



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

March 19, 2009
Subject: **Region 1,
Contractor Prequalification**
PIN: N/A
Bid Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book (page 8), **REMOVE** the "Notice to Contractors", one page total and **REPLACE** with the attached updated "Notice to Contractors", one page total.

In the Bid Book (pages 16 through 23), **REMOVE** the "Contract Agreement, Offer & Award" two sets, eight pages total and **REPLACE** with the attached updated "Contract Agreement, Offer & Award" two sets, eight pages total.

The following questions have been received:

Question: Page 10 of the Bid Book states that the dates of the contract are 3/31/09 to 3/31/2012. Page 16/24 states that the contract expires on 2/28/2011. Please clarify

Response: The Contract Completion date is 3/31/12. See change made earlier in this amendment.

Question: In the Notice to Contractors, a bid bond for 5% or a bid guarantee of \$30,000 is requested. Is this correct?

Response: Please see the attached, new Notice to Contractors. A bid bond will not be required, but a Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of \$1,000,000, will be required of the successful Bidder.

Question: There does not seem to be a place to list equipment Rental prices in the Prequal. Are they required to be part of this package and if so please clarify where?

Response: As stated on Appendix B, the contractor is to list equipment and labor rates on the sheet provided in Appendix B or attach a separate sheet.



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Question: Where equipment is to be listed, you ask for type and make/model. What are the other two columns for?

Response: The information to be provided is Type and Make & Model. The other two columns were to allow extra space.

Consider these changes and information prior to submitting your bid on March 25, 2009.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

For Scott Bickford
Contracts & Specifications Engineer

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS
&
CONTRACTOR PREQUALIFICATION
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

Sealed Applications addressed to the Maine Department of Transportation, 16 State House Station, Augusta, Maine 04333-0016 and endorsed on the wrapper "**Prequalification Application for Emergency/On Call Highway Work in Region 1**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine until 11:00 o'clock A.M. (prevailing time) on **March 25, 2009**. Applicants must have completed, or successfully complete, a Highway Construction category to be considered for the award of this contract.

Description: Prequalification Application for Emergency/On Call Highway Work in Region 1

Location: Region 1

Outline of Work: Contractors desiring to perform or bid on construction, maintenance or demolition on transportation infrastructure on an Emergency or On Call basis in Region 1 between March 31, 2009 and March 31, 2012 must prepare and submit this application and enter into contracts, except as noted in the procedure.

The intent of this proposal is to receive numerous applications. Contracts will be entered into with multiple Contractors.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Monday prior to application date will not be answered. Applicants shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Packages are available at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> Packages can also be obtained at no cost at the MaineDOT building in Augusta, Maine or by telephone at 207-624-3536 between the hours of 8:00 A.M. and 4:30 P.M.

Each Bid must be made upon blank forms provided by the Department. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of \$1,000,000, will be required of the successful Bidder.

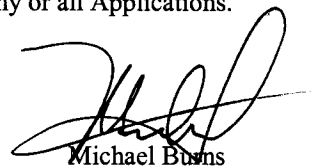
Each Application must be made upon the attached form provided by the Department.

This Contract is subject to all applicable Federal Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the MDOT to reject any or all Applications.

Augusta, Maine
March 4, 2009



Michael Busins
Asst. Director, Maintenance & Operations

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 Vendor Customer Number of the Contractor is _____.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A - Special Provisions for Emergency/On call highway work in Region 1
- Appendix B - Equipment and Labor Rates for 2009

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 Assignment Letter and Contract including Extra Work in conformity with the Assignment Letter and Contract, for the **Emergency/On Call Highway Construction in Region 1**. The Work includes construction, maintenance during construction, warranty as provided in the Assignment Letter and 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 Assignment Letter and 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 31, 2012**.

C. Price.

The original Contract amount is **One Million Dollars and no Cents (\$1,000,000.00)**. The actual Contract amount will be determined by the actual work performed at the rates described in Appendix B and individual assignment letters. The Maine DOT does not guarantee the use of any or all of the Contract amount. Contractor may negotiate a revised Appendix B - Equipment and Labor Rates once a year.

The original Contract amount will be used as the basis for determining the amounts of the required Performance Surety Bond and Payment Surety Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement;

and Contract Bonds contained herein for **Emergency/On Call Highway Construction in Region 1**, do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached Appendix B - Equipment and Labor Rates and the prices in the Assignment Letters.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Appendix B - Equipment and Labor Rates and the Assignment Letters in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached Assignment Letters, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To complete the Work within the time limits given in the Assignment Letters.

Fourth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

(Signature)

(Name and Title Printed)

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