



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

Paul R. LePage
GOVERNOR

January 15, 2013
Subject: **Passenger Ferry Vessel &
Operator**
Location: **Bass Harbor-Frenchboro**
Amendment No. 1

David Bernhardt
COMMISSIONER

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (pages 11-18), **REMOVE** "CONTRACT AGREEMENT TRANSPORTATION RELATED MAINTENANCE SERVICES", dated 10-9-2012, 2 copies and **REPLACE** with the attached new "CONTRACT AGREEMENT TRANSPORTATION RELATED MAINTENANCE SERVICES", dated January 14, 2013", 2 copies.

In the Bid Book (pages 29), **REMOVE** "APPENDIX A, Schedule of Items Worksheet", and **REPLACE** with the attached new "APPENDIX A, Schedule of Items Worksheet", dated January 14, 2013".

Consider this change and information prior to submitting your bid on January 30, 2013.

Sincerely,



George M. A. Macdougall P.E.
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE SERVICES

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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 _____ (“Contractor”) a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____, with a mailing address of _____, and a telephone number of _____ .

The Vendor Customer Number of the Contractor is _____.

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

- Appendix A – Request for Proposal for Maine Department of Transportation/Maine State Ferry Service/Passenger Ferry Vessel and Operator
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services
- Appendix C – Special Provisions

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract (hereinafter “Contract”) hereby agree as follows:

A. The Work.

The Contractor agrees to complete all work described in Appendix A – request for Proposal for Maine Transport/Passenger Ferry Vessel Operator, and under the terms of the Contract for **Passenger Ferry Vessel and Operator in Blue Hill Bay, between the towns of Frenchboro and Bass Harbor (Tremont)**, in Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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.

This Contract expires on December 31, 2016.

C. Price.

The quantities given in the Schedule of Items Worksheet of Appendix A of the Bid Package will be used as the basis for determining the original Contract amount, and that the amount of this offer is _____
\$_____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Agreement.

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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 executes two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date
Representative

(Signature of Legally Authorized
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

By:

(Name and Title Printed)

Maintenance & Operations

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
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The Vendor Customer Number of the Contractor is _____.

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

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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.

This Contract expires on December 31, 2016.

C. Price.

The quantities given in the Schedule of Items Worksheet of Appendix A of the Bid Package will be used as the basis for determining the original Contract amount, and that the amount of this offer is _____
\$_____.

D. Contract.

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The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

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CONTRACTOR

Date
Representative

(Signature of Legally Authorized
of the Contractor)

(Name and Title Printed)

G. Award.

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MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Maintenance & Operations

APPENDIX A



**MaineDOT/Maine State Ferry Service
Request for Proposals
for
PASSENGER FERRY VESSEL AND OPERATOR
Bass Harbor - Frenchboro**

Schedule of Items Worksheet

Company Name: _____ **Telephone #** _____

Address: _____

Email: _____

Bid prices must be quoted as specified on this worksheet. The Department will reject bids if any one of the following occurs: the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment, the Bid is not signed by a duly authorized representative of the Bidder, the unit or lump sum price for any item is not provided or is illegible as determined by the Department, or the Bid contains any conditional or alternate Bidding language. The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

For clarification, questions, comments/recommendations use the “Request for Information” form as directed in the Bid Book instructions.

Schedule of Items

Item	Approximate Quantity Trips per year	Bid Price per Round Trip	Total Bid Price per 4 Years
Charter rate per round trip For the operation of vessel	70	\$	\$

The MaineDOT estimates the need to be 70 trips during 8 months between April 2, 2013 and November 30, 2013.

(Print Respondent’s Name and Title)

Signature

Date