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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

October 10, 2006
Subject: **Rockland**
Project No. BH-6069(20) & 6069.40
Pin No. 6069.20 & 6069.40
Amendment No. 6

Dear Sir/Ms:

Please make the following change to the Bid Documents:

On the "Notice to Contractors" page, in the first paragraph, within the first sentence, change the Bid Opening Date from: **October 11, 2006** to **October 18, 2006**, Make this change in pen and ink.

In the "Contract Agreement, Offer & Award" two sets, on the first page under "B. Time" REMOVE the first page that has a completion date of August 29, 2008 and REPLACE with the attached new page one with the completion date of September 26, 2008.

On "Special Provision, Section 107, Time, (Contract Time)" change the completion date from August 29, 2008 to September 26, 2008. Make this change in pen and ink.

The following question has been received.

Question: Will MDOT extend the project completion date of 8/28/08 by the 5 weeks lost due to the 4 bid postponements ?

Response: See earlier changes in this amendment.

Consider this change prior to submitting your bid on October 18, 2006.

Sincerely,

Scott Bickford
Contracts & Specifications Engineer

PRINTED ON RECYCLED PAPER
THE MAINE DEPARMENT OF TRANSPORTATION IS AN AFFIRMATIVE ACTION - EQUAL OPPORTUNITY EMPLOYER

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's **6069.20 & 6069.40, Rockland Ferry Terminal – Phase II** in the town/city of **Rockland**, County of **Knox**, 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 **September 26, 2008.** 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.

C. Price.

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