



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

June 20, 2016
Subject: Precast Sign Foundations
State WIN: 021162.16PSF
Location: **Statewide**
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Documents:

REMOVE pages 12 through 15, "CONTRACT TO PURCHASE SUPPLIES, MATERIALS, AND/OR EQUIPMENT FOR A SPECIFIC PROJECT", and **REPLACE** with the attached revised "CONTRACT TO PURCHASE SUPPLIES, MATERIALS, AND/OR EQUIPMENT FOR A SPECIFIC PROJECT", 4 pages.

REMOVE page 18, "SPECIAL PROVISION, SECTION 626, FOUNDATIONS FOR HIGHWAY SIGNING (Materials Only)" dated May 31, 2016, and **REPLACE** with the attached revised "SPECIAL PROVISION, SECTION 626, FOUNDATIONS FOR HIGHWAY SIGNING (Materials Only)" one page, dated June 16, 2016.

REMOVE pages 19 and 20, "APPENDIX A" dated May 18, 2016, and **REPLACE** with the attached revised "APPENDIX A", 2 pages dated June 16, 2016.

The following questions have been received:

Question: Is this contract for the foundations only?

Response: This contract is for furnishing and delivering the foundations only.

Question: Where will they delivered/dropped off?

Response: It will be required to deliver the foundations to the MaineDOT Maintenance Yard at 66 Industrial Drive in Augusta, Maine. See the above revisions.

Question: Is this an estimated quantity to be made through the year?



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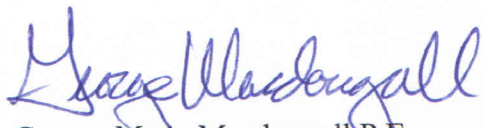
Response: It is unknown at this time how many foundations will be purchased each year. The estimated quantity is for the entire three year time frame of the contract.

Question: Can you give me locations of where these foundations will be delivered to?

Response: Please refer to the above changes to bid documents.

Consider this change and information prior to submitting your bid on **June 29, 2016**.

Sincerely,



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

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 Precast Sign Foundations, more specifically described in Appendix A for use in MaineDOT Project No.'s 21162.16, 21162.17, and 21162.18 (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees the Materials shall be delivered within 30 days of an order being placed. The Materials shall be delivered in accordance with Appendix A. This Contract expires on December 31, 2018.

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 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.

MAINE DEPARTMENT OF TRANSPORTATION

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

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

(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

(Name and Title Printed)

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 Precast Sign Foundations, more specifically described in Appendix A for use in MaineDOT Project No.'s 21162.16, 21162.17, and 21162.18 (the "Project").

B. Time.

This Contract becomes effective on the date last signed below. The Contractor agrees the Materials shall be delivered within 30 days of an order being placed. The Materials shall be delivered in accordance with Appendix A. This Contract expires on December 31, 2018.

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 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.

MAINE DEPARTMENT OF TRANSPORTATION

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

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

(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

(Name and Title Printed)

SPECIAL PROVISION
SECTION 626
FOUNDATIONS FOR HIGHWAY SIGNING
(Materials Only)

Description This Work shall consist of furnishing and delivering concrete foundations for highway signing in accordance with these specifications and in reasonably close conformity with the MaineDOT Standard Details, November 2014 Edition and all revisions.

Materials All material shall meet the requirements of the Department of Transportation Standard Specifications, November 2014 Edition, Section 626 – Foundations, Conduit, and Junction Boxes for Highway Signing, Lighting, and Signals.

Method of Measurement Foundations will be measured by each unit.

Basis of Payment The accepted quantity of foundations will be paid for at the contract unit price for each type of foundation. This payment shall include: anchor bolts, reinforcing steel, delivery to 66 Industrial Drive in Augusta, and all incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
626.31 18 inch Diameter Foundation	Each
626.32 24 inch Diameter Foundation	Each

Description

The Contractor shall furnish and deliver the materials listed in the Schedule of Items in this Appendix in accordance with the contract documents. The Precast Sign Foundations must meet the requirements of this Contract, the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement.

Delivery

Delivery of the finished product shall be within the parameters shown in Section B. Time of the Contract. The Contractor shall notify MaineDOT, Mike Eaton, Transportation Crew Supervisor, (207) 215-4975 a minimum of 48 hours prior to availability. Alternative contacts are: Chip Kelley @ 624-3332, and Andy Dulac @ 287-2847. The Contractor shall deliver the materials only during the following times: Monday through Friday, 7:00 AM through 3:30 PM except for they may not deliver on Maine State Government holidays, or government closure days.

Deliver shall be to the following locations:

MaineDOT Maintenance Lot
66 Industrial Drive
Augusta, Maine

The Department will **not** off-load the materials at the delivery site.

Contract Administrator

The contract administrator for this contract will be:

Name: Mike Eaton
Title: Transportation Crew Supervisor
Address: Maine Department of Transportation
Sign Shop, Capitol Street, Augusta, ME 04333

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 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 not available within the parameters shown in Section B. Time of the Contract. This will be deducted from amounts otherwise due the Contractor. Permission for the Contractor to deliver the Materials after the Contract Delivery Date shall not waive the Department's rights to assess Damages.