



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

JOHN ELIAS BALDACCI  
GOVERNOR

June 4, 2010  
Subject: **Highway Advisory  
Radio Installation**  
Location: Portland  
**Amendment No. 1**

DAVID A. COLE  
COMMISSIONER

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (pages 12 and 16), CONTRACT, OFFER & AWARD, **REMOVE** pages 12 and 16 and **REPLACE** with the attached new pages.

In Appendix A, Special Provisions, Page 9 of 15 (Bid Book page 31), Section 633.08 Equipment Cabinets, 3<sup>rd</sup> paragraph **DELETE** the following words “All cabinets shall be painted inside and out in the manufacturer’s shop with one of the following paint systems” and **REPLACE** them with the words “All the cabinet’s outside shall be painted in the manufacturer’s shop with one of the following paint systems”. Make this change in pen and ink.

The following questions have been received:

**Question:** This section references a term “Uncontrollable Events”. Please clarify how Maine DOT is defining Uncontrollable Events, and if possible, provide examples. Vaisala requests that Maine DOT consider adding “ or events beyond Contractor’s control” after the “Uncontrollable Events”.

**Response:** Standard Specification, Section 101 defines “Uncontrollable Events” as follows: Events or acts that were unforeseeable at the time of Bid submission and that were beyond the Contractor's control in that the risk of the event or act could not have been prevented or managed by the Contractor with proper planning, coordination, Subcontractor management, insurance, bonding, maintenance, erosion control, traffic control, security precautions, Workers or Equipment. Uncontrollable Events are of two types: (A) severe weather events that meet the requirements of the first sentence of this definition and/or (B) non-weather events that meet the requirements of the first sentence of this definition which might include acts by foreign enemy, quarantine restrictions, strikes not involving the Contractor, action or inaction by governmental authorities, action or inaction by Utility Companies or other third parties (not Subcontractors) working on Project related Work within the Project Limits, and freight embargoes. Uncontrollable Events specifically do not include: fires (unless caused by a weather event described in this definition above), acts by other third parties including vandals and members of the traveling public, non-performance of Subcontractors (except in cases of unforeseeable, permanent, and complete cessation of all operations by the Subcontractor for reasons unrelated to the Contractor), and difficult, but foreseeable weather for the



PRINTED ON RECYCLED PAPER

location and time of the Work including but not limited to cold, snow, and ice in the winter, flooding caused by snow melt and rain in the spring, rain in the fall, and thunderstorms in the summer.

**Question:** The second paragraph of the specification states that “All cabinets shall be painted inside and out in the manufacturer’s shop with one of the following paint systems”.

As a manufacturer of this equipment Vaisala does not apply any type of paint system to the inside cabinet. Based on our experience, such procedure leaves a non-conductive base inside the cabinet and potentially results in the grounding system becoming insufficient.

**Response:** See the changes above. The Contractor will require the cabinet’s outside be painted with an approved method.

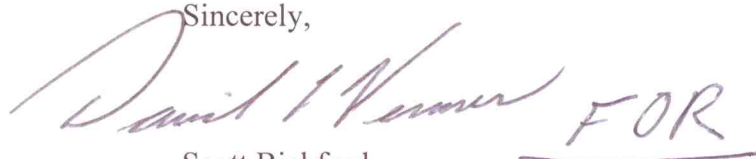
**Question:** The contract specification requires that this project is completed by July 30, 2010. Several requirements in this bid specification package, including requirement of Section 633.08, as well as standard contractual time constraints, which include awarding and issuance of PO, make the July 30 completion date unrealistic.

Vaisala requests that Maine DOT extend the completion date of this contract by 1 month to September 3, 2010.

**Response:** See the changes above. The timeline in the book does not work with items brought to light. Therefore, the date is being changed to September 3, 2010.

Consider these changes and information prior to submitting your bid on June 9, 2010.

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott Bickford", followed by the word "FOR" in a bold, blocky font. A horizontal line is drawn under the word "FOR".

Scott Bickford  
Contracts & Specifications Engineer

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **September 3, 2010.**

**C. Price.**

The quantities given in the Schedule of Items 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 Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices and Contract. 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 Bid, the Bid Documents and the Contract are still complete and accurate as of the date of this Bid.
2. The Contractor knows of no legal, contractual, or financial impediment to 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. Offer.**

The undersigned has carefully examined the site of work, Bid Documents, Special Provisions and the other Contract Documents for the Project located in **Portland**, Maine described above in Part A as **Highway Advisory Radio** and is familiar with the Work

**B. Time.**

The Contractor agrees to complete all Work, except warranty work, on or before **September 3, 2010.**

**C. Price.**

The quantities given in the Schedule of Items 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 Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement Sections 101, 102, 103 and 111, Supplemental Specifications, Special Provisions, Appendices and Contract. 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 Bid, the Bid Documents and the Contract are still complete and accurate as of the date of this Bid.
2. The Contractor knows of no legal, contractual, or financial impediment to 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. Offer.**

The undersigned has carefully examined the site of work, Bid Documents, Special Provisions and the other Contract Documents for the Project located in **Portland**, Maine described above in Part A as **Highway Advisory Radio** and is familiar with the Work