



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

June 27, 2023
Subject: Culvert Replacements
State WIN: 028331.00, 028337.00,
028339.00 & 028635.00
Location: **North Yarmouth Academy**
Grant TWP
Amendment No. 1

Dear Sir/Ms.:

Make the Following changes to the bid documents:

In the bid Book:

Remove pages fourteen to seventeen totaling four pages, titled CONTRACT AGREEMENT, OFFER, & AWARD and **Replace** with the attached CONTRACT AGREEMENT, OFFER & AWARD totaling eight pages

Remove pages fifty two to fifty three titled SPECIAL PROVISION SECTION 107 TIME (Contract Time) dated March 23, 2023 and **Replace** with the attached SPECIAL PROVISION SECTION 107 TIME (Contract Time) totaling two pages dated June 20, 2023

The following questions have been received:

Question: Please advise if reinforced concrete pipe (RCP) is an acceptable alternate to the specified pccsp. Also, considering the lengths are not all divisible by 8' (standard length of RCP), is it acceptable for the contractor to cut a section or to have the length longer than specified?

Response: No, Polymer Coated Corrugated Metal Pipe must be used.

Consider these changes and information prior to submitting your bid on **July 5, 2023**.

Sincerely,

Kevin Hanlon for

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

SPECIAL PROVISION
SECTION 107
TIME
(Contract Time)

1. The specified Contract Completion Date is **June 28, 2024**.
2. The Contractor shall be allowed to commence Work on the Contract on or after July 15, 2023, provided that the Contract has been awarded, all required plans/submittals have been received and approved by the Department and a preconstruction meeting has been held.
3. Once operations commence, the Contractor shall continue work on the project until Physical Work is complete. For every weekday not worked the Contractor will be assessed Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.
4. Work can be performed at any time except Sundays, Holidays, and Government Closure Days and as provided in Special Provision, Section 107, Contract Time.
5. Once the Contractor begins Physical Work, they shall have **21** calendar days to complete the Work. For every Calendar day above and beyond the **21** calendar days the Work is not complete, the Contractor will be assessed Supplemental Liquidated Damages at the rates given for liquidated damages in Section 107.7.2 of the Standard Specifications; excluding days lost to inclement weather, holidays, and approved absences.
6. Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work. Completion occurs when the Contractor has finished all Work pursuant to the Contract, the Work is complete and has undergone a successful final inspection and delivered documentation is complete and accepted. Completion does not mean substantial Completion.
7. No work on Saturdays will be allowed without consent from the Department. Request to work on Saturday shall be made by **NOON** time on Thursday.
8. The Contractor will be allowed to commence work 15 minutes after sunrise and shall be completely off the road 15 minutes before sunset. Sunrise and sunset will be

North Yarmouth Academy Grant TWP
WIN 028331.00, 028337.00,
028339.00, 028635.00
Culvert Replacement
June 20, 2023

determined according to the Sunrise/Sunset Table at <http://www.sunrisesunset.com/usa/Maine/>. If the project town is not listed, the closest town on the list will be used as agreed.

9. Night work will not be allowed on this project.

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 _____ (Contractor) 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 028331.00, 028337.00, 028339.00, 028635.00 for Culvert Replacements in the Township of North Yarmouth Academy Grant, County of Aroostook, Maine**, 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, on or before **June 28, 2024**. 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 028331.00, 028337.00, 028339.00, 028635.00 for Culvert Replacements in the Township of North Yarmouth Academy Grant, County of Aroostook,

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 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: Robert K. Watson
Region Manager
Northern – Region 5
Bureau of Maintenance & Operations

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