT, OFFER AND AWARD (8 pages)

REPLACE with attached CONTRACT AGREEMENT, OFFER AND AWARD (8 pages).

REMOVE page seventy-six titled SPECIAL PROVISION SECTION 107 PROSECUTION AND PROGRESS (Contract Time – Calendar Days (1 page) dated March 24, 2026.

REPLACE with attached SPECIAL PROVISION SECTION 107 PROSECUTION AND PROGRESS (Contract Time – Calendar Days (1 page) dated June 9, 2026.

The following questions have been received:

Question: Are there any manholes or water gates in mainline that were covered during the LCP/Shim paving that are not currently exposed?

Response: The Brewer Water District indicated that there are two water gates that will need to be adjusted on the project, they did not provide where they are located. It is the responsibility of the Contractor to notify the utilities prior to the start of work, contact dig safe and non-member utilities for location of existing utilities prior to work.

Question: The current completion date on the contract is set to September 18, 2026, which is earlier than the seasonal paving deadline. Would the department consider changing the completion date to October 16th to align with seasonal paving deadlines?

Response: See the attached Contract Offer and Award and Special Provision 107.

Consider these changes and information prior to submitting your bid on **June 17, 2026**.

Sincerely,

Kevin Hanlon for

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 028130.00** for **Ultra-Thin Bonded Wearing Course, Pavement Milling, Drainage & Safety Improvements** in the City of **Brewer** and the Town of **Holden** 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; 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 **October 17, 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 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 028130.00 – Ultra-Thin Bonded Wearing Course, Pavement Milling,
Drainage & Safety Improvements - in the City of Brewer and the Town of
Holden**

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: Dale F. Doughty, 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

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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 **October 17, 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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2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
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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.

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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: Dale F. Doughty, Commissioner

Witness

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

This Contract shall be completed within **(80)** consecutive calendar days. The Contractor may begin work **(anytime)** in accordance with Standard Specification 104.4.2 and upon approval of all required submittals. The Contract Completion Date shall be no later than **October 17, 2026**

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**, to **Mackenzie.A.Kersbergen@Maine.gov**, **Scott.Bickford@Maine.gov** and the **Carmen.L.Forzetting@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 (Remove if latest start date is before 6/15).** 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 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**, to **Mackenzie.A.Kersbergen@Maine.gov**, **Scott.Bickford@Maine.gov** and the **Carmen.L.Forzetting@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.

Suspensions must be requested at least 72 hours in advance and are subject to Department approval based on existing roadway condition, paving deadlines, adherence to schedule, traffic restrictions, etc. The Contractor must assure that the roadway surface and signage are maintained for safe passage of the traveling public during any approved suspensions. The Contract Completion Date will not be modified due to approved suspensions.

Once operations commence, for every weekday not worked the Contractor will be charged supplemental liquidated damages at the rate listed in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved suspension.