



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

May 27, 2021
Subject: Truck Storage & Crew Quarters
Building
State WIN: 027323.00
Location: **Fort Fairfield**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

Bids will be accepted on either the Schedule of Items contained in the original Bid Book or the one contained in this amendment. However, the actual accepted bid and original contract amount will be calculated based on the quantities in the attached, revised Schedule of Items.

In the Bid Book:

REMOVE in Volume 1 of 2, page 13, Proposal Schedule of Items, 1 page, dated 5/10/2021, and **REPLACE** with the attached, revised Proposal Schedule of Items, 2 pages, dated 5/26/2021.

REMOVE in Volume 1 of 2, pages 14-21, "CONTRACT AGREEMENT, OFFER & AWARD", two copies, 4 pages each, and **REPLACE** with the attached, revised "CONTRACT AGREEMENT, OFFER & AWARD", two copies, 4 pages each, dated May 26, 2021.

REMOVE in Volume 1 of 2, pages 49-50 "SPECIAL PROVISION - SECTION 815 - Buildings", 2 pages, dated May 10, 2021, and **REPLACE** with the attached, revised "SPECIAL PROVISION - SECTION 815 - Buildings", 3 pages, dated May 20, 2021.

REMOVE in Volume 2 of 2, pages 382-395 SPECIAL PROVISION - SECTION 221123 - NATURAL GAS PIPING, 14 pages, dated March 31, 2021.

In the Plan Set:

On SHEET NUMBER C1.0, under General Notes, #15 **REMOVE** the words "substantial completion" and **REPLACE** with "Final Acceptance". Make this change in pen and ink.

On SHEET NUMBER C1.0, under General Notes, #17 **REMOVE** the words "weekly progress meetings" and **REPLACE** with "bi-weekly progress meeting". Make this change in pen and ink.

On SHEET NUMBER C3.0, under Erosion and Sedimentation Notes, **REMOVE** Maintenance After Construction paragraphs 1, A, B and 2. Make this change in pen and ink.

On SHEET NUMBER R.2 under Proposed Floor Plan - Symbol Legend **REMOVE** the words “**KB** Knox Box (location and type to be approved by Sherman Fire Department)”. Make this change in pen and ink.

Consider these changes and information prior to submitting your bid on **June 2, 2021**.

Sincerely,



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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 027323.00

Project(s): 027323.00

SECTION: 1 OPTION 1

Alt Set ID: 01 Alt Mbr ID: 1

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	815.00 BUILDING - TRUCK STORAGE AND CREW QUARTERS - OPTION 1	LUMP SUM				
		Section: 1	Total:			

SECTION: 2 OPTION 2

Alt Set ID: 01 Alt Mbr ID: 2

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0020	815.00 BUILDING - TRUCK STORAGE AND CREW QUARTERS - OPTION 2	LUMP SUM				
		Section: 2	Total:			

SECTION: 3 OPTION 3

Alt Set ID: 01 Alt Mbr ID: 3

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0030	815.00 BUILDING - TRUCK STORAGE AND CREW QUARTERS - OPTION 3	LUMP SUM				
		Section: 3	Total:			

5/26/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 2

Proposal ID: 027323.00

Project(s): 027323.00

Contractor:

Total Bid:

_____!

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

Signature

Date

(Print Bidder's Name and Title)

CONTRACT AGREEMENT, OFFER & AWARD

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 Child Street, Augusta, Maine, with a mailing address at 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 _____.

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

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 027323.00 for Truck Storage & Crew Quarters Building in the town of Fort Fairfield, County of Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all 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.

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.**

The Contractor agrees to complete all Work, except warranty work, on or before **December 31, 2021**. Further, the Department may deduct from moneys otherwise due the Contractor, 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 quantities given in 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

Option 1 - _____
\$ _____

Option 2 - _____
\$ _____

Option 3 - _____
\$ _____

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. 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/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to 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. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 027323.00 for Truck Storage & Crew Quarters Building in the town of Fort Fairfield, County of Aroostook,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this 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 this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror 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: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute this Agreement 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (option checked below):

Option 1

Option 2

Option 3

The original contract amount is: \$ _____
_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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 Child Street, Augusta, Maine, with a mailing address at 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 _____.

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

A. **The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 027323.00 for Truck Storage & Crew Quarters Building in the town of Fort Fairfield, County of Aroostook**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all 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.

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.**

The Contractor agrees to complete all Work, except warranty work, on or before **December 31, 2021**. Further, the Department may deduct from moneys otherwise due the Contractor, 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 quantities given in 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

Option 1 - _____
\$ _____

Option 2 - _____
\$ _____

Option 3 - _____
\$ _____

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. 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/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to 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. Offer.

