



Paul R. LePage  
GOVERNOR

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

David Bernhardt  
COMMISSIONER

May 9, 2012  
Subject: **Rockland**  
Federal Project No: STP-1943(100)X  
State WIN: 019431.00  
**Amendment No. 1**

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 6 and 10) **REMOVE** the first page of each copy of the "CONTRACT AGREEMENT, OFFER & AWARD" (2) and **REPLACE** them with the attached new first pages (pages 6 and 10) of the "CONTRACT AGREEMENT, OFFER & AWARD" (2 pages total) reflecting the new completion date.

In the Bid Book, after page 25, **ADD** the attached "SPECIAL PROVISION, SECTION 105, GENERAL SCOPE OF WORK" 1 page dated May 4, 2012.

In the Bid Book (page 34) **REMOVE** "SPECIAL PROVISION, SECTION 107, TIME" 1 page dated April 9, 2012 and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, TIME" 1 page dated May 8, 2012.

The following question has been received:

**Question:** Can the Completion date of 9/30/2012 be pushed back; it takes 2 weeks for paperwork preparation and award, 4 weeks for submittal preparation, up to 4 weeks for review and approval, then 12-15 weeks for manufacturing, 1 week for shipping and 2 weeks for installation. 7 months if everything goes without a hitch. This bids Mid May so 7 months would be November. A November 30, 2012 completion date would be tight but reasonable.

**Response:** The Contract Completion date has been changed to November 30, 2012. Please see the above changes.

Consider this change and information prior to submitting your bid on May 16, 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, PIN. **19431.00** for **Traffic Signal Improvements** in the city of **Rockland**, County of **Knox**, 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 **November 30, 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.

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Rockland  
19431.00  
May 4, 2012

**SPECIAL PROVISION**  
**SECTION 105**  
**GENERAL SCOPE OF WORK**

The Contractor shall complete all work items in this contract on or before September 30, 2012 with the exception of mast arms and signal heads which shall be complete on or before November 30, 2012.

SPECIAL PROVISION  
SECTION 107  
TIME

There will be no work allowed July 13<sup>th</sup> thru the 15<sup>th</sup> (Blues Festival),  
and no work allowed August 1<sup>st</sup> thru the 5<sup>th</sup> (Lobster Festival).

There will be no work allowed in the travel lanes and no lane closures allowed  
between 9am and 6pm except southbound Route 1 right turn lane before  
September 1<sup>st</sup> (Labor Day).

The contract completion date is November 30, 2012.