



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

October 10, 2012
Subject: **Crushing Services**
Location: **Scarborough**
State Pin No: **N/A**
Amendment No. 1

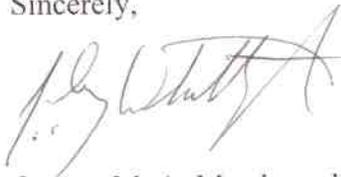
Dear Sir/Ms:

Make the following change to the Bid Document:

In the Bid Book (pages 23 thru 26) **REMOVE** "APPENDIX A" 4 pages dated September 13, 2012 and **REPLACE** with the attached new "APPENDIX A" 4 pages dated October 8, 2012.

Consider this change and information prior to submitting your bid on October 17, 2012.

Sincerely,


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



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APPENDIX A
 SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

SCHEDULE OF ITEMS

Contractor _____

Item Description	Approximate Final Quantity & Units	Unit Price \$/CY	Bid Amount \$
3"minus	900 CY		
3" to 6"	800 CY		
6" to 8"	800 CY		
Total	2500 CY		

Description The Contractor shall crush the gravel and rocks to a three piles of approximately equal volume with finished product sizes of 3" minus, 3"to 6" and, 6"to 8". The Department may sample for verification and approval.

The following stockpiles are to be crushed.

Region	Approximate Quantity	Location	
Region 1	2,500 CY	Dunstan Maintenance Lot Scarborough, ME	Rte. 1, Just north of Dunstan Corner

Contract Time The completion date for crushing services is December 1, 2012

Method of Measurement Crushing will be measured by the cubic yards of material crushed and accepted.

The Contractor and the Department may agree in writing that the quantities of crushing in a region for payment will be that shown in the Schedule of Items. If such an agreement is reached, no further measuring and computing of quantities will be required and the quantity referred to herein will be final. As an alternative to agreed quantity, Crushing may be measured by the cubic yards of material crushed, measured in its final position. Crushing measured in its final position will be measured by the Department by a surveying method. The final quantity will be the amount actually crushed. Waste and unauthorized use of the material will be deducted from the final quantity amount.

Basis of Payment The accepted quantity of Crushing Services will be paid for at the contract unit price per cubic yard, complete and accepted, which shall be full compensation for furnishing and operating the crushers, excavator, loaders and all labor, equipment and materials necessary to crush the material and perform the work and furnish acceptable material under this item.

The Department will pay based upon prices bid and the invoices provided and approved by the Department. The Contractor shall submit an itemized bill to the Contract Administrator in the Scarborough Maine Department of Transportation Office, for services at the completion of the work and acceptance of the finished material.

Contract Administrator The Contract Administrator for this contract will be:

Region 1, Transportation Operations Manager, Travis Moore
Maine Department of Transportation
PO Box 358, 51 Pleasant Hill Road
Scarborough, ME 04074

Allowable Work Times The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

Contractor's Safety Program If a copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit, prior to Contract award, a Safety Plan to the Department. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.

Changes The Department may increase or decrease Pay Item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. Except as expressly provided otherwise in this Contract, the Contractor shall be paid for actual quantities as measured or agreed to in accordance with

“Method of Measurement” at the Unit Prices contained in the Contractor’s Bid. The Contractor accepts such payment as full and complete compensation.

Default and Termination The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract.
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- F. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

- 1st Incident: If the Contractor does not take corrective action within 7 days upon receipt of verbal warning, the Department will issue a written warning.
- 2nd Incident: The Department will issue a written warning.
- 3rd Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

SPECIAL PROVISION SECTION 102
BIDDING

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

A Bid Guaranty is not required.

Performance and Payment Bonds are not required.

103.4 Notice of Award Delete the section in its entirety and replace with the following:

The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance and other information from the Apparent Successful Bidders. All items must be delivered to the Department’s Bureau of Maintenance and Operations. Once these pre-execution conditions are met, the Department will execute the Contract. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension of the Bid and Bid prices may occur and the Bid remains viable.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

103.5.4 Execution of Contract By Bidder Delete the section in its entirety and replace with the following:

“The properly completed and signed Contract Agreement, Offer, & Award form provided with the Bid constitutes the Bidder’s offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Department signs the contract.