



JOHN ELIAS BALDACCI  
GOVERNOR

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

DAVID A. COLE  
COMMISSIONER

October 2, 2009  
Subject: **Pumping Services,  
Region 5**  
Location: Various Locations in  
Aroostook, Penobscot, Piscataquis,  
Somerset and Washington  
Counties  
**Amendment No. 1**

Dear Sir/Ms:

Please make the following change to the Bid Document:

In the Bid Book (pages 11 thru 16), **REMOVE** the existing "Contract Agreement Transportation Related Services", six pages total (two copies), and **REPLACE** with the attached updated "Contract Agreement Transportation Related Services", six pages total (two copies).

Consider this change and information prior to submitting your bid on October 7, 2009.

Sincerely,

A handwritten signature in dark ink, appearing to read "Scott Bickford".

Scott Bickford  
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

CT: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED SERVICES**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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 \_\_\_\_\_ (“Contractor”) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “Contract”) hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract **Services** for **Pumping building floor drains and holding tanks and disposal of collected materials** in **various** towns in the Counties of **Aroostook, Penobscot, Piscataquis, Somerset and Washington**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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.**

In Area 1, the Contractor agrees to complete all Work, for the period of January 1, 2010 to October 31, 2010. In Areas 2 & 3, the Contractor agrees to complete all Work, for the period of October 15, 2009 to October, 31 2010. This contract expires on October 31, 2010.

**C. Price.**

The original Contract amount is \$60,000.00. The actual Contract amount will be determined by the actual work performed and authorized by MaineDOT, and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendix A – Sections A, B and C in the Department’s Request for Proposal and any amendments, and the Contractor’s Proposal submitted in response to the Request for Proposal and Contract Agreement. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign and to legally bind the Contractor to the terms of the Contract.

**F. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, and Appendices contained herein for transportation-related services, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work

in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of this Contract 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)

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.**

Your offer is hereby accepted.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

\_\_\_\_\_  
(Name and Title Printed)  
Bureau of Maintenance & Operations

CT: \_\_\_\_\_

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CONTRACTOR

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Date

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(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Name and Title Printed)

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