



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

JOHN ELIAS BALDACCI
GOVERNOR

August 8, 2008
Subject: **Gorham, Windham**
Federal Project No: STP-1287(300)X, STP-
1290(900)X
State Project No. 012873.00, 012909.00
Amendment No. 1

DAVID A. COLE
COMMISSIONER

Dear Sir/Ms:

Please make the following changes to the Bid Documents:

In the Bid Book (page 1), NOTICE TO CONTRACTORS;

In the first sentence, **DELETE** the following within the quotation marks:
"Highway Resurfacing in the town of WINDHAM".

CHANGE "Description:" to read as follows: "**Description: Maine Federal Aid Project No. STP-1290(900)X, PIN 012909.00**"

CHANGE "Location:" to read as follows; "**Location: In Cumberland County, project no. STP-1290(900)X, Reconstruction is located at the route 202 roundabout.**"

CHANGE "Scope of Work:" to read as follows; "**Scope of Work: Roundabout reconstruction and other incidental work.**"

Make the above changes in pen and ink.

In the Bid Book (pages 3 through 8), **REMOVE** the "SCHEDULE OF ITEMS", 6 pages dated 080618 and **REPLACE** with the attached, new "SCHEDULE OF ITEMS", 4 pages dated 080807.

In the Bid Book (pages 9 through 16), **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD", two copies, and **REPLACE** with the attached, new "CONTRACT AGREEMENT, OFFER & AWARD", two copies (8 pages total).

In the Bid Book (pages 27 & 28), **REMOVE** the State of Maine, Department of Labor Wage rates (page 27) and the NOTICE TO CONTRACTOR – PREFERRED EMPLOYEES (page 28). There will be no replacement.

In the Bid Book, **DELETE** all pages referencing WINDHAM, STP-1287(300)X, (PIN 012873.00). This deletion includes all associated Special Provisions unless Gorham,



PRINTED ON RECYCLED PAPER

STP-1290(900)X, (PIN 012909.00) is also referenced. Make these changes in pen and ink.

Consider these changes and information prior to submitting your bid on **August 20, 2008**.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Bickford FOR". The signature is stylized and cursive.

Scott Bickford
Contracts & Specifications Engineer

SCHEDULE OF ITEMS

CONTRACT ID: 012909.00

PROJECT(S): STP-1290(900)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 PROJECT ITEMS

0010	202.202 REMOVING PAVEMENT SURFACE	1650.000 SY				
0020	202.203 PAVEMENT BUTT JOINTS	80.000 SY				
0030	203.20 COMMON EXCAVATION	500.000 CY				
0040	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	360.000 CY				
0050	403.209 HOT MIX ASPHALT 9.5 MM HMA (SIDEWALKS, DRIVES, INCIDENTALS)	70.000 T				
0060	403.210 HOT MIX ASPHALT 9.5 MM HMA	120.000 T				
0070	403.211 HOT MIX ASPHALT (SHIMMING)	70.000 T				
0080	409.15 BITUMINOUS TACK COAT - APPLIED	200.000 G				
0090	502.342 STRUCTURAL CONCRETE ROADWAY TRUCK APRON	290.000 CY				
0100	604.182 CLEAN EXISTING CATCH BASIN AND MANHOLE	4.000 EA				

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 2

SCHEDULE OF ITEMS

DATE: 080807

REVISED:

CONTRACT ID: 012909.00

PROJECT(S): STP-1290(900)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	608.26 CURB RAMP DETECTABLE WARNING FIELD	128.000 SF				
0120	608.46 REGRADING SIDEWALK	100.000 SY				
0130	609.38 RESET CURB TYPE 1	202.000 LF				
0140	609.40 RESET CURB TYPE 5	838.000 LF				
0150	615.07 LOAM	60.000 CY				
0160	618.13 SEEDING METHOD NUMBER 1	5.000 UN				
0170	619.12 MULCH	5.000 UN				
0180	627.71 4 INCH WHITE PAVEMENT MARKING LINE	830.000 LF				
0190	627.73 4 INCH YELLOW PAVEMENT MARKING LINE	1260.000 LF				
0200	627.75 WHITE OR YELLOW PAVEMENT AND CURB MARKING	170.000 SF				
0210	627.76 TEMPORARY PVMT. MARK LINE, W OR YELLOW	LUMP	LUMP			

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 3

SCHEDULE OF ITEMS

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REVISED:

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CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	629.05 HAND LABOR, STRAIGHT TIME	20.000 HR				
0230	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	10.000 HR				
0240	631.133 SKID STEER (INCLUDING OPERATOR)	10.000 HR				
0250	631.171 TRUCK - SMALL (INCLUDING OPERATOR)	20.000 HR				
0260	639.19 FIELD OFFICE TYPE B	1.000 EA				
0270	652.34 CONE	150.000 EA				
0280	652.342 42 INCH CONE	100.000 EA				
0290	652.35 CONSTRUCTION SIGNS	540.000 SF				
0300	652.36 MAINTENANCE OF TRAFFIC CONTROL DEVICES	19.000 CD				
0310	652.38 FLAGGER	990.000 HR				
0320	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP	LUMP			

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 4

SCHEDULE OF ITEMS

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PROJECT(S): STP-1290(900)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	658.20 ACRYLIC LATEX COLOR FINISH, GREEN	320.000 SY				
0340	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 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, **PIN. 012909.00**, for the **Roundabout Reconstruction** in the town of **Gorham**, 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 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 **November 1, 2008**. 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, Revision of December 2002 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, Revision of December 2002, Standard Details Revision of December 2002 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 Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 012909.00 Roundabout Reconstruction in the town of Gorham**, 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, Revision of December 2002, 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 Revision of December 2002 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 by 4:30pm on the day of bid opening to the Contracts Engineer.

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: David A. Cole, 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 to be made as provided in the same.

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