



JOHN ELIAS BALDACCI  
GOVERNOR

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

DAVID A. COLE  
COMMISSIONER

April 23, 2008  
Subject: **Thomaston and Warren**  
Project No. BR-1105(500)X  
Pin No.011055.00  
**Amendment No. 1**

Dear Sir/Ms:

Please make the following changes to the bid documents:

**REMOVE** from the Bid Book, "CONTRACT AGREEMENT, OFFER & AWARD", page 12, and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD" reflecting the new completion date.

**REMOVE** from the Bid Book, "CONTRACT AGREEMENT, OFFER & AWARD", page 16, and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD" reflecting the new completion date.

**REMOVE** from the Bid Book, "SPECIAL PROVISION, SECTION 107, TIME", page 43 (1 page dated March 10, 2008) and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, TIME", dated April 18, 2008 (1 page).

**REMOVE** from the Bid Book, "SPECIAL PROVISION, SECTION 107, PROSECUTION OF WORK AND SUPPLEMENTAL LIQUIDATED DAMAGES" page 44 (1 page dated March 10, 2008) and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, PROSECUTION OF WORK AND SUPPLEMENTAL LIQUIDATED DAMAGES" dated April 18, 2008 (1 Page)

The following questions have been received:

**Question:** We have only been able to find one precast supplier who is planning to bid on this project. The one remaining supplier has indicated that they will not bid because they will not be able to provide the product until 2009. The supplier who will provide a price cannot provide product until September at the earliest. With this in mind, neither the road opening date of October 18<sup>th</sup> nor the surface course pavement deadline of October 15<sup>th</sup> is achievable. Can these dates be modified to accommodate the precast availability?

Our suggestion is to move the road opening date to late November and surface course to Spring of 2009.



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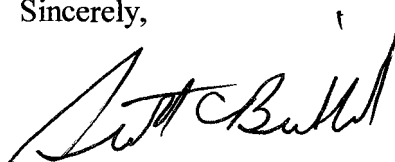
**Response:** Please see the above bid document changes.

**Question:** We have been told by 1 precaster that they cannot supply precast elements until November and by another that they cannot supply elements before mid-September. Thus we request that the completion date be changed until Spring 2009 for surface paving.

**Response:** Please see the above bid document changes.

Consider these changes and information prior to submitting your bid on **April 30, 2008.**

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is fluid and cursive, with a large initial "S" and "B".

Scott Bickford  
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

\_\_\_\_\_ 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. **011055.00**, for the **Oyster River Bridge Replacement** in the town of **Thomaston** and **Warren**, County of **Knox**, 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 1, 2009**. 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.

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Thomaston/Warren  
Pin #11055.00  
April 18, 2008

SPECIAL PROVISION  
SECTION 107  
TIME

**The specified contract completion date is June 1, 2009.**

Thomaston/Warren  
Pin #11055.00  
April 18, 2008

**SPECIAL PROVISION**  
**SECTION 107**

**PROSECUTION OF WORK**  
**AND**  
**SUPPLEMENTAL LIQUIDATED DAMAGES**

The Contractor shall close the Oyster River Bridge to traffic for no more than one-hundred-twenty-five (125) consecutive calendar days to remove the existing Bridge and complete the installation of the new Bridge with membrane and base pavement. Final surface pavement may be placed in the spring of 2009 with alternating one-way traffic. The said road closure may occur only between **July 15, 2008 and November 21, 2008.**

Once the Contractor commences work on this project, the work shall be continuous through completion.

Supplemental liquidated damages will be assessed to the Contractor at the rate of Five Hundred (\$500.00) U.S. dollars per day for each day that the bridge remains closed to traffic beyond the one-hundred-twenty-five (125) consecutive calendar day period of time allowed for the bridge closure.

This assessment of liquidated damages will be in addition to the liquidated damages specified in section 107 of the Department of Transportation Standard specification.