



Paul R. LePage  
GOVERNOR

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

David Bernhardt  
COMMISSIONER

April 24, 2012  
Subject: **Caribou Connector**  
Federal Project No: HPP-6462(700)X  
State PIN: 006462.70  
**Amendment No. 2**

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (pages 10 and 14) **REMOVE** the first page of each copy of the "CONTRACT AGREEMENT, OFFER & AWARD" 2 pages total and **REPLACE** with the attached new first page of the "CONTRACT AGREEMENT, OFFER & AWARD" 2 pages total.

In the Bid Book (page 39) **REMOVE** "Special Provision, Section 105, General Scope of Work, (Limitations of Operations)" 1 page dated March 20, 2012 and **REPLACE** with the attached new "Special Provision, Section 105, General Scope of Work, (Limitations of Operations)" 1 page dated April 20, 2012.

In the Bid Book (page 52) **REMOVE** "Special Provision, Section 107, Prosecution and Progress, (Contract Time)" 1 page dated March 20, 2012 and **REPLACE** with the attached new "Special Provision, Section 107, Prosecution and Progress, (Contract Time)" 1 page dated April 20, 2012.

The following question has been received:

**Question:** Any chance of the completion date being extended for the RW fencing? 32000' is a decent amount of fence. Not sure that work on right of way line will interfere with opening the bypass. There is a lot of work out right now and I think a lot of Contractors are busy.

**Response:** The project completion date has been changed to September 28, 2012. Please see the above changes.



PRINTED ON RECYCLED PAPER

Consider these changes and information prior to submitting your bid on May 2, 2012.

Sincerely,



*GE* 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. **6462.70** for **New Construction, Phase III – Caribou Connector** in the city of **Caribou**, 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 **September 28, 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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**Special Provision**  
**Section 105**  
**General Scope of Work**  
**(Limitations of Operations)**

- 1) **This contract allows for only one paving operation per day unless otherwise authorized by the Resident.**
- 2) **A 24 hour notice is required for any changes in work schedule.**
- 3) **A 48 hour notice is required prior to paving operations.**
- 4) **The contractor shall have all work on Section I of the Caribou Connector completed before they can proceed to Section II of the Caribou Connector. On Section II, the contractor shall schedule daily operations such that all reasonable steps have been taken to avoid interference or hindrance of any other work being performed on the ongoing project.**
- 5) **The contractor shall cease all operations, have all travel lanes open to traffic and have the roadway in safe operating condition on May 25, 2012 by 12:00pm, and will not be allowed to commence work until May 29, 2012 at 6:00am.**
- 6) **The contractor shall cease all operations, have all travel lanes open to traffic and have the roadway in safe operating condition on July 3, 2012 by 12:00pm, and will not be allowed to commence work until July 5, 2012 at 6:00am.**
- 7) **The contractor shall cease all operations, have all travel lanes open to traffic and have the roadway in safe operating condition on September 1, 2012 by 12:00pm, and will not be allowed to commence work until September 4, 2012 at 6:00am.**

**Special Provision**  
**Section 107**  
**Prosecution and Progress**  
**(Contract Time)**

- 1) **The Contractor will be allowed to commence work on this project as long as all applicable plans required under this contract have been submitted and approved.**
- 2) **The completion date for placing surface pavement (mainline and shoulders), installation of guardrail, curb, highway lighting items and pavement markings is August 3, 2012. The contractor will be charged supplemental liquidated damages per standard specification 107.7.2 (excluding days lost to inclement weather) for every work day after August 3, 2012 that these item's are not completed.**
- 3) **The completion date for this project is September 28, 2012.**
- 4) **For every weekday not worked once operations commence, the contractor will be charged supplemental liquidated damages per standard specification 107.7.2 (excluding days lost to inclement weather).**