



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

November 9, 2015
Subject: Casco Bay Bridge
Operations & Maintenance
State WIN: PH20151028CBBOM
Location: **Portland, South Portland**
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Documents:

In the Contract Book:

On page 8, in the "NOTICE TO CONTRACTORS", **CHANGE** the paragraph which begins with "Each Bid must be made upon blank forms ..." to read:

"Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$130,000.00 payable to Treasurer, State of Maine as a Bid guarantee. **A Contract Payment Surety Bond, in the amount of 100 percent of the Contract price, will be required of the successful Bidder. Performance Bonds will not be required.**" Make this change in pen and ink.

REMOVE pages 13 thru 22, "CONTRACT AGREEMENT TRANSPORTATION RELATED MAINTENANCE WORK", two copies, and **REPLACE** with the attached revised "CONTRACT AGREEMENT TRANSPORTATION RELATED MAINTENANCE WORK", two copies, 6 pages each, dated 11/5/2015.

On page 24, "APPENDIX A, REQUEST FOR PROPOSALS AND SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE PERFORMED", under "I. SCOPE OF WORK", Operations, **REPLACE** the 4th sentence of the last paragraph which begins "Kitchen facilities and a television ..." with the following:

"Kitchen facilities are available. A television is currently furnished and available for use. The Contractor will be responsible for replacing the television and/or recliners, as appropriate or necessary." Make this change in pen and ink.



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On page 28, “, APPENDIX A, REQUEST FOR PROPOSALS AND SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE PERFORMED”, under “II. REQUIREMENTS, Minimum Bridge Operations Technician Requirements”, **CHANGE #20** to read as follows:

20. “Employees must have completed and passed training in Personnel Protection Equipment and Lock-Out/Tag-Out Procedures **and Spill Prevention** and be willing to comply with these policies.” Make this change in pen and ink.

On page 29, “, APPENDIX A, REQUEST FOR PROPOSALS AND SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE PERFORMED”, under “II. REQUIREMENTS, Minimum Bridge Maintenance Technician Requirements”, **CHANGE #20** to read as follows:

20. “Employees must have completed and passed training in Personnel Protection Equipment and Lock-Out/Tag-Out Procedures **and Spill Prevention** and be willing to comply with these policies.” Make this change in pen and ink.

On page 30, “, APPENDIX A, REQUEST FOR PROPOSALS AND SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE PERFORMED”, under “IV. FAILURE TO PERFORM AND TERMINATION”, **CHANGE** the second paragraph which begins “Once a vessel request an opening...” to read as follows:

“Once a vessel requests an opening, the operators must immediately acknowledge the request and begin the opening process. Failure by the Contractor to open the drawbridge fully within 4 minutes of the request or signal to open, failure by the Contractor to open the drawbridge in time for a boat to pass, an unnecessary opening of the draw, or lowering the drawbridge on a vessel will result in the actions listed on the Deficiency and Penalty table. Any and all penalties levied onto the MaineDOT as a result of the Contractors actions, shall be the responsibility of the Contractor.” Make this change in pen and ink.

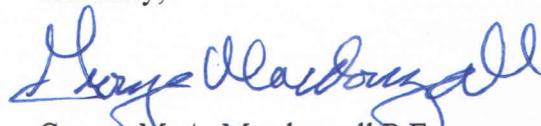
The following question has been received:

Question: Will MDOT consider revising the bonding language to be more in sync with industry standards to require an annual contract performance surety bond based on one year of the contract price, each year, versus a performance bond that covers the total contract price(all years)? One year or annual performance bonds are standard and customary in the industry.

Response: A performance bond will not be required.

Consider this change and information prior to submitting your bid on **November 18, 2015**.

Sincerely,



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

CTM: _____
TEDOCS# _____
CSN _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE WORK

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 – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work

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 – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Operations and Routine Maintenance for the Casco Bay Bridge**, in the cities of **Portland and South Portland**, 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 commences on January 26, 2016 or 45 days after contract execution, whichever is latest and expires on **January 25, 2021**. At the Department’s discretion and upon mutual agreement with the Contractor, the contract may be extended for time

and money, under all the terms of this contract, at bid prices up to five (5) additional 1 year periods.

C. Price.

The quantities given in the Schedule of Items in Appendix A of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Payment Surety Bond, and that the amount of this offer is

\$ _____ Payment 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 State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement, Appendices 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 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, November 2014 Edition, Special Provisions, Contract Agreement, Appendices and Bonds 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 in the attached "Schedule of Items" in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract, the bids provided in the attached "Schedule of Items" and to provide the appropriate insurance and bonds if this offer is accepted by the Department.

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.

Fifth: Contractor further agrees to provide insurance as required by this Contract.

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

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(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: David Bernhardt, Commissioner

Witness