



Janet T. Mills
GOVERNOR

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

Bruce A. Van Note
COMMISSIONER

July 25, 2019
Subject: Concrete Building Slabs
State WIN: 025232.00
Location: **China & Edgecomb**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

REMOVE pages 13-20, "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 July 24, 2019.

CHANGE on page 46, "SPECIAL PROVISION, SECTION 107 (TIME)", in the second paragraph which begins with "The specified Contract completion Date..." to read:

"The specified Contract Completion Date is **October 21, 2019.**"

Make this change in pen and ink.

The following questions have been received:

Question: Please help to clarify the scope of work. The project is advertised as "Concrete building slabs". Is the project "slab ready", or is it the intent to include earthwork activities, foundation and slabs?

Response: Includes earthwork activities, footings, underdrain, frost wall and slab. See pages 28-37 in contract book.

Question: Is work indicated in section B/5 removal of existing concrete curb and wood framed wall included?

Response: The wood frame wall will be taken care of by DOT. The Contractor will be responsible for removing the existing concrete curb and matching the height of the new concrete floor to the existing concrete floor.

Question: Is an under-slab vapor barrier required?

Response: Yes, under-slab vapor barriers are required.

Question: Is the rigid insulation under the entire slab?

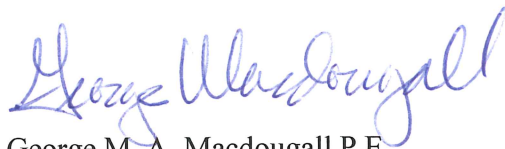
Response: Under the new slab as shown in the plans.

Question: Are the Bollards to be included? Note Detail H/6 for the bollards is not in the plan set. If the bollards are to be included, please clarify the quantity. Are there 4 bollards at the China location and 2 bollards at the Edgecomb location?

Response: No, bollards are not included.

Consider these changes and information prior to submitting your bid on **July 31, 2019**.

Sincerely,



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

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 025232.00** for the construction of **Concrete Building Slabs** in the town of **China**, County of Kennebec, Maine and town of **Edgecomb**, County of Lincoln, Maine. The Work includes construction, maintenance during construction, clean -up 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, 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 **October 21, 2019**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Special Provision 107 and Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

C. Price.

The Lump Sum Price shown on the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount, and that the amount of this offer is _____
\$_____.

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, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. 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 November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for construction of: **WIN 025232.00 for the Concrete Building Slabs at the MaineDOT Maintenance Camps in the town of China, County of Kennebec, Maine and town of Edgecomb, County of Lincoln, 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 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, November 2014 Edition, and as addressed in the contract documents.

Second: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

Fourth: 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 two duplicate originals of 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.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Brian T. Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

Witness

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