



Janet T. Mills
GOVERNOR

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

Dale F. Doughty
COMMISSIONER

July 10, 2026
Subject: Large Culvert Replacements
WIN:028150.00, 028152.00
Location: Sebago
Amendment No. 1

Dear Sir/Ms.:

Make the following changes to the bid book:

Remove pages twelve through fifteen titled Proposal Schedule of Items dated 6/17/2026 and **Replace** with the attached Proposal Schedule of Items dated 7/10/2026

Remove pages sixteen through twenty-three titled CONTRACT AGREEMENT, OFFER & AWARD totaling eight pages and **Replace** with the attached CONTRACT AGREEMENT, OFFER & AWARD totaling eight pages

Remove page forty-two titled SPECIAL PROVISION SECTION 107-TIME dated September 26, 2025 and **Replace** with the attached SPECIAL PROVISION SECTION 107-TIME dated July 10, 2026

The following questions have been received:

Question: Assuming the welded weirs are provided by the culvert manufacturer, is there a detail or description available for the weirs?

Response: There are no welded weirs specified for 28150.00. This project will utilize aggregate based rock bands for aquatic organism passage. Please see revised Schedule of Items.

Question: Note 4 on Plan Sheet 4 indicates 96" Polymer Coated Culvert shall be .168" thick. Polymer coated CMP is not available in .168" as .138" is max available for Polymer Coated CMP. Will .138 be allowable?

Response: 0.138" thick polymer coated CMP will be acceptable. Please make this change in pen and ink.

Consider these changes and information prior to submitting your bid on **July 22, 2026.**

Sincerely,

A handwritten signature in blue ink, appearing to read "George Macdougall", written in a cursive style.

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

7/10/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 1 of 4

Proposal ID: 028150.00

Project(s): 028150.00, 028152.00

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	203.20 COMMON EXCAVATION	860.000 CY	_____	 _____	_____	 _____
0020	203.25 GRANULAR BORROW	460.000 CY	_____	 _____	_____	 _____
0030	203.33 SPECIAL FILL	109.000 CY	_____	 _____	_____	 _____
0040	206.061 STRUCTURAL EARTH EXCAVATION - DRAINAGE AND MINOR STRUCTURES, BELOW GRADE	170.000 CY	_____	 _____	_____	 _____
0050	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	710.000 CY	_____	 _____	_____	 _____
0060	403.208 HOT MIX ASPHALT 12.5 MM HMA SURFACE	83.000 T	_____	 _____	_____	 _____
0070	403.213 HOT MIX ASPHALT 12.5 MM BASE	127.000 T	_____	 _____	_____	 _____
0080	409.15 BITUMINOUS TACK COAT - APPLIED	29.000 G	_____	 _____	_____	 _____
0090	508.13 SHEET WATERPROOFING MEMBRANE	LUMP SUM	LUMP SUM		_____	 _____
0100	511.07 COFFERDAM: 28150.00 DOWNSTREAM	LUMP SUM	LUMP SUM		_____	 _____
0110	511.07 COFFERDAM: 28150.00 UPSTREAM	LUMP SUM	LUMP SUM		_____	 _____

7/10/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 4

Proposal ID: 028150.00

Project(s): 028150.00, 028152.00

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	511.07 COFFERDAM: 28152.00 DOWNSTREAM	LUMP SUM	LUMP	SUM	_____	_____
0130	511.07 COFFERDAM: 28152.00 UPSTREAM	LUMP SUM	LUMP	SUM	_____	_____
0140	534.7101 PRECAST CONCRETE BOX CULVERT - STATE SUPPLIED	LUMP SUM	LUMP	SUM	_____	_____
0150	603.199 24 INCH CULVERT PIPE OPTION III	12.000 LF	_____	_____	_____	_____
0160	603.299 96" CULVERT PIPE OPTION III	85.000 LF	_____	_____	_____	_____
0170	610.08 PLAIN RIPRAP	90.000 CY	_____	_____	_____	_____
0180	610.212 STREAMBED ROCK FEATURES	30.000 CY	_____	_____	_____	_____
0190	610.213 VOID FILLED RIPRAP	170.000 CY	_____	_____	_____	_____
0200	618.14 SEEDING METHOD NUMBER 2	6.000 UN	_____	_____	_____	_____
0210	619.14 EROSION CONTROL MIX	64.000 CY	_____	_____	_____	_____
0220	620.58 EROSION CONTROL GEOTEXTILE	440.000 SY	_____	_____	_____	_____
0230	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	900.000 LF	_____	_____	_____	_____

7/10/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 3 of 4

Proposal ID: 028150.00

Project(s): 028150.00, 028152.00

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
0240	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	900.000 LF				
0250	629.05 HAND LABOR, STRAIGHT TIME	60.000 HR				
0260	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	30.000 HR				
0270	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	60.000 HR				
0280	639.19 FIELD OFFICE TYPE B	1.000 EA				
0290	652.312 TYPE III BARRICADE	12.000 EA				
0300	652.33 DRUM	50.000 EA				
0310	652.34 CONE	50.000 EA				
0320	652.35 CONSTRUCTION SIGNS	400.000 SF				
0330	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	30.000 CD				
0340	652.38 FLAGGER	200.000 HR				
0350	652.41 PORTABLE CHANGEABLE MESSAGE SIGN	4.000 EA				

7/10/2026

Maine Department of Transportation

Proposal Schedule of Items

Page 4 of 4

Proposal ID: 028150.00

Project(s): 028150.00, 028152.00

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
0360	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP	SUM	_____	_____
0370	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 028150.00 & 028152.00 for Large Culvert Replacements in the town of Sebago, County of Cumberland, 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 9, 2027.** 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:

WINs 028150.00 & 028152.00 - Large Culvert Replacements - in the town of Sebago, 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: 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

_____ 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 **October 9, 2027.** 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.

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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: 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: Dale F. Doughty, Commissioner

Witness

SPECIAL PROVISION
SECTION 107 – TIME
(Contract Completion Date)
(Commencement of Contract Time and Work)
(Supplemental Liquidated Damages)

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 will be no later than **October 9, 2027**.

The state supplied prefabricated concrete box culvert will not be ready for delivery and installation until calendar year 2027. As of the date of this Special Provision, the Department has not approved final shop drawings from the manufacturer. They will be provided as soon as they are available.

Subsection 107.2 Commencement of Contract Time and Work is amended by the addition of the following:

The Contractor shall plan and conduct their operations in such a manner that Convene Road within the project limits is closed to traffic for no more than twenty-one (21) consecutive Calendar Days. The closure period will be considered complete when at least two lanes of traffic are maintained during off work hours. The Resident will be the sole authority in determining when the closure period has started and ended.

To maintain access to private properties between 28150.00 and 28152.00, the Contractor shall not have Convene Road closed for both projects at the same time.

Subsection 107.8 Supplemental Liquidated Damages is amended by the addition of the following:

The Contractor will be assessed Supplemental Liquidated Damages at the rate of one thousand five hundred dollars (\$1,500.00) per Calendar Day that Convene Road is closed to traffic beyond twenty-one (21) consecutive Calendar Days.

The assessment of Supplemental Liquidated Damages will be in addition to Liquidated Damages specified in Section 107.7.2 of the Standard Specifications.