



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

May 26, 2011
Subject: **Wilton**
Federal Project No: BH-1708(500)X
State Pin No: 017085.00
Amendment No. 2

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 9 and 13), **REMOVE** the first page of each copy of the "CONTRACT AGREEMENT, OFFER & AWARD" and **REPLACE** with the attached new first pages (pages 9 and 13).

In the Bid Book, "SPECIAL PROVISIONS, SECTION 104, Utilities" under subsection "SUBSURFACE" (Page 30), **ADD** the following paragraphs in pen and ink before the sentence that reads "The proposed sequence of work is as follows:"

"The Contractor shall schedule the construction to avoid leaving the temporary sewer line exposed to freezing ambient temperatures or provide protection against freezing as approved by the Department and the Town of Wilton. Any expense incurred for the protection against freezing shall be at the Contractor's expense. In the event that the sewer line fails as a result of freezing conditions, the Contractor will be responsive to repair the sewer line and clean up any sewer discharge at the Contractor's expense."

"The installation of the new permanent sewer line shall not be scheduled during the months of December, January, February and March."

In the Bid Book (page 43), "SPECIAL PROVISION, SECTION 107, PROSECUTION AND PROGRESSD" **CHANGE** the sentence to read as follows: "The specified contract completion date is **June 30**, 2012." Make this change in pen and ink.

In the Bid Book, "SPECIAL WORK #2 – SPECIAL PROVISION 890.21", "1.02 SUBMITTALS" (Pages 121 & 122), **DELETE** Section "A", Subsections 1, 2, and 3 and **REPLACE** with the following in pen and ink:

"The project requires the Contractor to provide a steel support beam for the owner provided temporary HDPE bypass piping. The beam must be capable of supporting 30 lbs./foot load while the bridge construction is



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ongoing. Under Special Work #2/Special Provision 890.21, the Contractor can provide a used beam as long as it can support the loading for the duration of the project. The required submittal is a document stamped by a State of Maine Licensed Engineer that shows the beam and its foundation is appropriately designed. The Contractor will not be required to submit shop drawings or fabrication details.”

The following questions have been received:

Question: Can the finish date be changed to June 15th, 2012?

Response: Please see the new completion in the above change.

Question: Do we really need to submit everything that is listed in Section 1.02 for the Special Work #2/Special Provision 890.21?

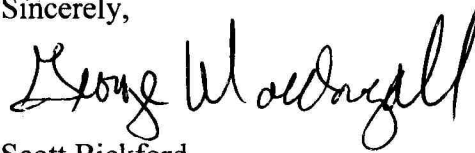
Response: No, please see the Amendment No. 2.

Question: The Town of Wilton has listed 15 working days to attach the permanent sewer line to the bridge. This seems excessive in light of a tight schedule.

Response: The 15 days duration will not be changed.

Consider these changes and information prior to submitting your bid on June 1, 2011.

Sincerely,



for Scott Bickford
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 **017085.00**, for the **Canal Street Bridge Replacement** in the town of **Wilton**, County of **Franklin**, 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 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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