



Paul R. LaPage
GOVERNOR

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

May 9, 2012
Subject: **Gardiner/W. Gardiner**
Federal Project No: IM-1778(300)E
& IM-1914(500)E
State WINs: 017783.00 & 019145.00
Amendment No. 1

David Bernhardt
COMMISSIONER

Dear Sir/Ms:

Make the following changes to the Bid Documents:

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

In the Bid Book, after "SPECIAL PROVISION, SECTION 105, GENERAL SCOPE OF WORK, (Buy America Certification)", **ADD** the attached "SPECIAL PROVISION, SECTION 105, GENERAL SCOPE OF WORK" 1 page dated May 4, 2012.

In the Bid Book **REMOVE** "SPECIAL PROVISIONS, SECTION 107, PROSECUTION AND PROGRESS, (CONTRACT TIME) 1 page dated March 20, 2012 and **REPLACE** with the attached new "SPECIAL PROVISIONS, SECTION 107, PROSECUTION AND PROGRESS, (CONTRACT TIME) 1 page dated May 8, 2012.

The following question has been received:

Question: Can the Completion date of 8/31/2012 be pushed back; it takes 2 weeks for paperwork preparation and award, 4 weeks for submittal preparation, up to 4 weeks for review and approval, then 8 - 10 weeks for manufacturing, 1 week for shipping and 13 weeks for installation. 9 months if everything goes without a hitch. This bids Mid May so 9 months would be 2/15/13. If we double up on crews we could possibly eliminate 6 weeks, if weather holds a 12/31/12 completion date would be tight but reasonable.

Response: The Contract Completion date has been changed to December 31, 2012. Please see the above changes.



PRINTED ON RECYCLED PAPER

Consider this change and information prior to submitting your bid on May 16, 2012.

Sincerely,



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, PINS. **17783.00 / 19145.00** for **Highway Lighting** in the towns of **Gardiner and West Gardiner**, County of **Kennebec**, 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 **December 31, 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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Gardiner / W.Gardiner

17783.00

May 4, 2012

SPECIAL PROVISION
SECTION 105
GENERAL SCOPE OF WORK

The Contractor shall complete all work items in this contract on or before August 31, 2012 with the exception of lighting poles and luminaries which shall be complete on or before December 31, 2012.

Gardiner WIN 17783.00
West Gardiner WIN 19145.00
May 8, 2012

SPECIAL PROVISIONS
SECTION 107
PROSECUTION AND PROGRESS
(CONTRACT TIME)

The contractor will be allowed to commence work on this project as long as all applicable plans as required under this contract have been submitted and approved and required notice has been provided.

The completion date for this contract is **December 31, 2012**.

The contractor shall not carry on construction operations on Sundays or Holidays as per Section 107.3.3.

All travel lanes shall be open to traffic and the roadway in safe operating condition when the contractor suspends work for holidays or extended periods of time as directed.

All work schedule changes must be submitted for approval to the Department a minimum of 10 calendar days prior to the requested change.