



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

September 21, 2021
Subject: Supply & Delivery of Generators
State WIN: PH027551.00
Location: **Bethel & Wilton**
Amendment No. 1

Dear Sir/Ms.:

The Material Delivery date for this contract has been changed to **June 1, 2022**.

The Expiration date for this contract has been changed to **December 31, 2022**.

Bids will be accepted on either the CONTRACT AGREEMENT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT FOR A SPECIFIC PROJECT contained in the original Bid Book or the one contained in this amendment.

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 12-17, "CONTRACT AGREEMENT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT FOR A SPECIFIC PROJECT" two copies, 3 pages each, 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 September 21, 2021.

Consider these changes and information prior to submitting your bid on **September 29, 2021**.

Sincerely,

A handwritten signature in blue ink that reads "George Macdougall".

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, 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 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 Generators, more specifically described in Appendix A for use in MaineDOT WIN 027551.00 (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials on or before June 1, 2022. This Contract expires on December 31, 2022.

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 F 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

CTM: _____
TEDOCS# _____
CSN _____

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.

CTM: _____
TEDOCS# _____
CSN _____

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

(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.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Emory Lovely
Region 3 Manager
Bureau of Maintenance & Operations

CTM: _____
TEDOCS# _____
CSN _____

MAINE DEPARTMENT OF TRANSPORTATION
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TEDOCS# _____

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CONTRACTOR

Date

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MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Emory Lovely
Region 3 Manager
Bureau of Maintenance & Operations