



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

May 2, 2011
Subject: **Fort Kent**
State PIN: 010042.20
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (page 9), "NOTICE TO CONTRACTORS" first paragraph, **DELETE** the following two sentences in the first paragraph; "Bids will be accepted from contractors and building movers/wreckers that can demonstrate previous successful completion of projects of a similar size and scope. All other Bids may be rejected." and **REPLACE** with the following; "**Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.**"

Make this change in pen and ink.

In the Bid Book, page 14, "9. Start and Completion of Work", second paragraph, first sentence, **CHANGE** the following; "... have less than 21 calendar days to ..." to read "... **have less than 35 calendar days to ...**". Make this change in pen and ink.

In the Bid Book (pages 18 and 22), "CONTRACT AGREEMENT, OFFER & AWARD" **REPLACE** the first page of each copy with the attached new first pages.

Consider these changes and information prior to submitting your bid on May 4, 2011.

Sincerely,

Scott Bickford
Contracts & Specifications Engineer

For



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 Maine, 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 No. 010042.20**, for the **Asbestos Abatement, Air Monitoring and Demolition and Removal of a 3-story wood frame structure and any out buildings located at 381 West Main Street in Fort Kent, County of Aroostook, Maine.** The Work includes demolition, maintenance of site 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 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 **July 6, 2011**. 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 Maine DOT Standard Specifications.

C. Price

The quantities given in the Schedule of Items of the Bid Package (if applicable) will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. **The bid is**

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

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