



Paul R. LePage  
GOVERNOR

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

May 25, 2012  
Subject: **Reinforced Concrete Box**  
Location: Anson  
State WIN: 016838.00  
**Amendment No. 2**

David Bernhardt  
COMMISSIONER

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book (pages 11 thru 16) **REMOVE** the "CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT FOR A SPECIFIC PROJECT" 2 copies of 3 pages each for a total of 6 pages and **REPLACE** with the attached new "CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR EQUIPMENT FOR A SPECIFIC PROJECT"

In the Bid Book (page 20), "APPENDIX A", "Delivery", in the first sentence that begins "Delivery of the finished...", **CHANGE** the date from "July 13, 2012" to read "**August 13, 2012**". Make this change in pen and ink.

The following questions have been received:

**Question:** Will the State allow a two piece culvert design using a "U" base section with top slab?

**Response:** No.

**Question:** The Contract requires the box culvert to be delivered on or before July 13, 2012. Please change the date to August 13, 2012.

**Response:** Yes, please see the above change.

Consider these changes and information prior to submitting your bid on May 30, 2012.

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 **Reinforced Concrete Box Culvert**, more specifically described in Appendix A for use in MaineDOT Project No. **16838.00 Anson** (the "Project").

**B. Time.**

This Contract becomes effective on the date last signed below. The Contractor agrees to deliver the Materials on or before **August 13, 2012**. This Contract expires on **December 31, 2012**.

**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.

**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 Purchase of Project Materials

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

MAINE DEPARTMENT OF TRANSPORTATION

CONTRACT TO PURCHASE SUPPLIES, MATERIALS AND/OR  
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**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.

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**

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title – typed or 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

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

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

**MAINE DEPARTMENT OF TRANSPORTATION**

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title – typed or printed)

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The Vendor Customer Number of the Contractor is \_\_\_\_\_.

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**A. Deliverables.**

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(Name and Title – typed or printed)

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Signed: \_\_\_\_\_

\_\_\_\_\_  
(Name and Title – typed or printed)