



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

JOHN ELIAS BALDACCI
GOVERNOR

DAVID A. COLE
COMMISSIONER

March 6, 2009
Subject: **Damariscotta & Nobleboro**
Federal Project No. BR-1561(300)X
State Pin No.015613.00
Amendment No. 1

Dear Sir/Ms:

Make the following changes to the Bid Documents:

The electronic version of Bid Book posted on the website listed the wrong bid opening date on the Notice to Contractors page (page 2).

On the Notice to Contractors page (page 2), in the first paragraph, within the first sentence, **CHANGE** the Bid Opening Date from: **March 11, 2009** to **March 18, 2009**. Make this change in pen and ink.

In the Bid Book, within the "Contract Agreement, Offer & Award" two sets, REMOVE pages 11 and 15 and **REPLACE** with the attached updated pages 11 and 15 changing the offer calendar days from 30 days to 60 days. (Copies obtained from the Augusta office only, the electronic version is correct).

In the Bid Book, **ADD** the attached: "Special Provision, Section 103, Award and Contracting, (Notice of Award)" dated January 13, 2009 one page total. Copies obtained from the Augusta office may be missing this page, the electronic version is correct.

In the Bid Book, **ADD** the attached "SPECIAL PROVISION, SECTION 104, GENERAL RIGHTS AND RESPONSIBILITIES, (Electronic Payroll Submission)" after page 36 of the Bid Book.

Consider these changes and information prior to submitting your bid on **March 18, 2009**.

Sincerely,

Scott Bickford
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of: **PIN 015613.00 Salt Bay Bridge Replacement**, State of Maine, 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 and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine 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.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan with their bid.

Fifth: That this offer shall remain open for 60 calendar days after the date of opening of bids.

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SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
(Notice of Award)

103.4 Notice of Award This Contract is potentially eligible for American Recovery and Reinvestment Plan monies. The Award of this contract may depend on the successful passage of this or a similar federal economic stimulus package. If the package does not pass, is of insufficient size, or makes this Contract ineligible for funding, then the Department may reject all bids for this Contract and not award the Contract without liability.

The Department has 60 Days following Bid Opening to Deliver a written Notice of Intent to Award and request a payment bond, performance bond, insurance bond, special certifications, and other information from the Apparent Low Bidder. If the Apparent Low Bidder is not prequalified at the time of Bid Opening, the Department shall have 15 days from the successful completion of the Prequalification process or 60 days following Bid Opening; whichever is longer. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper bonds and insurance, the Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bid Guaranty or Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and the Apparent Successful Bidder agree, an extension beyond the 60 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5.

SPECIAL PROVISION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES
(Electronic Payroll Submission)

104.3.8.1 Electronic Payroll Submission The prime contractor and all subcontractors and lower-tier subcontractors will submit their certified payrolls electronically on this contract utilizing the Elation System web based reporting. There is no charge to the contracting community for the use of this service. The successful contractor will receive detailed instruction on the use of this system to pass onto their subcontractors.