



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

May 1, 2020
Subject: Catch Basin Cleaning
& Vacuuming
State WIN: PH20200415CBC
Location: **Region 2**
Amendment No. 1

Dear Sir/Ms.:

REMOVE pages 11-18, "MAINE DEPARTMENT OF TRANSPORTATION - CONTRACT AGREEMENT - TRANSPORTATION RELATED MAINTENANCE WORK", two copies, 4 pages each and **REPLACE** with the attached, revised "MAINE DEPARTMENT OF TRANSPORTATION - CONTRACT AGREEMENT - TRANSPORTATION RELATED MAINTENANCE WORK", two copies, 4 pages each", dated May 1, 2020.

The following question has been received:

Question: Please clarify the contract terms, the contract documents in the specifications state April 15, 2020 " March 31, 2020. Do you need to reissue these forms to submit with the bid or can we make the correction ourselves with the submittal?

Response: See above changes.

Consider these changes and information prior to submitting your bid on **May 6, 2020**.

Sincerely,

A handwritten signature in black ink that reads "George M. A. Macdougall".

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

CTM _____
TEDOCS _____
CSN _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE WORK

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with 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 _____, with a mailing address of _____, and a telephone number of _____ .

The Vendor Customer Number of the Contractor is _____.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Work

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract Agreement (hereinafter “Contract”) hereby agree as follows:

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Catch Basin Cleaning & Vacuuming Services**, in **Region 2**, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

This contract commences on April 15, 2020 or when executed, whichever is latest and expires on March 31, 2021 unless extended under the terms of this contract. At the Department's discretion and upon mutual agreement with the Contractor, the Contract may be extended for time and money, under all the terms of this contract, at bid prices for agreed periods of time up to three (3) additional years.

C. Price.

The quantities given in the Schedule of Items in Appendix A will be used as the basis for determining the original Contract amount, and that the amount of this offer is

Section 1 - _____

\$ _____

Section 2 - _____

\$ _____

The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition as updated through advertisement, Division 100 - General Conditions, Special Provisions, Contract Agreement and Appendices. 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 Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Contract Agreement.

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Division 100 - General Conditions, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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

Fifth: Contractor further agrees to provide insurance as required by this Contract.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes two duplicate originals of 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.

Your offer is hereby accepted for (see marked boxes):

Section 1 \$ _____
Section 2 \$ _____

The original contract amount is: \$ _____
_____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

CTM _____
TEDOCS _____
CSN _____

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A. The Work.

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

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