



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
COMMISSIONER

March 28, 2019
Subject: Crushing
State WIN: 022488.00C, 022488.00C,
023482.00C, 023855.00C & 022492.00C
Location: **Lyman, Kingfield, Topsfield &
Lang Township**
Amendment No. 2

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE page 1, and **REPLACE** with the attached, revised page, dated March 22, 2019.

CHANGE on page 9, NOTICE TO CONTRACTORS, the description and location in the second and third paragraphs to read as follows:

“Description: WINs, 22492.00C, 23855.00C, 22488.00C, 22488.00D & 23482.00C

Location:

In York County, Region 1, WINs 23855.00C & 22492.00C, located at the MaineDOT Maintenance Lot at 85 Bartlett Bridge Road in Lyman,

In Franklin County, Region 3, WIN 22488.00C, located in Lang Township,

In Franklin County, Region 3, WIN 22488.00D, at the MaineDOT Maintenance Lot at 588 Main Street in Kingfield,

In Washington County, Region 5, WIN 23482.00C, located at the MaineDOT Maintenance Lot at 35 South Road in Topsfield.”

Make this change in pen and ink.

REMOVE pages 11-13, Proposal Schedule of Items, 3 pages, dated 3/8/2019, and **REPLACE** with the attached revised Proposal Schedule of Items, 4 pages, dated 3/25/ 2019.

REMOVE pages 14-21 “CONTRACT AGREEMENT OFFER & AWARD”, two copies, and **REPLACE** with the attached revised “CONTRACT AGREEMENT OFFER & AWARD”, two copies, 4 pages each, dated March 25, 2019.

REMOVE page 27, SPECIAL PROVISION - SECTIONS 102 BIDDING & 103 AWARD & CONTRACTING - (Basis of Award), 1 page, dated March 5, 2019, and **REPLACE** with the attached revised SPECIAL PROVISION - SECTIONS 102 BIDDING & 103 AWARD & CONTRACTING - (Basis of Award), 1 page, dated March 22, 2019.

On page 28, “SPECIAL PROVISION - SECTION 105 – GENERAL SCOPE OF WORK - (Safety Plan), at the end of the second paragraph, **ADD** the following:

- 6. Heavy Equipment Loading/Unloading/Operation
- 7. Hazard Communication
- 8. Hearing Conservation
- 9. Heat Stress
- 10. Silica.

Make this change in pen and ink.

REMOVE pages 31-32, SPECIAL PROVISION - SECTION 107, Prosecution and Progress - (Contract Time, Limitation of Operations & Liquidated Damages), 2 pages, dated March 5, 2019, and **REPLACE** with the attached revised SPECIAL PROVISION - SECTION 107, Prosecution and Progress - (Contract Time, Limitation of Operations & Liquidated Damages), 2 pages, dated March 22, 2019.

On page 33, SPECIAL PROVISION – CRUSHING - SPECIFICATIONS OF WORK TO BE PERFORMED, **REPLACE** the table at the bottom of the first page, to read as follows:

Location/Region	Approximate Quantity	Crushing Location	Location Street Address
Lyman Region 1	11,200 CY	Lyman Maintenance Lot	85 Bartlett Bridge Road
Lang Township Region 3	6,200 CY	Rangeley Sand & Gravel Pit	Route 16
Kingfield Region 3	7,000 CY	Kingfield Maintenance Lot	558 Main Street
Topsfield Region 5	16,000 CY	Topsfield Maintenance Lot	35 South Road

Make this change in pen and ink.

CHANGE the headers on all remaining pages to read as follows:

“Lyman, Lang Township, Kingfield & Topsfield
 WINs: 22492.00C, 23855.00C, 22488.00C, 22488.00D & 23482.00C
 Crushing”

Make this change in pen and ink.

The following questions have been received:

Question: Please double check the start and end dates for Topsfield. Currently you are only allowing 4 days to complete.

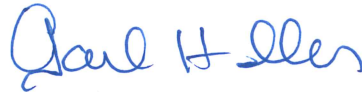
Response: See above changes.

