



Paul R. LePage
GOVERNOR

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

David Bernhardt
COMMISSIONER

April 10, 2014
Subject: **Excavators**
State Project No: 020116.53,
020116.54 & 020116.55
Location: Region 5
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Document:

In the Bid Book, (page 10) NOTICE TO CONTRACTORS, **CHANGE** paragraph 5, to read as follows; "**Basis for award: Section 1 will be awarded to the low bidder for Section 1. Section 3 will be awarded to the low bidder of Section 3. Section 4 will be awarded to the low bidder of Section 4. Section 2 must be bid on and may be awarded to the successful bidder for Section 1.**" Make this change in pen and ink.

In the Bid Book, (pages 12-13), **REMOVE** the "Proposal Schedule of Items" 2 pages dated 3/11/2014, and **REPLACE** with the attached new "Proposal Schedule of Items" 2 pages dated 4/9/2014.

In the Bid Book, (pages 14 - 21), **REMOVE** "CONTRACT AGREEMENT, OFFER AND AWARD", 2 copies (4 pages each) and **REPLACE** with the attached new "CONTRACT AGREEMENT, OFFER AND AWARD", 2 copies(4 pages each) .

In the Bid Book (page 26), "SPECIAL PROVISION, SECTIONS 102 BIDDING & 103 AWARD & CONTRACTING (Basis of Award)", **CHANGE** paragraph 4, to read as follows; "**The basis for award for Sections 1, 3 and 4 will be the lowest responsive bid for the equipment and the required options for each Section as determined by the Department. Sections 1, 3 and 4 will be awarded separately will be awarded separately based on the respective bids for Sections 1, 3 and 4.**" Make this change in pen and ink.

In the Bid Book (page 26), "SPECIAL PROVISION, SECTIONS 102 BIDDING & 103 AWARD & CONTRACTING (Basis of Award)", in the 6th and 7th paragraphs, **REPLACE** the words "Section (1or 3)" with the words "**Section (1, 3 or 4)**". Make this change in pen and ink.



PRINTED ON RECYCLED PAPER

In the Bid Book (page 28), **REMOVE** page 1 of "SPECIAL PROVISIONS, EXCAVATORS" (page 1 of 4, dated February 25, 2014) and **REPLACE** it with the attached new "SPECIAL PROVISIONS, EXCAVATORS", 1 page dated April 9, 2014.

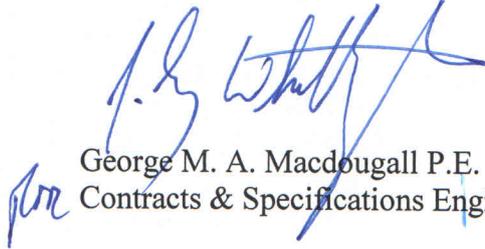
The following question has been received:

Question: It says Section 2 must be bid on and may be awarded to successful bidder for section 1, what if we do not have the equipment listed in section 2? Also, there are two different excavators listed in section one, it says each section bidders are required to bid all pieces of equipment in that section. Again, what if we only have one size in that section? Can we bid that one piece? Then it says bidders submitting bids for section 1 must also submit bid for section 2. I do not have a vibratory pile driver for the excavator. Please advise.

Response: See the changes to the bid documents in this amendment. For each Section bid, Bidders are required to bid all pieces of equipment in that section. For each Piece of Equipment bid, Bidders are required to bid all required and elective options. Therefore Bidders submitting bids for Section 1 must also include bids for Section 2.

Consider this change and information prior to submitting your bid on April 16, 2014.

