



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

Paul R. LePage  
GOVERNOR

David Bernhardt  
COMMISSIONER

August 9, 2018  
Subject: Steel Bridge Railing  
Fabrication  
State WIN: PH024880.00  
Location: **Bangor, Hampden &  
Howland**  
**Amendment No. 1**

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

**REMOVE** pages 11 – 16, CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT FOR A SPECIFIC PROJECT, 2 copies, 3 pages each, dated 11/7/2014, and **REPLACE** with the attached, revised CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT FOR A SPECIFIC PROJECT, 2 copies, 3 pages each, dated 8/9/2018.

The following question has been received:

**Question:** The delivery date of 4 weeks after award is too aggressive because it may take up to 4 weeks to receive the CVN tested tubing required per MaineDOT Standard Specifications. We request that you revise the required delivery to at least 7 weeks after award.

**Response:** See above changes, the delivery time has been changed to seven weeks. If the Bidder submits the original Contract form, the Bidder may cure the bid defect by submitting the Contract form found in the amendment.

Consider these changes and information prior to submitting your bid on **August 15, 2018**.

Sincerely,

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



PRINTED ON RECYCLED PAPER

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT 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, pursuant to 23 M.R.S.A. §52, requested bids for the sale and delivery of the Materials, Supplies, and Equipment (the "Materials") described in attached Appendix A. The offer submitted by Contractor (the "Bid Price") is accepted by MaineDOT as the successful bid. 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 **Steel Bridge Rail**, more specifically described in Appendix A for use in MaineDOT WIN **024880.00 Bangor, Hampden & Howland Rail Retrofit, Bridge # 6081, 6082, 6080 & 6068** (the "Project").

**B. Time.**

This Contract becomes effective on the date last signed below. **The Contractor agrees to deliver the Materials within seven (7) weeks after award.** This Contract expires on June 30, 2019.

**C. Bid Price.**

The Bid Price(s) offered by Contractor and accepted by MaineDOT are as provided in Appendix A. These Bid Prices will serve as a basis for the Contract amount set forth in section F below.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR  
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**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, November 2014 Edition, as updated through advertisement  
Standard Details November 2014 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 Appendix B are accurate as of the date of this Contract.
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.

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR  
EQUIPMENT FOR A SPECIFIC PROJECT

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Dated: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_

(Name and Title Printed)

**F. 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.

Dated: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_

By: Benjamin W. Foster  
Bridge Maintenance Engineer

MAINE DEPARTMENT OF TRANSPORTATION

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**CONTRACTOR**

\_\_\_\_\_

\_\_\_\_\_  
(Name and Title Printed)

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By: Benjamin W. Foster  
Bridge Maintenance Engineer