



JOHN ELIAS BALDACCI  
GOVERNOR

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

DAVID A. COLE  
COMMISSIONER

May 18, 2009  
Subject: **Acton, Biddeford, Buxton,  
Dayton, Gorham,, Lebanon, Lyman,  
Scarborough, Standish, Waterboro &  
Westbrook**  
State Project No. 017015.00  
State Pin No.017015.00  
**Amendment No. 2**

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (pages 6 through 13), **REMOVE** the "CONTRACT AGREEMENT OFFER & AWARD", 2 copies, and **REPLACE** it with the attached new "CONTRACT AGREEMENT OFFER & AWARD", 2 copies.

In the Bid Book (page 31), **REMOVE** "SPECIAL PROVISION, SECTION 107, SCHEDULING OF WORK", 1 page dated March 18, 2009 and **REPLACE** it with the attached new "SPECIAL PROVISION, SECTION 107, SCHEDULING OF WORK", 1 page dated May 15, 2009.

The following question has been received:

**Question:** Will the Department consider extending the completion dated to August 21, 2009.

**Response:** Please see the above change.

Consider these changes and information prior to submitting your bid on May 20, 2009.

Sincerely,

For

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. **017015.00, for the Maintenance Surface Treatment Paving in the towns of Acton, Buxton, Gorham, Standish, Lebanon, Lyman, Dayton, Scarborough Waterboro and the cities of Westbrook and Biddeford, counties of York and Cumberland, 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 **August 14, 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.

**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 No. 017015.00, for the Maintenance Surface Treatment Paving in the towns of Acton, Buxton, Gorham, Standish, Lebanon, Lyman, Dayton, Scarborough Waterboro and the cities of Westbrook and Biddeford, counties of York and Cumberland, 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):

Section 0001

**Contract Amount:** \_\_\_\_\_

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: David A. Cole, Commissioner

\_\_\_\_\_

Witness

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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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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.

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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):

Section 0001

**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  
SECHEDULING OF WORK

107.4.2 Schedule of Work Required

1. The Contractor will be allowed to commence work on this contract no sooner than July 13<sup>th</sup> 2009.
2. The completion date for this contract is August 14<sup>th</sup> 2009.
3. The Contractor shall prepare and submit a schedule of work showing at most 15 working days, as defined in section 107.4.2 of the Standard Specifications Book, Revision of December 2002, not to include authorized periods of suspension, as follows:
  4. No paving will be allowed on Saturdays.
5. The schedule of work shall adhere to all the following requirements:
  - a.) Within each work period, the Contractor shall work a minimum of 14 consecutive calendar days before suspending work.
  - b.) Each suspension of work shall last a minimum of 7 calendar days.
  - c.) The Contractor shall provide a minimum of a 3 working day notice to commencing or suspending work.
  - d.) The original schedule may be revised with approval from the State as long as the above criteria are met.
6. Liquidated damages will be charged at the rate \$650/day for each of the following:
  - a.) Each calendar day past completion date.
  - b.) Each working day past the amount shown in #3.
  - c.) Each day worked less than shown in 5.a) before suspending work.
  - d.) Each calendar day less the amount shown in 5.b) before commencing work.
7. Work added or deleted to the Contract will increase or decrease the total days of work allowed in #3 at a rate of 1 day/1000 ton. A revised schedule of work shall be submitted and approved for these changes.