Sincerely,



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

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 020116.53

Project(s): 020116.53, 020116.54, 020116.55

SECTION: 1 EXCAVATORS REGION 5, TRACK
40,000-45,000 LBS

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0020	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-2, TRACK, 40,000 - 45,000	4.000 CM	_____	 _____	_____	 _____
0040	910.30 SPECIAL WORK #5-2, TRANSPORTATION, PER UNIT, PER YEAR	1.000 EA	_____	 _____	_____	 _____
Section: 1			Total:		_____	 _____

SECTION: 2 EXCAVATORS REGION 5, TRACK - OPTIONAL
EQUIPMENT

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0050	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-2, ELECTIVE OPTION, EXCAVATOR MOUNTED VIBRATORY PILE DRIVER	4.000 CM	_____	 _____	_____	 _____
Section: 2			Total:		_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 020116.53

Project(s): 020116.53, 020116.54, 020116.55

SECTION: 3 EXCAVATORS REGION 5, WHEELED
35,000-45,000 LBS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0060	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-3 WHEELED, 35,000 - 45,000	4.000 CM	_____	 _____	_____	 _____
0070	910.30 SPECIAL WORK #5-3, TRANSPORTATION, PER UNIT, PER YEAR	1.000 EA	_____	 _____	_____	 _____
Section: 3			Total:		_____	 _____

SECTION: 4 EXCAVATORS REGION 5, TRACK
25,000-32,000 LBS

Alt Set ID:

Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0080	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-1 TRACK 25,000 - 32,000	4.000 CM	_____	 _____	_____	 _____
0090	910.30 SPECIAL WORK #5-1, TRANSPORTATION, PER UNIT, PER YEAR	1.000 EA	_____	 _____	_____	 _____
Section: 4			Total:		_____	 _____
			Total Bid:		_____	 _____

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, **EXCAVATORS** in **REGION 5**, 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 **November 30, 2014**.

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 that the amount of this offer is

Section 1 - _____
\$ _____

Section 2 - _____
\$ _____

Section 3 - _____
\$ _____

Section 4 - _____
\$ _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 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 and 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 Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for **EXCAVATORS** in **REGION 5**, 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, Revision of December 2002, and as addressed in the contract documents.

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

Third: 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 for (see checked boxes):

Section 1

Section 2

The contract amount is _____.

Section 3

The contract amount is _____.

Section 4

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

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

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, **EXCAVATORS** in **REGION 5**, 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 **November 30, 2014**.

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 that the amount of this offer is

Section 1 - _____
\$ _____

Section 2 - _____
\$ _____

Section 3 - _____
\$ _____

Section 4 - _____
\$ _____

D. Contract.

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1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and 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.

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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, Revision of December 2002, and as addressed in the contract documents.

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

Third: 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 for (see checked boxes):

Section 1

Section 2

The contract amount is _____.

Section 3

The contract amount is _____.

Section 4

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

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

Witness

SPECIAL PROVISIONS EXCAVATORS

Schedule The Contactor shall provide equipment in accordance with the dates shown below.

SECTION 1, EXCAVATORS REGION 5, TRACK, 40,000-45,000 Lbs			
SECTION 2, EXCAVATORS REGION 5, TRACK - OPTIONAL EQUIPMENT			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR TRACK, 40,000-45,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-2 REQUIRED: DITCHING/CLEAN OUT BUCKET WRIST ACTION	6/9/2014 – 10/2/2014 4 mo/yr, 1 yr = 4 CM per exc	1 Excavator
	ELECTIVE OPTION: Excavator Mounted Vibratory Pile Drivers for Sheet pile		
SECTION 3, EXCAVATORS REGION 5, WHEELED			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR WHEELED, 35,000-45,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-3 REQUIRED: DITCHING/CLEAN OUT BUCKET WRIST ACTION REAR DOZER BLADE AND FRONT OUTRIGGERS OR FRONT AND REAR OUTRIGGERS	6/9/2014-10/2/2014 4 mo/yr, 1 yr = 4 CM per exc	1 Excavator
SECTION 4, EXCAVATORS REGION 5, TRACK, 25,000-32,000 Lbs			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR TRACK, 25,000-32,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-1 REQUIRED: DITCHING/CLEAN OUT BUCKET WRIST ACTION FRONT DOZER BLADE	6/9/2014 – 10/2/2014 4 mo/yr, 1 yr =4 CM per exc	1 Excavator