



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

July 9, 2020
Subject: Cold Storage Building
State WINs: 026319.00
Location: **Kingfield**
Amendment No. 2

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

CHANGE on page 78, “**SPECIAL PROVISION, SECTION 815, Buildings**”, the section “**Warranty**”, to read:

“The Contractor unconditionally warrants and guarantees that the project will be free from Warranty Defects for one year from the date of Physical Work Complete.

If the Department discovers any Warranty Defects during the warranty period, the Contractor agrees to perform all remedial Work at no additional cost or liability to the Department within thirty days, unless a more immediate response is required for safety or convenience, as determined by the Department. Warranty Defects are conditions that result from Material, manufacture, or workmanship and that are not in conformity with the Contract or with industry standards applicable to the Work prevailing at the time of submission of the Bid. Warranty Defects do not include (A) normal wear and tear, and (B) conditions caused by occurrences clearly beyond the Contractor’s control and not attributable to material, manufacture, or workmanship. Examples of such excepted occurrences might be fires, floods, abnormally poor weather for the site of work, accidents, improper use, improper maintenance, vandalism, or acts of God.

The Contractor shall furnish satisfactory evidence that the materials and equipment incorporated into the project comply with the specified requirements of the contract. Such evidence may include certifications, warranties and other data from the manufacturer(s).

For a related provision, see Section 107.9.3 – Notices / Final Inspection / Physical Work Completion and 106.9 Warranty Provisions.” Make this change in pen and ink.

The following question has been received:

Question: warranty on page 78 of the bid book states contractor instead of manufactures warranty my bonding company is questioning the extent and wording of the warranty the contractor agrees that the warranty obligations provided by this contract shall be reported as an outstanding obligation in the event of bankruptcy dissolution or the sale merger or cessation of operations of the contractor . is this going to be changed

Response: See the changes made above to the Contractors warranty obligation.

Consider these changes and information prior to submitting your bid on **July 15, 2020**.

Sincerely,



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