



Janet T. Mills
GOVERNOR

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

Dale F. Doughty
COMMISSIONER

September 3, 2026
Subject: Prebuy Contract
State WIN: 025311.10
Location: **Bangor-Brewer**
Amendment No. 2

Dear Sir/Ms:

Make the following changes to the Bid Documents:

In the Bid Book (page 26 to 29) **REMOVE** "APPENDIX A" dated June 9, 2026 and **REPLACE** with the attached new "APPENDIX A" dated September 8, 2026. Note: Page 4 of 4 for Appendix A is intentionally left blank.

Consider this change and information prior to submitting your bid on **September 9, 2026**.

Sincerely,

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

APPENDIX A

Description of Materials, Supplies and Equipment

DESCRIPTION

The Manufacturer shall furnish and deliver the materials listed in the "Schedule of Items" in this Appendix in accordance with the contract documents. The item must meet the requirements of this Contract, the Plans, the State of Maine, Department of Transportation, Standard Specifications, March 2026 Edition including, but not limited to Section 521 - Finger Joint and Fabric Trough/Fabric Curtain and Standard Details March 2026 Edition as updated through advertisement, Supplemental Specifications, and Special Provisions including, Special Provision, Section 521, **Finger Joint and Fabric Trough/Fabric Curtain** (Fabricate and Deliver).

DELIVERY

The materials shall be ready for delivery on or before May 31, 2027. The actual delivery date of the materials shall be determined by the project schedule and coordinated with MaineDOT in conjunction with the Department's Contractor responsible for installing the Finger Joints and Fabric Trough.

Delivery shall be coordinated with the Contract Administrator. Upon receipt of the project installation schedule, the Department and the Manufacturer may agree to revise the date by which the materials shall be ready for delivery. This change will be done in the form of a written Contract Modification.

The Finger Joints and Fabric Troughs shall be delivered to a location in the greater Bangor, Maine area. The exact delivery location shall be provided by the Contractor installing the Finger Joint and Fabric Troughs. If the Contractor installing the joint is unable to accept delivery, the joint materials shall be delivery to the following backup location:

Location:

MaineDOT Carmel Bridge Maintenance Lot
1542 Fuller Road
Carmel, Maine 04419

The onsite Contractor, who is installing the Finger Joints and Fabric Troughs, must provide the Manufacturer with a minimum of 7 calendar days advance notice of when the Contractor wants the materials delivered.

The Contractor installing the joint shall be responsible for unloading the Finger Joint at the designated site in a timely fashion. Any incidental materials needed to temporarily store the joint at the designated site shall be provided by the Contractor, who is installing the joint.

The Manufacturer shall supply MaineDOT Fabrication Engineer, and Project Manager, Michael Wight, with the appropriate project submittals via the email contacts below. MaineDOT will provide the Manufacturer with the contact information for the Contractor responsible for installation of the Finger Joints and Fabric Troughs upon the award of the installation contract. The Manufacturer shall coordinate delivery of the materials with the Contractor responsible for installation of the Finger Joints and Fabric Troughs and notify the MaineDOT Fabrication Engineer and MaineDOT Project Manager, Michael Wight. The Department may assign a designated alternate to the Department contacts. The Manufacturer will be notified of any such change.

MaineDOT Fabrication Engineer Contact:

Fabrication.MaineDOT@maine.gov Project Manager Contact:

Michael.Wight@maine.gov

CONTRACT ADMINISTRATOR

The contract administrator for this

contract will be:

Name: Michael Wight
Title: Project Manager
Address: Maine Department of Transportation
16 State House Station, Augusta, ME 04333-0016

INVOICES AND PAYMENTS

The Manufacturer shall submit an itemized bill to the Department for materials following delivery for approval and payment. At a minimum, invoices shall include the following information:

- a) Manufacturer name, address, and contract number
- b) Invoice date and number
- c) Dates of delivery
- d) Items and quantities at bid price
- e) Brief description of the delivered product
- f) Invoice amount

The Department will pay based upon the materials delivered at the prices bid and the invoices approved. Payments to the Contractor shall be full compensation for furnishing all labor, equipment, materials, services, and incidentals used to supply the materials under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work. The Department may withhold payments claimed by the Contractor on account of incomplete

or incorrect invoices or materials that are defective or not in conformance with the contract.

MATERIAL QUALITY

Materials and manufactured products shall be new unless otherwise specified, free from defect, and in conformity with the Contract. If there is no applicable standard set forth in this Contract for a particular item, then the item shall be in accordance with industry standards prevailing at the time of bid. The Department has the authority to inspect all Materials and every detail of the Work. The Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time.

LIQUIDATED DAMAGES

Except as expressly provided otherwise in this Contract, the Manufacturer shall owe the Department Damages in the per diem amount specified in the Standard Specification, Section 107.7.2 - Schedule of Liquidated Damages for each Calendar Day that any portion of the Materials that are delivered after the Contract Delivery Date. This will be deducted from the amounts otherwise due the Manufacturer. Permission for the Manufacturer to deliver the Materials after the Contract Delivery Date shall not waive the Department's rights to assess Damage.

