



JOHN ELIAS BALDACCI
GOVERNOR

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

July 12, 2008
Subject: **Brunswick**
State Project No. 015890.00
Amendment No. 2

DAVID A. COLE
COMMISSIONER

Dear Sir/Ms:

Please make the following changes to the Bid Documents:

In the Bid Book (pages 6 and 10), "CONTRACT AGREEMENT, OFFER & AWARD", **REMOVE** the first page of each document and **REPLACE** with the attached, new first page of the "CONTRACT AGREEMENT, OFFER & AWARD".

In the Bid Book (page 37), **REMOVE** "SPECIAL PROVISION, SECTION 105, General Scope of Work, (Limitations of Operations)" and **REPLACE** with the attached, new "SPECIAL PROVISION, SECTION 105, General Scope of Work, (Limitations of Operations)"

In the Bid Book (page 38), **DELETE**, in its entirety, "SPECIAL PROVISION, SECTION 105, General Scope of Work, (Limitations of Operations)"

In the Bid Book (page 41), **REMOVE** "SPECIAL PROVISION, SECTION 107, Prosecution and Progress, (Contract Time)" and **REPLACE** with the attached, new "SPECIAL PROVISION, SECTION 107, Prosecution and Progress, (Contract Time)"

Consider these changes prior to submitting your bid on **July 23, 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 No. 015890.00**, for **Hot Mix Asphalt, Pavement Milling, Drainage and Safety Improvements**, in the town/city of **Brunswick**, 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 **October 18, 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.

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Project # 15890.00
Town: Brunswick
Route: 1
Scope: Preservation

SPECIAL PROVISION
SECTION 105
General Scope of Work
(Limitations of Operations)

1. Contractor shall maintain at least one lane of traffic at all times. When two lanes of traffic can not be maintained, movement of vehicles will be specifically addressed in the traffic control plan. No lane closures shall be allowed between 6am and 9am.
2. The contractor's traffic control plan shall address construction practices and schedules that will be implemented to minimize traffic disruptions. The traffic control plan must specifically address vehicular traffic at the ramps.
3. Contractor will be allowed to commence work and end work daily according to the Department of Marine Resources Sunrise/Sunset Table at the following Web address: http://www.maine.gov/dmr/sunrise_table.htm, Contractor will be allowed to enter roadway 30 minutes after Sunrise and must be off roadway 30 minutes before Sunset provided it does not violate any other time restrictions. Any work conducted outside these times will require that the contractor provide appropriate lighting and safety attire for their employees in compliance with the MUTCD.
4. The contractor shall maintain two lanes of traffic and perform no work from 12:00 Noon on Wednesday September 3, 2008 until 6:00 A.M on Monday, September 8, 2008. This is due to the Air Show at the Naval Air Station, Brunswick.
5. The contractor shall maintain two lanes of traffic and perform no work from 12:00 Noon on Friday August 29, 2008 until 6:00 A.M on Tuesday, September 2, 2008. This is due to the Labor Day weekend.
6. The City of Brunswick has a local noise ordinance that allows work to be done only between the hours of 7am to 7pm. The contractor shall obtain permission from the city to work outside of this limitation.
7. The contractor shall not be allowed to use the median opening to reverse direction.
8. All of the above are to be addressed by the contractor's Traffic Control Plan.

**Project # 15890.00
Town: Brunswick
Route: 1
Scope: Preservation**

Special Provision
Section 107
Prosecution and Progress
(Contract Time)

The contractor will be allowed to commence work anytime provided that all required plans/submittals have been received and approved by the MDOT.

A 24 hour notice will be required for any changes in the work schedule.

The completion date for this contract is. 10/18/2008

For every weekday not worked once operations commence, (excluding inclement weather days) the contractor will be charged Supplemental Liquidated Damages at the rate of \$325.00 per day.

Only one paving operation will be allowed excluding hand placed paving unless otherwise approved by the Resident.