



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

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

May 3, 2022  
Subject: Crushing Recycled Asphalt  
& Blending with Gravel  
State WINs: 028225.00 & 028227.00  
Location: **Jefferson & Montville**  
**Amendment No. 2**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**CHANGE** on page 11, NOTICE TO CONTRACTORS, the bid opening date in the first paragraph from "May 4, 2022" to read "**May 11, 2022**". Make this change in pen and ink.

The Contract Completion Date for the Jefferson Location has been changed to July 1, 2022.

**REMOVE** pages 14-21, CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each and **REPLACE** with the attached, revised CONTRACT AGREEMENT, OFFER & AWARD, 2 copies, 4 pages each.

**REMOVE** pages 37 - 38, SPECIAL PROVISION - SECTION 107 - TIME - (Contract Time), 2 pages, dated April 11, 2022 and **REPLACE** with the attached, revised SPECIAL PROVISION - SECTION 107 - TIME - (Contract Time), 2 pages, dated May 3, 2022.

Consider these changes and information prior to submitting your bid on **May 11, 2022**.

Sincerely,

A handwritten signature in blue ink that reads "George Macdougall".

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 \_\_\_\_\_ (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, **WINs 028225.00 and 028227.00 for Crushing RAP and Blending with Gravel** in the towns of **Jefferson and Montville**, Counties of **Lincoln and Waldo**, 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 **September 30, 2022** and as specified in Special Provision Section 107 Time. 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 that the amount of this offer is

\_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_.

**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, and Contract Agreement. 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, and Contract Agreement; contained herein for construction of:

**WINs 028225.00 and 028227.00 for Crushing RAP and Blending with Gravel in the towns of Jefferson and Montville, Counties of Lincoln and Waldo**

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 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: 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.

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

Fourth: 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: James O. Andrews  
Region Manager, MidCoast – Region 2  
Bureau of Maintenance & Operations

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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 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 **September 30, 2022** and as specified in Special Provision Section 107 Time. 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 that the amount of this offer is

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\_\_\_\_\_  
\$ \_\_\_\_\_.

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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, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

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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.**

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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 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: 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.

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

Fourth: 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: James O. Andrews  
Region Manager, MidCoast – Region 2  
Bureau of Maintenance & Operations

**SPECIAL PROVISION**  
**SECTION 107**  
**TIME**  
(Contract Time)

The Contractor shall be allowed to commence Work on the Contract 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.

At the **Jefferson** Location:

The Completion Date is **July 1, 2022**. Supplemental Liquidated Damages will be assessed in the amount of \$500 for each Calendar Day that the Work at this location remains uncompleted after the expiration of this date.

Once the Contractor begins Physical Work at this location, they shall have **28** Calendar Days to complete the Work. For every Calendar Day above and beyond the 28 Calendar Days the Work is not complete, the Contractor will be assessed Supplemental Liquidated Damages in the amount of \$500 per Calendar Day until the Physical Work is completed. This assessment of Supplemental Liquidated Damages will be in addition to the Liquidated Damages specified in Section 107 of the Standard Specifications and any other assessment of Supplemental Liquidated Damages.

At the **Montville** Location:

The specified Contract Completion Date is **September 30, 2022**.

Once the Contractor begins Physical Work at this location, they shall have **14** Calendar Days to complete the Work. For every Calendar Day above and beyond the 14 Calendar Days the Work is not complete, the Contractor will be assessed Supplemental Liquidated Damages in the amount of \$500 per Calendar Day until the Physical Work is completed. This assessment of Supplemental Liquidated Damages will be in addition to the Liquidated Damages specified in Section 107 of the Standard Specifications.

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.

Work can be performed at any time except Sundays and Holidays and as provided in the Contract.

By executing the Contract, the Contractor acknowledges the difficulty of making a precise determination of damages due to completing the work beyond the designated completion dates, acknowledges that such an amount is not a penalty, agrees to the amount stipulated in the contract that will be charged against the Contractor for each Calendar Day that the work remains

uncompleted after each designated completion date, agrees that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Department due to the Contractor's failure to Complete the Work by the Completion Dates, and agrees to stipulate to their reasonableness in any suit for the collection of or involving the assessment of said damages. The damages referred to herein are intended to be and are cumulative and will be in addition to every other remedy now or hereafter enforceable by law, in equity, by statute, or under the contract. Permitting the Contractor to continue and finish the work or any part thereof after the completion date shall in no way operate as a waiver on the part of the Department of its rights to assess and recover Liquidated Damages, or any other rights, under the Contract.