



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

July 11, 2012
Subject: **Limestone**
State WIN: 019243.00
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Document:

In the BID BOOK (page 10), "NOTICE TO CONTRACTORS", **CHANGE** the bid opening date in the first paragraph from "July 11, 2012" to read "**July 18, 2012**". Make this change in pen and ink.

In the Bid Book, (pages 13-20), **REMOVE** "CONTRACT AGREEMENT, OFFER AND AWARD", 2 copies and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER AND AWARD", 2 copies.

In the Bid Book, (page 33), **REMOVE** "SPECIAL PROVISION, SECTION 107", dated June 22, 2012 and **REPLACE** with the attached new "**REMOVE** "SPECIAL PROVISION, SECTION 107", dated July 11, 2012.

Consider this change and information prior to submitting your bid on **July 18, 2012**.

Sincerely,

George M. A. Macdougall P.E.
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, **WIN 19243.00 for the Hot Mix Asphalt Paving in the town of Limestone & Murphy Road in the town of Fort Fairfield, County of Aroostook**, 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 31, 2012**. 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 that the amount of this offer is

\$_____.

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 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/or certifications required or set forth in the Bid and the Bid Documents, including those in 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: **WIN 19243.00 for the Hot Mix Asphalt Paving in the town of Limestone & Murphy Road in the town of Fort Fairfield, County of Aroostook**, 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: 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.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

Maintenance & Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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Date

(Signature of Legally Authorized Representative
of the Contractor)

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Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

Maintenance & Operations

Witness

**Limestone, 19243.00, Route 223
Murphy Road, Fort Fairfield
July 11, 2012**

**SPECIAL PROVISION
SECTION 107
Time
(Contract Time)**

The Department expects the area to be available for paving on or after August 6. The Contractor will be given two weeks notice to schedule their work. Once the work has started, the Contractor shall work consecutive calendar days performing work until complete. Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, delivery of materials and freedom from emergencies. The Contractor shall have no claim against the Department if they are exceeded.

The completion date for this contract is August 31, 2012.

The contractor shall coordinate with Roger Soucy, State Projects Construction Superintendent, in order to coordinate the work in conjunction with work being done by State forces. Roger Soucy can be reached at 215-8739 (cell) or at the Maine DOT Region 5 office 764-2060.