



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

JOHN ELIAS BALDACCI  
GOVERNOR

DAVID A. COLE  
COMMISSIONER

June 14, 2010  
Subject: **Gouldsboro**  
Federal Project No: STP-1278(401)X  
State Pin No: 012784.01  
**Amendment No. 1**

Dear Sir/Ms:

Make the following changes to the bid documents:

In the Bid Book (pages 10 and 14), “CONTRACT AGREEMENT, OFFER & AWARD”, **REMOVE** the first page of each copy and **REPLACE** with the attached new pages reflecting the new completion date.

In the Bid Book (page 53), “SPECIAL PROVISION, SECTION 107, Time, (Contract Time)”, Make the following **CHANGES** in pen and ink:

1. **CHANGE** the completion date from May 27, 2011 to read **August 20, 2011**.
2. **ADD** Note #5 to read as follows:

**“5. The PM-RAP and binder course needs to be completed by June 25, 2011.”**

In the Plans, Sheet Number 6 of 121, GENERAL NOTES, **DELETE** in its entirety, Note #6. Make this change in pen and ink.

The following questions have been received:

**Question:** Can you provide details on where bid item 620.54, Stabilization Geotextile, will be used? The bid quantity of 2000 SY is not accounted for on the plans or in any notes.

**Response:** Item 620.54 is to be used in undetermined locations.

**Question:** Special Provision, Section 310, Plant Mix Recycled Asphalt Pavement, calls for “excess recycled material not used in the PMRAP process will become the property and responsibility of the contractor”. Note 6, General Notes, Plan Sheet 6 of 121 reads “Millings not used for the project will be hauled to the Gouldsboro Maintenance lot. Trucking of materials to be paid for under Item 631.172”. Can you clarify if extra recycled material will become property of the contractor or the Department?



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**Response:** Extra recycle material will become property of the Contractor.

Consider these changes and information prior to submitting your bid on June 16, 2010.

Sincerely,



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

\_\_\_\_\_ 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 No. **12784.01** for **Highway Reconstruction** in the town of **Gouldsboro**, County of **Hancock**, 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 **August 20, 2011**. 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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