



Paul R. LePage  
GOVERNOR

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

David Bernhardt  
COMMISSIONER

April 6, 2012  
Subject: **Durham**  
Federal Project No: STP-1798(300)X  
State PIN: 017983.00  
**Amendment No. 1**

Dear Sir/Ms:

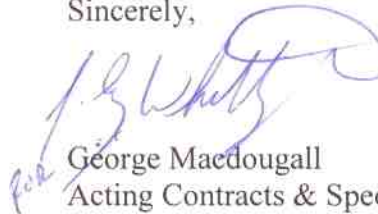
Make the following changes to the Bid Document:

In the Bid Book (pages 7 and 11) **REMOVE** the first page of each copy of the "CONTRACT AGREEMENT, OFFER & AWARD" 2 copies and **REPLACE** with the attached new pages 7 and 11 of the "CONTRACT AGREEMENT, OFFER & AWARD" reflecting the new completion date of July 21, 2012.

In the Bid Book (page 50) "SPECIAL PROVISION, SECTION 107, Prosecution and Progress, (Contract Time)" **CHANGE** the completion date in line 3 from "August 11, 2012" to read "**July 21, 2012**". Make this change in pen and ink.

Consider this change and information prior to submitting your bid on April 25, 2012.

Sincerely,



George Macdougall  
Acting 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, **WIN No. 17983.00, for the Hot Mix Asphalt Overlay with Drainage Improvements in the town of Durham, County of Androscoggin, 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 **July 21, 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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