Question: Have excavators been part of the bids in the past?

Response: The bids will be for all equipment needed to successfully crush the milling pile to meet contract specifications.

Consider these changes and information prior to submitting your bid on **April 3, 2019**.

Sincerely,



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

SERVICE AND CONSTRUCTION

CRUSHING

in

LYMAN - WINs 22492.00C & 23855.00C

LANG TOWNSHIP - WIN 22488.00C

KINGFIELD – WIN 22488.00D

TOPSFIELD – WIN 23482.00C

2019

LYMAN – Region 1, 2019 Crushing

3/8/2019

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022492.00C **Project(s):** 022492.00C , 023855.00C

SECTION: 1 PROJECT ITEMS

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
0010	827.20 CRUSHING - REGION 1 - LYMAN	11,200.000 CY	_____	 _____	_____	 _____
	Section: 1		Total:		_____	 _____
			Total Bid:		_____	 _____

The basis of award will be by location. A separate and distinct Contract will be awarded for each location.

Bidders may bid one or more location, but are not required to bid all locations. Note that each location has its own schedule of items. If a Bidder wishes to bid multiple locations, each schedule of items must be completed.

(Print Respondent's Name and Title)

Signature

Date

LANG TWP – Region 3, 2019 Crushing

3/25/2019

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022488.00C

Project(s): 022488.00C

SECTION: 1 PROJECT ITEMS

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	827.20 CRUSHING - REGION 3 - LANG TWP	6,200.000 CY				
	Section: 1		Total:			
			Total Bid:			

The basis of award will be by location. A separate and distinct Contract will be awarded for each location.

Bidders may bid one or more location, but are not required to bid all locations. Note that each location has its own schedule of items. If a Bidder wishes to bid multiple locations, each schedule of items must be completed.

(Print Respondent's Name and Title)

Signature

Date

KINGFIELD – Region 3, 2019 Crushing

3/25/2019

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022488.00D

Project(s): 022488.00D

SECTION: 1 PROJECT ITEMS

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
0010	827.20 CRUSHING - REGION 3 - KINGFIELD	7,000.000 CY				
	Section: 1		Total:			
			Total Bid:			

The basis of award will be by location. A separate and distinct Contract will be awarded for each location.

Bidders may bid one or more location, but are not required to bid all locations. Note that each location has its own schedule of items. If a Bidder wishes to bid multiple locations, each schedule of items must be completed.

(Print Respondent's Name and Title)

Signature

Date

TOPSFIELD – Region 5, 2019 Crushing

3/8/2019

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 023482.00C

Project(s): 023482.00C

SECTION: 1 PROJECT ITEMS

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
0010	827.20 CRUSHING - REGION 5 - TOPSFIELD	16,000.000 CY	_____	 _____	_____	 _____
	Section: 1		Total:		_____	 _____
			Total Bid:		_____	 _____

The basis of award will be by location. A separate and distinct Contract will be awarded for each location.

Bidders may bid one or more location, but are not required to bid all locations. Note that each location has its own schedule of items. If a Bidder wishes to bid multiple locations, each schedule of items must be completed.

(Print Respondent's Name and Title)

Signature

Date

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, **Lyman – WINs 22492.00C & 23855.00C, Lang Township - WIN 22488.00C, Kingfield – WIN 22488.00D & Topsfield – WIN 23482.00C,** Counties of York, Franklin, and Washington, 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 **the dates given below.** 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 (Contract Time, Limitation of Operations & Liquidated Damages) and Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

The specified Contract Completion Dates are as follows:

Lyman	<u>April 18, 2019</u>
Lang Township	<u>June 11, 2019</u>
Kingfield	<u>June 26, 2019</u>
Topsfield	<u>June 7, 2019</u>

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

Lyman _____

\$ _____

Lang Township _____

\$ _____

Kingfield _____

\$ _____

Topsfield _____

\$ _____

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, 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, Contract Agreement contained herein for construction of:

