



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

February 18, 2014
Subject: **Crushing Services**
State Project No: N/A
Location: Regions 2, 3, 4 & 5
Amendment No. 2

Dear Sir/Ms:

Make the following changes to the Bid Document:

In the Bid Book, (page 9) NOTICE TO CONTRACTORS, **CHANGE** paragraph 5, to read as follows; "**Basis of Award will be by Zone. Each zone will be awarded separately.**" Make this change in pen and ink.

In the Bid Book, (pages 11- 18), **REMOVE** the "CONTRACT AGREEMENT", 2 copies (8 pages total) and **REPLACE** with the attached new "CONTRACT AGREEMENT", 2 copies (8 pages total).

In the Bid Book (page 23) **REMOVE** the first page (Page 1 of 6) of "APPENDIX A, SPECIAL PROVISION", 1 page dated January 23, 2014 and **REPLACE** with the attached new "APPENDIX A, SPECIAL PROVISION", 1 page dated February 18, 2014".

The following question has been received:

Question: We have an issue with how the awards may take place. Geographically, Frankfort and Brewer are close to each other, yet Montville and Frankfort are Region 2. To make matters worse the start dates and completion dates don't match for Montville and Frankfort. Could the State match the start and completion dates for Montville and Frankfort or award them separately? If want, could pair up Brewer and Frankfort as a single award and award Montville as a single. Will need to have this answered before furnishing bid because of equipment rental (impact hammer mill).

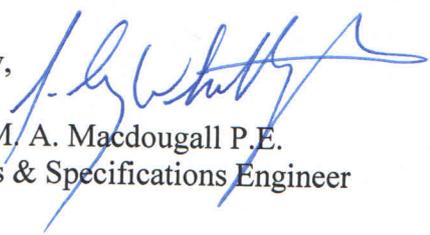
Response: See the above changes to the bid documents. Montville and Frankfort will be awarded separately.



PRINTED ON RECYCLED PAPER

Consider these changes and information prior to submitting your bid on February 26, 2014.

Sincerely,


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

for

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE SERVICES

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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 _____, with a mailing address of _____, and a telephone number of _____ .

The Vendor Customer Number of the Contractor is _____.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

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

A. The Work.

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Crushing Services 2014**, in **Regions 2, 3,4 & 5**, in Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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 the dates given in Appendix A. This contract expires on **December 31, 2014.**

C. Price.

The quantities given in the Schedule of Items in Appendix A will be used as the basis for determining the original Contract amount, and that the amount of this offer is

Zone 1 – Regions 1 & 3 Waterford & Paris _____

\$ _____

Zone 2 – Region 2 Montville _____

\$ _____

Zone 3 – Region 2 Frankfort _____

\$ _____

Zone 4 – Region 4 Brewer _____

\$ _____

Zone 5 – Region 5 Presque Isle _____

\$ _____.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Agreement.

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections 101, 102, 103 and 111, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

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

Fourth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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 executes two duplicate originals of this Contract 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)

(Name and Title Printed)

G. Award. Your offer is hereby accepted for (see checked boxes):

- Zone 1 – Regions 1 & 3 Waterford & Paris**
- Zone 2 – Region 2 Montville**
- Zone 3 – Region 2 Frankfort**
- Zone 4 – Region 4 Brewer**
- Zone 5 - Region 5 Presque Isle**

The contract amount is _____

\$ _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Maintenance & Operations

CT: _____

MAINE DEPARTMENT OF TRANSPORTATION
CONTRACT AGREEMENT
TRANSPORTATION RELATED MAINTENANCE SERVICES

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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 the dates given in Appendix A. This contract expires on **December 31, 2014.**

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Zone 1 – Regions 1 & 3 Waterford & Paris _____

\$ _____

Zone 2 – Region 2 Montville _____

\$ _____

Zone 3 – Region 2 Frankfort _____

\$ _____

Zone 4 – Region 4 Brewer _____

\$ _____

Zone 5 – Region 5 Presque Isle _____

\$ _____.

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CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

(Name and Title Printed)

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Zone 1 – Regions 1 & 3 Waterford & Paris

Zone 2 – Region 2 Montville

Zone 3 – Region 2 Frankfort

Zone 4 – Region 4 Brewer

Zone 5 - Region 5 Presque Isle

The contract amount is _____

\$ _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By:

(Name and Title Printed)

Maintenance & Operations

APPENDIX A
SPECIAL PROVISION
SPECIFICATIONS OF WORK TO BE PERFORMED

Contractor _____

Bid prices must be quoted as specified on this worksheet. The Department will reject bids if any one of the following occurs: the **Bid is** not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment, the Bid is not signed by a duly authorized representative of the Bidder, the unit **and** lump sum price for any item is not provided or is illegible as determined by the Department, or the Bid contains any conditional or alternate Bidding language. The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.

SCHEDULE OF ITEMS

Bids are requested for multiple Zones in the state. A Bidder is not required to bid all Zones, and may bid on one or more Zone(s).

Bid Zone	Item Description	Approximate Quantity & Units	Unit Price \$/CY	Bid Amount \$
Bid Zone 1	Region 1 (Region 3 is the contact for material and administration) Waterford Maintenance Lot	9,800 CY		
Bid Area 1	Region 3 Paris Maintenance Lot	2,800 CY		
Total Bid Zone 1				
Bid Zone 2	Region 2 Montville Maintenance Lot	4,500 CY		
Bid Zone 3	Region 2 Frankfort Maintenance Lot	5,500 CY		
Bid Zone 4	Region 4 Whiting Hill Maintenance Lot Brewer	3,500 CY		
Bid Zone 5	Region 5 Presque Isle Maintenance Lot	10,000 CY		

(Print Respondent's Name and Title)

Signature