



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

JOHN ELIAS BALDACCI
 GOVERNOR

DAVID A. COLE
 COMMISSIONER

June 16, 2010
 Subject: **Passenger Ferry Construction**
 Federal Project No: STP-1745(500)S
 State Pin No.017455.00
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Document:

In the Bid Book (pages 14 thru 16), **REMOVE** the “FIXED PRICE BID FOR THE CONSTRUCTION OF A 110’ PASSENGER FERRY FOR CBITD” and **REPLACE** with the attached new “FIXED PRICE BID FOR THE CONSTRUCTION OF A 110’ PASSENGER FERRY FOR CBITD”.

The following question has been received:

Question: The requirement for spare parts under section 1.17 will require further information in order to provide the main engine and generator spares for one year. The recommended spares are based on the number of hours the equipment is to be run. We would like to request the number of hours that the main engines and the generators are anticipated to be run in one year.

Response: The two main engines will operate approximately 5,000 hours per year. The generators are alternated and consequently, each will operate approximately 2,500 hour per year.

On June 9, 2010 a Pre-Bid Conference was held at the Casco Bay Ferry Terminal and those who were in attendance are as follows:

Name	Company	Phone #
e-mail	Fax #	
- Paul Pottle	Maine Dept. of Transportation	207-624-3555
paul.pottle@maine.gov	207-624-3401	
- Don Ricciuti	Seaworthy Systems	860-767-9061
don.ricciuti@rolls-royce.com	860-767-1263	
- John Hunter	Seaworthy Systems	860-767-9061
john.hunter@rolls-royce.com	860-767-1263	



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- Tyler Dawe	Seaworthy Systems	860-767-9061
tyler.dawe@rolls-royce.com	860-767-1263	
- Hank Berg	Casco Bay Lines	207-774-7871
hankb@cascobaylines.com	207-774-7875	
- Nick Mavadones	Casco Bay Lines	207-774-7871
nickm@cascobaylines.com	207-774-7875	
- Bill Wanzer	Casco Bay Lines	207-774-7871
	207-774-7875	
- Bruce Woodman	Casco Bay Lines	207-774-7871
brucew@cascobaylines.com	207-774-7875	
- Bruce Washburn	Washburn & Doughty	207-633-6517
bdwashburn@washburndoughty.com	207-633-7007	
- Marcia Blount	Blount Boats	401-245-8300
marcia@blountboats.com	401-245-8303	
- Robert Sampson	Blount Boats	401-245-8300
rfsam@blountboats.com	401-245-8303	
- Bob Pelletier	Blount Boats	401-245-8300
8300	bob@blountboats.com	401-245-8303
- Susan Mortgu	Derecktor Shipyards	203-336-0108
susanm@derecktor.com	203-336-6369	
- Tom Peacock	NEDDA	207-797-5950
tpeacock@nedda.com	207-797-5953	

Questions raised and responses provided are as follows:

Question: ABS class vs. interpretations. If vessel is not classed, how do we handle?

Response: Components should be designed to ABS rules and materials must meet ABS rules, but ABS certification of the material is not required.

Question: Are there Davis bacon Wage Rates for this project and is there a need for certified payrolls.

Response: There are no Davis Bacon wage rates for this project, but the contractor will need to use the Elation System to report the number of hours worked by the prime contractor and all of the sub-contractors, see Article 33 - Labor Provisions for further details.

Question: The closed circuit TV on page 228 has a requirement for a 21 inch monitor and a 26 inch monitor. What should the size be?

Response: The monitor should be 26 inches.

Question: On page 225, it is unclear whether there is a requirement for 4 or 2 VHF radios. What should it be?

Response: There should be a total of 4 VHF radios.

Question: Maine Switch Board - Do you still supply the switch board as if you have the bow thruster even if you do not take the bow thruster option?

Response: No. The size and configuration of the switch board is determined by whether there is or is not a bow thruster. The bid for the base price and the additive alternate price should reflect the differences.

Question: What kind of ballast can be used on the new vessel?

Response: Placed concrete is acceptable or other type approved by the owner.

Question: Could reviewed financial statements be substituted for audited financial statements? (See Article 6 (1), Page 9)

Response: Reviewed or compiled financial statements can be substituted for an audited financial statement. The Department reserves the right to perform a more in depth review or audit, if in our opinion, we believe it is necessary.

Question: Do DBE businesses need to be listed on the Maine DOT's Disadvantaged Business Enterprises list to count towards meeting the goal?

Response: Yes. In order to receive credit for compliance with the goal, the firm must be listed on the Maine Registry. Firms listed on another states registry may apply for registration in Maine using a reciprocity process that is already established with most states. This is a relatively quick process and can be done after the award of a project. The Contractor must show a good faith effort and document what was done.

Question: In the bid document specifications, it indicates, on page 171 that the man overboard davit will be on the port side, is this correct?

Response: It should state it will be located on the starboard side.

Question: Are passenger bench seats in fire load calculations?

Response: Yes, passenger bench seats have been included in the fire load calculations. See drawing 283-32-601.

Question: Does the shipyard have to submit drawings to the USCG for approval?

