



JOHN ELIAS BALDACCI
GOVERNOR

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

July 21, 2008
Subject: **Calais/Baileyville**
Federal Project No: STP-1333(900)X
State Project No.013339.00, 013028.00,
013038.00
Amendment No. 1

DAVID A. COLE
COMMISSIONER

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book, **REMOVE** the first page of each of the two "CONTRACT AGREEMENT, OFFER & AWARDS" and **REPLACE** with the two attached, new first pages of the "CONTRACT AGREEMENT, OFFER & AWARDS".

In the Bid Book, SPECIAL PROVISION, SECTION 107, Time, (Contract Time) for the town of Baileyville, note 3. **CHANGE** the completion date from November 15, 2008 to **June 15, 2009**. Make this change in pen and ink.

In the Bid Book, SPECIAL PROVISION, SECTION 107, Time, (Contract Time) for the City of Calais, note 3. **CHANGE** note 3 to read as follows "3. Completion date for all work on this project is **June 15, 2009**." Make this change in pen and ink.

In the Bid Book, SPECIAL PROVISION, SECTION 107, Time, (Contract Time) for the City of Calais, **DELETE**, in it's entirety note 4. Make this change in pen and ink.

In the Baileyville Plans (Plan Sheet 4 of 11) **ADD** the following note "38. Millings are the property of the State and are to be delivered to the MDOT Maintenance Lot Pit in Alexander, ME. This shall be incidental to Item 202.202.". Make this change in pen and Ink.

In the Calais Plans (Plan Sheet 5 of 41) **ADD** the following note "57. Millings are the property of the State and are to be delivered to the MDOT Maintenance Lot Pit in Alexander, ME. This shall be incidental to Item 202.202.". Make this change in pen and Ink.

The following questions have been received:



PRINTED ON RECYCLED PAPER

Question: When will the utility adjustments begin on the Calais Pins, before or after the start of construction?

Response: This question is covered under the Special provision 104 in the bid document. This is an excerpt but please see special provision for complete details. "No subsurface conflicts with the new water main are anticipated. However, surface adjustments are necessary. It is the intention of the Water Department to perform the water gate valve surface adjustments in conjunction with the paving operation. The City estimates two (2) working days to make the adjustments. The contractor must notify the City three working days in advance to allow the City time to schedule their work."

Question: Once the pavement has been removed on the Baileyville Pin, who assumes ownership of the pavement millings?

Response: The milling will become property of the Department and will be delivered to the Alexander lot "Pit".

Question: How will material to backfill holes and time to perform said backfill be paid for in areas of milling where boulders are removed?

Response: This will be paid for under contract items if any are encountered.

Question: Will HMA be required in areas where boulders are removed, and if so, will the HMA be paid for under contract items?

Response: Yes pavement will be required to be the same depth as existing pavement and will be paid for under contract items.

Question: There are approximately 9 "Residential Storm Drain Inspection Devices" on the Calais Pin, but no bid item. How will these devices be paid for?

Response: These inspection devices are listed on the plans and in the general notes to be incidental to the installation of the drainage items.

Question: Can you provide details for the remainder of the sidewalk that is covered under Pin 13339.00 that are not shown under the plans for Pin 13038.00?

Response: The sidewalk will be located 15 ft off centerline on right hand side of project. It will be 5 ft wide with 1 ft of gravel and 2" of pavement. The deleterious material will be removed and gravel will be placed at a depth of 1 ft. The sidewalk will be -2% grade towards the ditch.

Question: Can you provide information on the location of the water main on Pin 13038.00 past station 15+25?

Response: The Department does not have the survey data in this area for the location of the water main. The City of Calais does have an engineering firm, Olver and Associates that would readily have this information available. The contact number is 223-2232 and you would ask for Annaleis.

Question: The typical detail for Pin 13038.00 shows excavation work only within the areas of sidewalk, underdrain and shoulders; however, the cross sections for the project show full depth construction within the mainline of the roadway. Also, the bid quantities for the asphalt are based on full depth section of asphalt, 4" of 12.5mm and 1.5" of 9.5mm. Is it the intent of MDOT to fully reconstruct this portion of the project, and if so, will the bid quantities for excavation and gravel be adjusted to reflect this intent?

Response: It is the Departments intention with this contract to excavate and gavel only within the areas of sidewalk, underdrain and shoulders. The remainder of the areas are being excavated and graveled under an existing contract the City is performing. If additional excavation and gravel is needed to be performed by this contract the Contractor will be paid under the approximate items. The intent of this contract is to pave 4" 12.5 mm and 1.5" of 9.5 mm the full width of the project.

Consider these changes and information prior to submitting your bid on **July 23, 2008.**

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Bickford' with a stylized flourish at the end.

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 No. 013028.00, 013038.00, and 013339.00 for Pavement Milling and Resurfacing, Shoulder Construction, Drainage Improvements, Sidewalk Construction and other Incidental Work in the City of Calais and the Town of Baileyville, County of Washington, 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, 2009.** 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.

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. 013028.00, 013038.00, and 013339.00 for Pavement Milling and Resurfacing, Shoulder Construction, Drainage Improvements, Sidewalk Construction and other Incidental Work in the City of Calais and the Town of Baileyville, County of Washington, 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, 2009.** 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.