



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

June 17, 2011
Subject: **Bethel**
State PIN: 017738.00
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 14 and 18), "CONTRACT AGREEMENT, OFFER & AWARD" **REMOVE** the first page of each copy (2 copies) and **REPLACE** with the attached new first pages of the "CONTRACT AGREEMENT, OFFER & AWARD".

In the Bid Book **REMOVE** (page 36) "SPECIAL PROVISION, SECTION 107, Time, (Contract Time)" one page, dated May 23, 2011, and **REPLACE** with the attached new "SPECIAL PROVISION, SECTION 107, Time, (Contract Time)" one page, dated June 17, 2011.

Consider these changes and information prior to submitting your bid on June 22, 2011.

Sincerely,

Scott Bickford
Contracts & Specifications Engineer



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 _____, 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. **PIN No. 17738.00, for Paving Crew Services to place Plant Mix Recycled Asphalt Pavement and Hot Mix Asphalt in the town of Bethel, in the County of Oxford**, 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 15, 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 107
Time
(Contract Time)**

1. The contractor will be allowed to commence work anytime provided that all required plans/submittals have been received and approved by the MDOT.
2. The completion date for the PM-RAP lay down is July 14, 2011.
3. The shim is to be completed by August 15, 2011.
4. The completion date for this project is June 15, 2012.
5. The contractor will not be allowed to work Saturdays.
6. The contractor shall coordinate with Bill Emery, State Projects Construction Superintendent, in order to coordinate the work in conjunction with work being done by State forces. Bill Emery can be reached at 592-2959 (cell) or at the Maine DOT Region 3 office 562-4228.
7. The Maine DOT shall give the contractor notice 2 weeks prior to requiring the work to be completed.