



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

May 22, 2013
Subject: **Poland**
Federal Project No: STP-1788(300)
State WIN: 017883.00
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (pages 27 and 31) **REMOVE** the first page of each copy of the "CONTRACT AGREEMENT, OFFER & AWARD" and **REPLACE** with the attached new first pages (2 pages total) containing the new completion date.

In the Bid Book (page 73) "Special Provision, Section 107, Prosecution and Progress, (Contract Time), in the second paragraph, **CHANGE** the completion date from "November 15, 2013" to read "**June 20, 2014**". Make this Change in pen and ink.

The following questions have been received:

Question: Regarding the pea stone shear key, is the trench to have geotextile fabric?

Response: The pea stone shear key is not a drainage structure, no need for Geotextile.

Question: Regarding the pea stone shear key, could this be made a pay item per linear foot in case the quantities change?

Response: Pay item 620.58 will remain SY.

Question: Based on the likely start date of early July, reduced lane closure requirements, and a pavement surface deadline of October 19th, it seems unlikely the Contractor will be able to complete the work in the time allotted. Would the Department consider allowing surface pavement to be completed in 2014, provided all other work was complete by the November 15th, 2013 deadline?

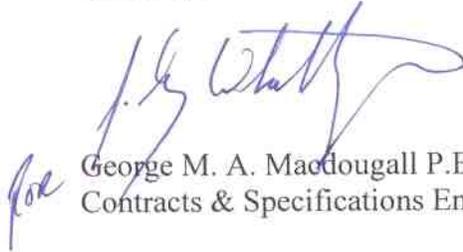


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Response: The completion date has been changed to June 20, 2014. Please see the above changes.

Consider these changes information prior to submitting your bid on May 29, 2013.

Sincerely,

A handwritten signature in blue ink, appearing to read "G. M. A. Macdougall", is written over the typed name. To the left of the signature, the word "for" is written vertically in blue ink.

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

_____ 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. **17883.00**, for the **Highway Reconstruction** in the town of **Poland**, County of **Androscoggin**, 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 **June 20, 2014**. 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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