



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

Janet T. Mills  
 GOVERNOR

Bruce A. Van Note  
 COMMISSIONER

September 11, 2020  
 Subject: Cold Storage Building  
 WIN: 26321.00  
 Location: **Topsfield**  
**Amendment No. 2**

Dear Sir/Ms.:

Bids will be accepted on either the Contract Agreement, Offer and Award 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 17-22 “CONTRACT AGREEMENT, OFFER & AWARD”, two copies, 3 pages each, and **REPLACE** with the attached, revised “CONTRACT AGREEMENT, OFFER & AWARD”, two copies, 3 pages each, dated September 9, 2020.

**CHANGE** on page 37, in “SPECIAL PROVISION - DESIGN BUILD PROJECT REQUIREMENTS”, the Procurement Schedule to read as follows:

Milestone	Date
MaineDOT Advertises Project for Questions and Comments	August 19, 2020
Deadline for Bidders to Submit Questions (RFI’s)	September 16 at 12:00 PM EDT
MaineDOT Issues Response to Questions via Addendum	September 18, 2020
Bid Opening of Request for Proposals	September 23, 2020
MaineDOT Issues Notice of Proposal Responsiveness to Apparent low Bidder	September 25, 2020
Design – Builder Submits Technical Design Package	October 2, 2020
MaineDOT Reviews and Comments and Responds to Technical Design Package	October 9, 2020
MaineDOT Awards Contract	To be Determined
MaineDOT Releases plans for Construction	To be Determined
Design-Builder Begins Construction (approximately)	To be Determined
<b>Design-Builder Completes Construction</b>	December 18, 2020

Make this change in pen and ink.

**CHANGE** on page 54, “SPECIAL PROVISION - SECTION 107 – TIME – (Contract Time)”, Paragraph 2 from “The specified Contract Completion Date is November 25, 2020.”, to read “The specified Contract Completion Date is **December 18, 2020.**”

Make this change in pen and ink.

The following questions have been received:

**Question:** Wondering if you could tell me if they are open to bid for a tension fabric building, and what the width and the length of the building is.

**Response:** The Department will NOT accept bids for a tension fabric building. The proposed building is 50’ x 60’, refer to page 32 of the bid book.

**Question:** In reviewing milestones, we see that the completion date is set for November 25, 2020. Will the completion date be extended?

**Response:** See above changes to the Bid Documents.

Consider these changes and information prior to submitting your bid on **September 23, 2020**

Sincerely,



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

**DESIGN-BUILD CONTRACT AGREEMENT**

CONTRACT AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at 24 Child, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (Design-Builder) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_

The Department and the Design-Builder, in consideration of the mutual promises set forth in the Contract Documents, hereby agree as follows:

**A. The Work.**

The Design-Builder agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 026321.00** for the design and construction of a **Cold Storage Building** in the town of **Topsfield**, County of Washington, Maine. The Work includes design, construction and maintenance during construction, warranty as provided in the Contract, and other incidental work.

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

**B. Time.**

The Design-Builder agrees to complete all Work, except warranty work, on or before **December 18, 2020**. Further, the Department may deduct from moneys otherwise due the Design-Builder, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *State of Maine Department of Transportation Standard Specifications, March 2020 Edition* and related Special Provisions.

**C. Price.**

The Lump Sum Price(s) shown on the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount, and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is \_\_\_\_\_

\$ \_\_\_\_\_ .

#### **D. Contract.**

The Contract, which may be amended, modified, or supplemented in writing only through a Contract Modification, consists of the following documents:

1. This Design-Build Contract Agreement;
2. All portions of the Project Requirements, Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement;
3. All specifications, manuals, guides, laws and all other documents referenced in any of the above documents.

It is agreed and understood that the Contract will be governed by the documents listed above.

#### **E. Certifications.**

By signing below, the Design-Builder hereby certifies that to the best of the Design-Builder's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in Contract Documents, including those in Special Provisions and Bid Documents are still complete and accurate as of the date of this Contract Agreement.
2. The Design-Builder knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Design-Builder to sign this Contract Agreement on behalf of the Design-Builder and to legally bind the Design-Builder to the terms of this Contract Agreement.

#### **F. Offer.**

The undersigned, having carefully examined the site of work, the Project Requirements, *Standard Specifications March 2020 Edition*, Supplemental Specifications, and Contract Agreement for design and construction of: **WIN 026321.00 Cold Storage Building** in the town of **Topsfield**, on which bids will be received until the time specified in the "Notice to Contractors" does hereby bid and offer to enter into the Contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of the Contract and for the lump sum price(s) in the attached Schedule of Items.

The Design-Builder agrees to perform the work required at the price specified above and in accordance with the terms of the Contract, and to provide the appropriate insurance if this offer is accepted by the Department in writing.

As Design-Builder also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Standard Specifications, March 2020 Edition*, and as addressed in the contract documents.

Second: To begin the Work on the date specified in the Project Requirements and complete the Work within the time limits given in the Contract.

Third: That the Lump Sum Price(s) shall remain open for thirty (30) Calendar Days after the date of Bid Opening.

IN WITNESS WHEREOF, the Design-Builder, for itself, its successors and assigns, hereby execute three duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in this Contract.

DESIGN-BUILDER

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Name and Title Printed)

Execution by the Department consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Bruce Van Note Commissioner

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(Signature of Legally Authorized Representative  
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Witness

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MAINE DEPARTMENT OF TRANSPORTATION

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Date

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By: Bruce Van Note Commissioner