



Paul R. LePage  
GOVERNOR

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

David Bernhardt  
COMMISSIONER

May 31, 2013  
Subject: **Berwick**  
Federal Project No: HRRP-1751(603)X  
State WIN: 017516.03  
**Amendment No. 1**

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book, pages 21 and 25, **REMOVE** the first page of each copy (2) of the "CONTRACT AGREEMENT, OFFER & AWARD" and **REPLACE** with the attached new pages 21 and 25 of the "CONTRACT AGREEMENT, OFFER & AWARD".

In the Bid Book (page 52) **REMOVE** "SPECIAL PROVISION, SECTION 107, Prosecution and Progress, (Contract Time)" 1 page dated May 9, 2013 and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, Prosecution and Progress, (Contract Time)" 1 page dated May 30, 2013.

In the Plans, Sheet Number 2 of 16 "TYPICAL SECTIONS", **CHANGE** the last sentence of note #4 to read as follows; "**The factored bearing pressure for the service limit state shall not exceed the factored bearing resistance of 3 ksf.**" Make this change in pen and ink.

In the Plans, Sheet Number 2 of 16 "TYPICAL SECTIONS", "TYPICAL SECTION CONCRETE BLOCK GRAVITY WALL" **DELETE** the fence offset dimension of **3.00'**. Make this change in pen and ink.

The following question has been received:

**Question:** Will MDOT consider extending the August 16, 2013 completion date? After factoring in the award process, the retaining wall design, submittal, approval, Fabrication and delivery, construction, it appears the 9 weeks between the bid date and completion is insufficient.



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**Response:** Yes, please see the attached and revised Special Provision 107.

Consider these changes information prior to submitting your bid on June 12, 2013.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. M. A. MacDougall", is written over the typed name and title.

George M. A. MacDougall P.E.  
Contracts & Specifications Engineer

## 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. **17516.03** for **Retaining Wall Reconstruction** in the town of **Berwick**, County of **York**, 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 4, 2013**. 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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**BERWICK**  
**17516.03**  
**ROUTE 9**  
**May 30, 2013**  
**Supersedes May 9, 2013**

**SPECIAL PROVISION**

**SECTION 107**

Prosecution and Progress  
(Contract Time)

1. The Contractor will be allowed to commence work anytime provided that all required plans/submittals have been received and approved by MaineDOT.
2. A 48 hour notice will be required for any changes in the work schedule.
3. The completion date for this contract is October 4<sup>th</sup>, 2013.
4. The Contractor shall adhere to Section 107.3.3 Sundays and Holidays