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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

November 12, 2015
Subject: Casco Bay Bridge O & M
State WIN: PH20151028CBBOM
Location: **Portland, South Portland**
Amendment No. 2

Dear Sir/Ms:

Make the following change to the Bid Documents:

In the Contract Book:

On page 23, ", APPENDIX A, REQUEST FOR PROPOSALS AND SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE PERFORMED", under "I. SCOPE OF WORK", Operations, in the seventh paragraph, **REPLACE** the 2nd sentence which begins "The Contractors shall interview …" with the following:

"The Contractor shall offer an interview to all of these employees and interview all of these employees accepting an interview for possible hire prior to filling the Bridge Operations Technician positions." Make this change in pen and ink.

On page 27, ", APPENDIX A, REQUEST FOR PROPOSALS AND SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE PERFORMED", under "II. REQUIREMENTS", Operations, **CHANGE** the second sentence of #4 to read as follows: "The training manual shall **be submitted to and accepted by the MaineDOT within one year** from the award of the contract." Make this change in pen and ink.

On page 27, ", APPENDIX A, REQUEST FOR PROPOSALS AND SPECIAL PROVISIONS SPECIFICATIONS OF WORK TO BE PERFORMED", under "II. REQUIREMENTS", Operations, **CHANGE** the second sentence of #5 to read as follows: "The training manual shall **be submitted to and accepted by the MaineDOT within one year** from the award of the contract." Make this change in pen and ink.

The following questions have been received:

Question: In Appendix A, page 2 of 59, it states: "All operations shall be in accordance with Maine DOT policies and procedures and the Casco Bay Bridge Operators Manual." Can you please provide a copy of the manual?

Response: In Appendix A, page 6 of 59, #5 states "The Contractor shall create an updated training manual for the Bridge Operation Technician program covered by this contract." There is no current accurate, up to date and complete Bridge Operators Manual available. Current training is on site. The Contractor will have to create an updated manual which is accepted by the Department and in compliance with Coast Guard and other applicable laws and regulations.

Question: Does the Department have a wage determination for the Bridge Operator rate required for this project?

Response: Minimum wage and benefits are not required for this service as Title 26 MRSA §§ 1303 – 1315 applies to the construction of public works.

Question: In Appendix A, page 2 of 59, it states: "The Contractor shall interview all of these employees for possible hire prior to filling the Bridge operations Technician positions." Will the department supply the current wages for these positions?

Response: The current range is $10.88 - $13.97, not including benefits or longevity.

Question: In Appendix B, Special Provisions, Article 30 – Responsibility for Damage to the Work, please define "Work". Also, should there be damage to any part of the bridge or extended parts of the bridge, and damage was not the fault of the Contractor, how would this be addressed under this Article?

Response: Work is defined in the State of Maine, Department of Transportation, Standard Specifications, Section 101.2 Definitions as "All labor, services, personnel, Materials, Equipment, tools, supplies, and Incidentals required or indicated by the Contract in Conformity with the same."

Damage to any part of the bridge or extended parts of the bridge, not resulting from any act, omission, neglect, or misconduct of the Contractor is not covered under this special provision and not under this contract, unless a written contract modification is done to change the contract and the amount adjusted accordingly.

Question: In Appendix B, Special Provisions, Article 31 – Responsibility for Property of Others, is the contractor responsible for traffic control or the maintenance of the bridge surface or guardrails?

Response: Appendix B, Special Provisions, Article 31 provides for reparation of damage resulting from any act, omission, neglect, or misconduct of the Contractor, not the maintenance of the bridge beyond the work specified under this contract.

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

Sincerely,

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