



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

March 25, 2010
Subject: Guardrail Services
PIN: N/A
Location: Regions 1 - 5
Bid Amendment No. 1

Dear Sir/Ms.:

Make the following changes to the Bid Document:

In the Bid Book (pages 16 through 21), **REMOVE** the existing "CONTRACT AGREEMENT, OFFER & AWARD", two sets, 6 pages total, and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER & AWARD", two sets, 6 pages total.

In the Bid Book (page 15), "Guardrail Services, Schedule of Items", page 5 of 5, **DELETE** NOTE 4. Make this change in pen and ink.

The following questions have been received:

Question: To whom do the certified payrolls go to this year, if anyone?

Response: Each Region will designate a person to receive invoices and certified payrolls.

Question: Note 4 on page 5 of 5 on the Bid Schedule "Radius beam shall be paid for as regular straight beam". Radius Beam has a separate item number than regular straight beam, page 2 of 5 on Bid Schedule, item #3.

Response: Radius beam will be paid for under the appropriate pay items, not as straight beam.

Question: On pages 16 and 19, Section B, it states that the contractor agrees to provide Flagging Services. On page 11, it states that DOT will provide all signs and traffic control. Please clarify. Consider this information prior to submitting your bid on March 31, 2010.

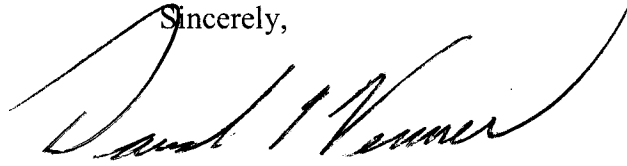


PRINTED ON RECYCLED PAPER

Response: In the new attached Contract Agreement, Offer & Award, on pages 16 and 19, Section B, it now states that the Contractor agrees to provide Guardrail Services.

Consider these changes and information prior to submitting your bid on March 31, 2010.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bickford". The signature is fluid and cursive, with a large initial "S" and a long, sweeping underline.

FOR

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, for **GUARDRAIL SERVICES IN THE REGIONS BID** in Maine. The Work includes providing services at maintenance work zones and small construction projects 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 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 provide Guardrail Services, beginning after contract execution or March 31, 2010 whichever is latest and continuing until this contract expires on **March 31, 2011.**

C. Price.

The regions bid in the Schedule of Items of the Bid Package and Special Provision Section 103 Basis of Award will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

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, Supplemental Specifications, Special Provisions, and Contract Agreement. 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, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for **GUARDRAIL SERVICES**, on which bids will be received until the time specified in the "Notice to Contractors" 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 "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Government in writing.

The Offeror also agrees to do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a basis as provided in the contract documents.

The Offeror also agrees that this offer shall remain open for 30 calendar days after the date of opening of bids.

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)

Witness

(Name and Title Printed)

G. Award. Your offer is hereby accepted for (see checked boxes):

Region 1

Region 2

Region 3

Region 4

Region 5

The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael E. Burns, Acting Director
Bureau of Maintenance and Operations

Witness

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