



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

April 16, 2024
Subject: Bridge Planks
State WIN: 029845.99BP
Location: **Anson**
Amendment No. 1

Dear Sir/Ms:

The Bid Opening date for this contract has been changed to **April 24, 2024**. Any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package including a Bid Bond and all other documents required. Upon request, the Bidder will have the original Bid returned to them otherwise it will be discarded. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

Bids will be accepted on either the Schedule of Items contained in the original Bid Book or the one contained in this amendment. However, the actual accepted bid and original contract amount will be calculated based on the quantities in the attached, revised Schedule of Items.

Please make the following changes to the Bid Documents:

In the Bid Book:

CHANGE on page 15, in the “NOTICE TO CONTRACTORS”, the bid opening date in the first paragraph from “April 17, 2024” to read “**April 24, 2024**”. Make this change in pen and ink.

REMOVE pages 17-22 “CONTRACT AGREEMENT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT FOR A SPECIFIC PROJECT”, two copies, and **REPLACE** with the attached revised “CONTRACT AGREEMENT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT FOR A SPECIFIC PROJECT”, two copies, 3 pages each, dated April 12, 2024.

REMOVE pages 28-30, “APPENDIX A, Description of Materials, Supplies, Equipment and Bid Price”, and **REPLACE** with the attached revised “APPENDIX A, Description of Materials, Supplies, Equipment and Bid Price”, 3 pages, dated April 12, 2024.

On plan sheets:

ADD on Sheet 1 of 1 titled: “Bridge Planks”, at the end of the section “Product Properties”, **“Gage 7 will be accepted by the Department as an approved equivalent.”**. Make this change in pen and ink.

The following question has (questions have) been received:

Question: Apex A Plan sheet 1 of 1 showing the Bridge Plank layout calls for 9 gage steel. Will 7 gage steel also be acceptable?

Response: Yes.

Question: Appendix A page two of three under Delivery Date: states materials must be ready for delivery May 1.

Response: The Contract and Appendix A have been revised to require the materials be ready for delivery 6 weeks after award.

Question: Special provision 103 Award and Contracting section 103.5 reads “all items listed in Section 103.5 within 14 days after intent to award”, length of time to award is not stated. Request a change to 103.5 to read: materials must be ready 42 days from award, and above May 1 reference be changed to: subject to timeline in Section 103.5.

Response: This bid book does not contain a Special Provision 103. Standard Specification Section 103 – Award and Contracting does include timelines for the entire award process. The Contract and Appendix A have been revised to require the materials be ready for delivery 6 weeks after award.

Consider these changes and information prior to submitting your bid on **April 24, 2024**.

Sincerely,



For

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

CTM: _____
TEDOCS# _____
CSN _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT TO PURCHASE SUPPLIES, MATERIALS
AND/OR EQUIPMENT FOR A SPECIFIC PROJECT

This Agreement (the “Contract”) is entered into between the Maine Department of Transportation (“Department” or “MaineDOT”) with its principal office located at Child Street, Augusta, Maine, and a mailing address of 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 _____, and a mailing address of _____ and a telephone number as follows: _____.

The Vendor Customer Number of the Contractor is _____.

MaineDOT, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the “Materials”) described in the Contract Documents. The terms and conditions of the purchase of the Materials are set forth below:

A. Deliverables.

The Contractor agrees to provide the Materials known as **Bridge Planks**, more specifically described in Appendix A for use in MaineDOT **WIN 029845.00, Oliver Mill Bridge, Anson** (the “Project”).

B. Time.

This Contract becomes effective on the date last signed below. The materials shall be ready for delivery on or before **6 weeks after award**. The actual delivery date of the materials shall be determined by the project schedule and coordinated with the MaineDOT. This Contract expires on December 31, 2024.

C. Price.

The Unit Price(s) offered by Contractor and accepted by MaineDOT, and the quantities given in the Schedule of Items of the Bid Package, will be used as the basis for determining the original Contract amount set forth in section G below.

D. Contract Documents.

The Contract consists of this Agreement and the following attachments which are hereby incorporated into the Contract as part of its terms and conditions:

Appendix A--Description of Materials, Supplies, Equipment and Bid Price
Appendix B--Special Provisions for the Purchase of Supplies, Materials or Equipment
Special Provisions, Supplemental Specifications and Appendices
Standard Specifications, March 2020 Edition, as updated through advertisement
Standard Details, March 2020 Edition as updated through advertisement

By agreement, this Contract may be amended, modified, or supplemented by written agreement signed by both parties.