Lyman – WINs 22492.00C & 23855.00C, Lang Township - WIN 22488.00C, Kingfield – WIN 22488.00D & Topsfield – WIN 23482.00C,

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 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 for (see checked boxes):

	Location & WIN	Amount
	Lyman – 22492.00C & 23855.00C	
	Lang Township – 22488.00C	
	Kingfield – 22488.00D	
	Topsfield – 23482.00C	

Contract Amount: _____

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bradford Foley
Program Manager
Highway Program

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 _____

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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 **the dates given below.** 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 (Contract Time, Limitation of Operations & Liquidated Damages) and Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

The specified Contract Completion Dates are as follows:

Lyman	<u>April 18, 2019</u>
Lang Township	<u>June 11, 2019</u>
Kingfield	<u>June 26, 2019</u>
Topsfield	<u>June 7, 2019</u>

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

Lyman _____

\$ _____

Lang Township _____

\$ _____

Kingfield _____

\$ _____

Topsfield _____

\$ _____

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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, 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.

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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 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 for (see checked boxes):

	Location & WIN	Amount
	Lyman – 22492.00C & 23855.00C	
	Lang Township – 22488.00C	
	Kingfield – 22488.00D	
	Topsfield – 23482.00C	

Contract Amount: _____

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Bradford Foley
Program Manager
Highway Program

Lyman, Lang Township, Kingfield & Topsfield
WINS: 23482.00C, 23855.00C, 22488.00C, 22488.00D & 22492.00D
Crushing
March 22, 2019

SPECIAL PROVISION
SECTIONS 102 BIDDING
& 103 AWARD & CONTRACTING
(Basis of Award)

The basis of award will be by location. A separate and distinct Contract will be awarded for each location.

Bidders may bid one or more location, but are not required to bid all locations. Note that each location has its own schedule of items. If a Bidder wishes to bid multiple locations, each schedule of items must be completed.

SPECIAL PROVISION
SECTION 107
Prosecution and Progress
(Contract Time, Limitation of Operations & Liquidated Damages,)

Contract Time The Contractor will be allowed to commence work on or after the Begin dates shown in the table below and must complete the Work in each location by the End dates for crushing as shown in the table below:

Location	Begin	End
Lyman Maintenance Lot	April 1, 2019	April 18, 2019
Lang Township, Rangeley Sand & Gravel Pit	June 3, 2019	June 11, 2019
Kingfield Maintenance Lot	June 17, 2019	June 26, 2019
Topsfield Maintenance Lot	May 20, 2019	June 7, 2019

The specified per diem rate for Liquidated Damages is \$500.00 per calendar day. All Work must be Complete by each Completion Date, as specified in the Contract, and any authorized extensions. The Contractor shall owe the Department Liquidated Damages for every day past each Completion Date the Work is not complete. This amount will be deducted from any money due the Contractor under the Contract, and the Contractor will be liable for any Liquidated Damages in excess of the amount due.

By executing the Contract, the Contractor acknowledges the difficulty of making a precise determination of damages due to completing the work beyond the designated completion dates, acknowledges that such an amount is not a penalty, agrees to the amount stipulated in the contract that will be charged against the Contractor for each calendar day that the work remains uncompleted after each designated completion date, agrees that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Department due to the Contractor's failure to Complete the Work by the Completion Dates, and agrees to stipulate to their reasonableness in any suit for the collection of or involving the assessment of said damages. The damages referred to herein are intended to be and are cumulative, and will be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the contract.

Lyman, Lang Township, Kingfield & Topsfield
WINS: 23482.00C, 23855.00C, 22488.00C, 22488.00D & 22492.00D
Crushing
March 22, 2019

Permitting the Contractor to continue and finish the work or any part thereof after the any completion date shall in no way operate as a waiver on the part of the Department of its rights to assess and recover Liquidated Damages, or any other rights, under the Contract.

Completion of Physical Work occurs when the Work is complete and has undergone a successful final inspection. Liquidated Damages will cease upon the physical completion of the Work.

Work can be performed at any time except Sundays and Holidays and as provided in the Contract.