



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

May 8, 2008
Subject: **Statewide Paving Train**
State Project Nos. 015663.00, 015664.00,
015650.00, 015158.00,
015656.00, 015667.00
Amendment No.2

Dear Sir/Ms:

Make the following change to the Bid Document:

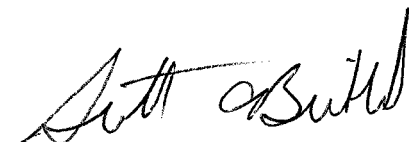
In the Bid Book, "SCHEDULE OF ITEMS" for Contract ID 015650.00 (page 11 dated 080416), under APPROX. QUANTITY AND UNITS, change 30.000 (HR) to read **70.000**. Make this change in pen and ink.

In the Bid Book, **REMOVE** the "CONTRACT AGREEMENT, OFFER & AWARD" (2 copies), pages 19 through 26. **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD"

In the Bid Book, **REMOVE** all copies of "SPECIAL PROVISION, SECTION 107, Time, (Contract Time)", pages 39 through 43. **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, Time, (Contract Time)", 5 pages total, all dated 5/6/08.

Consider these changes and information prior to submitting your bid on **May 14, 2008**.

Sincerely,


Scott Bickford
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

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 Nos. 15663.00, 15664.00, 15650.00, 15158.00, 15656.00 and 15667.00 for the Paving Crew Services to place Plant Mix Recycled Asphalt Pavement in Region 1, Region 2, Region 3, Region 4, and Region 5 State of 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:

PIN 15663.00 Region 1 - September 15, 2008.

PIN 15664.00 Region 2 - August 29, 2008.

PIN 15650.00 Region 3 - May 30, 2008.

PIN 15158.00 Region 4 - June 20, 2008.

PIN 15656.00 Region 4 - August 15, 2008.

PIN 15667.00 Region 5 - July 31, 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:

Region 1, PIN 15663.00 \$ _____

Region 2, PIN 15664.00 \$ _____

Region 3, PIN 15650.00 \$ _____

Region 4, PIN 15158.00 and 15656.00 \$ _____

Region 5, PIN 15667.00 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract. (See award amount in section G below)

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 Nos. 15663.00, 15664.00, 15650.00, 15158.00, 15656.00 and 15667.00 for the Paving Crew Services to place Plant Mix Recycled Asphalt Pavement in Region 1, Region 2, Region 3, Region 4, and Region 5 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 for (see checked boxes):

- Region 1, PIN 15663.00
- Region 2, PIN 15664.00
- Region 3, PIN 15650.00
- Region 4, PINs 15158.00 & 15656.00
- Region 5, PIN 15667.00

Contract Amount: \$ _____

This award consummates the contract, and the documents referenced herein.

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

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____

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PIN 15650.00 Region 3 - May 30, 2008.

PIN 15158.00 Region 4 - June 20, 2008.

PIN 15656.00 Region 4 - August 15, 2008.

PIN 15667.00 Region 5 - July 31, 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.

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Region 1, PIN 15663.00 \$ _____

Region 2, PIN 15664.00 \$ _____

Region 3, PIN 15650.00 \$ _____

Region 4, PIN 15158.00 and 15656.00 \$ _____

Region 5, PIN 15667.00 \$ _____

Performance Bond and Payment Bond each being 100% of the amount awarded under this Contract. (See award amount in section G below)

D. Contract.

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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.

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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 for (see checked boxes):

- Region 1, PIN 15663.00
- Region 2, PIN 15664.00
- Region 3, PIN 15650.00
- Region 4, PINs 15158.00 & 15656.00
- Region 5, PIN 15667.00

Contract Amount: \$ _____

This award consummates the contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. This work will be required to be done between the dates September 2 and September 15, 2008 unless otherwise desired by the State.
2. The contractor will not be allowed to work Saturdays.
3. The contractor shall coordinate with Bob Hough or Kyle Hall from the Region 1 office in Scarborough. The phone number is 885-7000.
4. The state will give the contractor 14 calendar days notice prior to needing the paving services.

Pin 15664.00
Belfast
Route 52
5/6/08

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. This work will be required to be done between the dates August 15 and August 29, 2008 unless otherwise desired by the State.
2. The contractor will not be allowed to work Saturdays.
3. The contractor shall coordinate with Randy Barrows or John Devin from the Region 2 office in Augusta. The phone number is 624-8200.
4. The state will give the contractor 14 calendar days notice prior to needing the paving services.

Pin 15650.00
Fayette Mosher Pond Road
Livermore Area on Route 140
5/6/08

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. This work will be required to be done between the dates May 19 and May 30, 2008 unless otherwise desired by the State.
2. The contractor will not be allowed to work Saturdays.
3. The contractor shall coordinate with Heath Cowan or Mark Hume from the Region 3 office in Dixfield. The phone number is 562-4228.
4. The state will give the contractor 14 calendar days notice prior to needing the paving services.

Pin 15656.00 Alexander-Cooper
Pin 15158.00 T4 R9-Brownville
Route 11 and Cooper Road
5/6/08

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. This work will be required to be done between the dates June 2 and June 20, 2008 for Pin 15656.00 Alexander-Cooper and August 1 to August 15 for Pin 15158.00 T4 R9-Brownville unless otherwise desired by the State.
2. The contractor will not be allowed to work Saturdays.
3. The contractor shall coordinate with Denis Lovely from the Region 4 office in Bangor. The phone number is 941-4500.
4. The state will give the contractor 14 calendar days notice prior to needing the paving services.

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. This work will be required to be done between the dates July 16 and July 31, 2008 unless otherwise desired by the State.
2. The contractor will not be allowed to work Saturdays.
3. The contractor shall coordinate with Jon Bither from the Region 5 office in Houlton. The phone number is 532-7295.
4. The state will give the contractor 14 calendar days notice prior to needing the paving services.