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/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor certifies that it has not been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 3 years.
3. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
4. 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.

By signing below, the Bidder (1) represents that the Bidder has examined the contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

The properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute 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)

(Name and Title Printed)

G. Award.

By signing below, an authorized representative of MaineDOT hereby accepts Contractor's offer and awards this Contract to Contractor in the amount of \$ _____
under the terms and conditions set forth above.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Benjamin W. Foster
Deputy Chief Engineer
Bureau of Maintenance & Operations

APPENDIX A

Description of Materials, Supplies, Equipment and Bid Price

Contractor: _____

SCHEDULE OF ITEMS

- The Bid must be Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment.
- Required unit prices, lump sum prices and/or bid amounts must be provided and legible.
- Do not make handwritten changes to the bid documents.

Bidders are required to bid all Items.

| Item Description | Approx. Quantity and Units | Unit Price | Bid Amount |
|---|----------------------------------|------------|------------|
| 910.301 Special Work, 12" x 4.25" x 9Ga* Dip-Galvanized & Punched Bridge Planks with respective 8.125" tall x 144" long x 8Ga Galvanized (Pre-Galv) Side Dams | 1 LS | \$ | \$ |
| TOTAL | | | \$ |

***or a Department approved equivalent**

Bids are not accepted by email or FAX. If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time. Packages using express services should be sent to Maine Department of Transportation, 24 Child Street, Augusta, Maine.

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder 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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

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 structure must meet the requirements of this Contract, the Plans, the State of Maine, Department of Transportation, Standard Specifications March 2020 Edition, and Standard Details March 2020 Edition as updated through advertisement, Supplemental Specifications, and Special Provisions.

Delivery The materials shall be ready for delivery on or before **6 weeks after award**. The actual delivery date of the materials shall be determined by the project schedule and coordinated with the MaineDOT. The delivery date is expected to be between **June 1, 2024 and June 30, 2024, but delivery will not be required sooner than 6 weeks after award**. 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. The Manufacturer shall notify MaineDOT, Mahlon Presby, Bridge TOM of Region 3, 207-778-8472 or cell phone 207-649-7582 a minimum of 48 hours prior to delivery. Alternative contacts are: Dennis Oliver at 207-592-2328, Joe Prescott at 207-592-1853. Unless agreed upon otherwise, the Manufacturer shall deliver the materials only during the following times: Monday through Thursday, 7:00 AM through 3:30 PM except for they may not deliver on Maine State Government holidays, or government closure days. The Department will off-load the materials at the delivery site. The Department may assign a designated alternate to the Contract Administrator. The Manufacturer will be notified of any such change.

The bridge plank materials shall be delivered to the MaineDOT West Farmington Maintenance Lot by the Manufacturer:

Project: Anson, Oliver Mill Bridge #1056, WIN: 029845.00

Lot Location: 133 Fyfe Rd, West Farmington ME

Date: Must be ready for delivery **within 6 weeks after award**. (Department and Manufacturer will decide exact date and time.)

The Department shall be responsible for unloading the bridge plank materials at the maintenance lot. The Manufacturer shall coordinate delivery of the materials with MaineDOT Region 3 Bridge TOM, Mahlon Presby. The Department may assign a designated alternate to the Department contacts. The Manufacturer will be notified of any such change.

Contract Administrator

The contract administrator for this contract will be:

Name: Mahlon Presby
Title: Region 3 Bridge Transportation Operations Manager
Address: Maine Department of Transportation
932 U.S. Route 2, Wilton ME 04294
Email: Mahlon.Presby@maine.gov

The Manufacturer shall submit invoices to the Contract Administrator as described in this contract. The Department may assign a designated alternate to the Contract Administrator. The Manufacturer will be notified of any such change.

The Bidder shall be able to comply with the Contract Requirements, be able to deliver according to the contract schedule, and have a history of satisfactory performance.

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:

- Manufacturer name, address & Contract Number
- Invoice Date & Number
- Dates of Delivery
- Items and Quantities at Bid Price
- Brief Description of Delivered Product

The Department will pay based upon the materials delivered at the prices bid and the invoices approved. Payments to the Manufacturer 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 Manufacturer 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 Manufacture/Contractor shall owe the Department Damages in the per diem amount of \$225 per day for each Calendar Day that any portion of the Materials that are delivered after the Contract Delivery Date. This will be deducted from amounts otherwise due the Manufacturer/Contractor. Permission for the Manufacturer to deliver the Materials after the Contract Delivery Date shall not waive the Department's rights to assess Damages.