



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

November 26, 2012
Subject: **Portland**
Federal Project No: CM-1749(410)X
State WIN: 017494.10
Amendment No. 3

Dear Sir/Ms:

Make the following changes to the Bid Document;

In the Bid Book (pages 18 and 22) **REMOVE** the first page of each copy of the "CONTRACT AGREEMENT, OFFER & AWARD" and **REPLACE** with the attached new first pages of the "CONTRACT AGREEMENT, OFFER & AWARD"

In the Bid Book (page 50) "SPECIAL PROVISION, SECTION 107, Prosecution and Progress, (Contract Time)" **CHANGE** the completion date from "January 31, 2012" to read "**March 22, 2013**". Make this change in pen and ink.

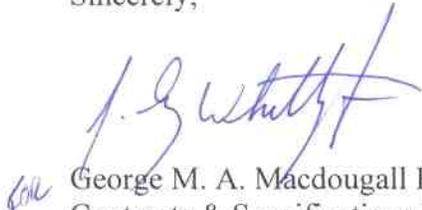
The following question has been received:

Question: At the pre-bid meeting, the discussion was to change the completion date to March 22, 2013. The just issued bid amendment #2 does not change the date, will there be another amendment?

Response: The completion date has been changed to March 22, 2013. Please see the above change.

Consider this change and information prior to submitting your bid on November 28, 2012.

Sincerely,


George M. A. Macdougall P.E.
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. **17494.10**

_____, for the **Parking System Upgrades** in the city of **Portland**, County of **Cumberland** 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 **March 22, 2013**. 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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