Response: See specification section 1.6.

Question: Are steel clips required for the windows as per spec table 3.2 ?

Response: No, steel clips are not required.

Question: What is meaning of spec section 6.5 which states “Exterior benches are to be commercial fiberglass benches with lift-up seating for lifejacket stowage?”

Response: Exterior and interior benches to be the same design as shown on drawing 283-32A-602. PFDs to be stowed on main deck in a similar arrangement to the stowage arrangements on the AUCOCISCO III. PFDs on 01 deck to be stowed in a full height weathertight fiberglass locker located as shown forward on the port side, on drawing 283-32A-010. All final PFD stowage arrangements and fiberglass locker dimensions to be to owner’s approval.

Consider these changes and information prior to submitting your bid on June 30, 2010

Sincerely,

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

Scott Bickford
Contracts & Specifications Engineer

FIXED PRICE BID FOR THE CONSTRUCTION OF A 110' PASSENGER FERRY FOR CBITD

1. In compliance with the Invitation for Bids of the Maine Department of Transportation, dated May 17, 2010, Information and Instructions to Bidders, Contract Plans and Specifications for a 110' Passenger Ferry, designed by Seaworthy Systems, Inc., the Vessel Construction Agreement and the Addenda issued pursuant to the said invitation: (herein called the "bidding documents"), which by reference are expressly made a part thereof and incorporated herein, the undersigned, _____ hereby proposes to furnish all labor, service, and materials and perform all work required for the construction of a Passenger Ferry, as indicated below, in strict accordance with the terms and conditions of the bidding documents, and the provisions contained in the form of contract issued by the Owner, for the performance of all the work hereunder, and in any changes in such form of contract issued by the Owner, for the following amount, which amount shall be without adjustment for changes in labor, materials or tax costs:

For the construction of a vessel in accordance with Contract Specifications (Specifications for the Construction of a 110' Passenger Ferry for CBITD", dated May 11, 2010 and Plans (Drawing Series No. 283-32-), with delivery of the vessel to the CBITD's pier at Portland, Maine for the **Contract Base Price** of:

_____ Dollars(\$_____).

Bid Additive Alternate – Bow Thruster and associated changes (Section 15.4.2) for a contract price of: _____ Dollars(\$_____).

Note: Contract will be awarded on the Contract Base Price Only.

2. The undersigned Bidder agrees to complete and deliver the vessel within Four Hundred Thirty (430) calendar days, including Saturdays, Sundays and Holidays, after date of receipt by the Contractor from the Owner of a Notice-to-Proceed.
3. This contract, which may be amended, modified, or supplemented in writing only, consist of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is understood that this Contract will be governed by the documents listed above.
4. The undersigned Bidder proposes to furnish to the Owner within fifteen (15) calendar days after notice of intent to award, a performance bond in the sum of

100% of the Bid amount pursuant to Article 26 of the Vessel Construction Agreement

5. The undersigned Bidder proposes to furnish to the Owner within fifteen (15) calendar days after notice of intent to award, a payment bond in the sum of 100% of the Bid amount pursuant to Article 26 of the Vessel Construction Agreement
6. The undersigned Bidder proposes that the aggregate amount payable under the performance and payment bonds required pursuant to this Article 26 shall not exceed 100% of the Bid amount, pursuant to Article 26 of the Vessel Construction Agreement.
7. The undersigned also agrees to perform the work at its plant or shipyard located at: _____
_____.
8. By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:
 - A. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and Bid Documents, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
 - B. The contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
 - C. 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.
9. The Undersigned Bidder agrees to do any extra work, not covered by the contract documents, which may be ordered by the Department's representative and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specification, Revision of December 2002, and as addressed in the contract documents.
10. The Undersigned Bidder agrees that the bid guarantee at 5% of the bid amount as identified in the "Notice to Contractors" 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.
11. The Bidder will be bound to the Disadvantage Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instruction to Bidders) and submit a completed Contractor's Disadvantage Business Enterprise Proposed Utilization Plan with their bid.

12. The undersigned further agrees:
- (a) That it will not withdraw the foregoing bid prior to sixty (60) days after the date set for the receipt of the bids.
 - (b) That in the event said sixty (60) day period shall expire without an award having been made; the foregoing bid shall remain in full force and effect until an award is made to the undersigned or until written notice of the withdrawal of said bid shall have been received by the Owner.
13. The undersigned Bidder accepts and agrees to all the terms and conditions of the Invitation for Bids as fully as if they were separately repeated and agreed to in this bid.
14. 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.
15. In accordance with the terms of the subject invitation, this bid proposal is submitted in an sealed envelope and marked, **“COST PROPOSAL - FIXED PRICE BID FOR THE CONSTRUCTION OF A 110’ PASSENGER FERRY FOR CBITD.”** There are filled and submitted herewith;
- (a) Requisite bid guaranty.
 - (b) Acknowledgement of Bid Amendments.

CONTRACTOR (Bidder)

Date	(Signature of Legally Authorized Representative of the Contractor)
	(Name and Title Printed)

WITNESS:

(Name)	(Office)
(Date)	(Date)