The undersigned, having carefully examined the site of work, the Plans, *Standard Specifications March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

WIN 027323.00 for Truck Storage & Crew Quarters Building in the town of Fort Fairfield, County of Aroostook,

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this 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 this Contract at the unit prices in the attached “Schedule of Items.”

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror 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: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Standard Specifications March 2020 Edition* and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder 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.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute this Agreement 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted for (option checked below):

Option 1

Option 2

Option 3

The original contract amount is: \$ _____
_____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bruce A. Van Note, Commissioner

Witness

SPECIAL PROVISION
SECTION 815
Buildings

Description: The work shall consist of the furnishing and construction of the Truck Storage Garage and Crew Quarters at the Maine Department of Transportation Lot located at 86 S Caribou Rd, Fort Fairfield, Maine. All work shall be completed in accordance with these contract documents.

Materials: All materials and components shall be as detailed, noted, and specified on the Contract Plans and Special Provisions.

Services: The Contractor shall be responsible for portable toilets and drinking water for their crews. The Contractor may connect to on site electrical service to conduct their work. On site non-potable water is available to the Contractor for use during the wet cure phase of the concrete work.

Basis of Award: **Bidders shall bid all Options 1, 2 & 3.**

The Basis of Award shall be Option 1 if a responsive, responsible bid is received and is less than the Department's available project funding. Although preference will be given to Option 1, if none of the bids received meets the criteria established in this special provision regarding funding, then the basis of award will be Option 3. If none of the bids received meets the established criteria, then the basis of award will be Option 2. The Apparent successful bidder shall be notified as to which Option is selected for award in the Intent to Award Letter. MaineDOT has the right to reject any or all bids.

OPTION 1 – Completion Date of **December 31, 2021**. Crew quarters and Truck Storage Building and other incidental work complete and accepted.

OPTION 2 – Completion Date of **December 1, 2021** for weather tight truck storage and crew quarters building which includes the following:

- All concrete complete and accepted.
- Crew quarters and truck storage buildings shall be framed, sheathed, and have windows, doors, overhead doors, siding, roofing and other incidentals as needed to make the facility “weather tight”.
- The Department will have the use of two bays of truck storage for winter operations on or before of December 1, 2021 or earlier as agreed upon by the Department and Contractor.

A Final Completion Date of June 30, 2022 for all other work required by the Contract and any modifications complete and accepted.

OPTION 3 – Completion Date of December 1, 2021 for a complete and accepted crew quarters to include the following:

- Crew quarters to be occupied by the Department on or before December 1, 2021.
- All concrete complete and accepted.
- Truck storage building framed and sheathed.

A Final Completion Date of June 30, 2022 for all other work required by the Contract and any modifications complete and accepted.

Cooperation

The Department will be performing work out of the Fort Fairfield Maintenance facility most often for snow and ice operations. The Contractor must take all reasonable steps to avoid interfering or hindering such work. The Contractor must cooperate with the Department or others performing such work as directed by the Department.

The basic nature and scope of such is foreseeable to the Contractor, and the Contractor assumes all risks and liability associated with such other Work and agrees to indemnify, defend, and hold harmless the Department from all claims related to such other Work that arise from the Contractor's acts or omissions.

Winter Suspensions

The Contractor may request in writing that the Department approve a Winter Suspension and the Department will set the start date of the Winter Suspension.

During the Winter Suspension, the Contractor is responsible for monitoring weather conditions and requesting approval from the Department to resume Work as soon as possible. Upon request by the Contractor or upon its own initiative, the Department may determine the end date of the Winter Suspension and the Contractor is responsible for resuming Work immediately after said end date. The Winter Suspension shall end no later than April 1. In any case, the Contractor shall notify the Project Manager or Resident 14 Days before the end date of the Winter Suspension. If Work is to be suspended for an extended period of time, the Contractor shall store all Materials in a manner that does not obstruct the free and safe flow of vehicular and pedestrian traffic, and that protects the Materials from damage. The Contractor shall take all precautions to prevent damage or deterioration of the Work already performed.

102.9 Bid Opening Delete the Standard Specification option in its entirety and replace with the following:

“Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders and the bids for Option 1. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder's Bid is read at Bid Opening.”

Method of Measurement: The Truck Storage Garage and Crew Quarters will be measured for payment as one lump sum, complete in place and accepted.

Basis of Payment: The Truck Storage Garage and Crew Quarters will be paid for at the contract lump sum price, complete and accepted which shall be full compensation for the work indicated on the plans and as called for in the contract, including excavation, borrow, gravel, foundation, foundation drain pipe, geotextile, framing, backfill, labor, equipment and materials for building construction and other contract related incidentals necessary to complete the work.

Payment will be made under:

Pay Item	Pay Unit
815.00 Buildings – Truck Storage Garage and Crew Quarters	Lump Sum