

CRUSHING
REGIONS 1 & 2

Updated 10/18/2007

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - c. The completed Contractor Information Sheet
3. For security and other reasons, all Bid Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

Title:

Town:

Date of Bid Opening:

Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

4. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable.

January 30, 2004
Supercedes February 11, 2003

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments in their bids using the Acknowledgement of bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

Corporation – Company - Association - Estate - (circle one)

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for **Crushing Services**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **June 25, 2008**, and at that time and place publicly opened and read.

Description: Crushing services for MaineDOT in Region 1 (PIN 15663.00) and Region 2 (PIN 15664.00).

Location: Region 1 – Cumberland and Yarmouth
Region 2 – Montville and Waldoboro

Outline of Work: Provide crusher, screen, excavators and loader with operators and related support crew, materials and equipment to crush stockpiles of hot bituminous pavement at various locations.

Bids (quotes) are requested for Region 1 and Region 2. **A Bidder is not required to bid both regions, but may bid on one or more regions.**

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. **There will be no Bid Bond, Performance Bond or Payment Bond required.** Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

Bid proposal packages are available at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> Bid proposal packages can also be obtained at no cost at the MaineDOT building in Augusta, Maine or by telephone at 207-624-3536 between the hours of 8:00 A.M. and 4:30 P.M.

Each Bid must be made upon blank forms provided by the Department

This Contract is subject to all applicable Federal Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. Standard Detail updates can be found at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
June 4, 2008



Jeffrey L. Adams
Program Manager
Highway Program

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

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

a corporation or other legal entity organized under the laws of the State of Maine, 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 for **CRUSHING SERVICES IN THE REGIONS BID.** The Work includes providing services for projects 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 all required documentation at the conclusion of the 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 provide services to complete all Work in Region 1 on or before August 13, 2008 and in Region 2 on or before August 1, 2008 as specified in this Contract. This Contract expires December 31, 2008. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The LUMP SUM Bid Price will be used as the basis for determining the amount of this contract, and that the amount of this offer is

Region 1 \$ _____

Region 2 \$ _____

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 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, including those in Division 100 of the Standard Specifications Revision of December 2002 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, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **CRUSHING SERVICES**, 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.

The Offeror agrees to perform the work required at the price specified above and in a strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Department in writing.

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)

Crushing Services

15663.00 Region 1

15664.00 Region 2

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: _____
Jeffrey L. Adams, Program Manager
Highway Program

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

a corporation or other legal entity organized under the laws of the State of Maine, 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 for **CRUSHING SERVICES IN THE REGIONS BID.** The Work includes providing services for projects 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 all required documentation at the conclusion of the 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 provide services to complete all Work in Region 1 on or before August 13, 2008 and in Region 2 on or before August 1, 2008 as specified in this Contract. This Contract expires December 31, 2008. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of Standard Specifications, Revision of December 2002 and related Special Provisions.

C. Price.

The LUMP SUM Bid Price will be used as the basis for determining the amount of this contract, and that the amount of this offer is

Region 1 \$ _____

Region 2 \$ _____

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 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, including those in Division 100 of the Standard Specifications Revision of December 2002 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, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **CRUSHING SERVICES**, 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.

The Offeror agrees to perform the work required at the price specified above and in a strict accordance with the terms of this solicitation, and to provide the appropriate insurance if this offer is accepted by the Department in writing.

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)

Crushing Services

15663.00 Region 1

15664.00 Region 2

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: _____
Jeffrey L. Adams, Program Manager
Highway Program

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 ABC INC.

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **ABC Street, ABC, Maine**

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 for: **PAVING SERVICES.**

The Work includes providing services at maintenance work zones and small construction projects 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 all required documentation at the conclusion of the 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 provide services to complete all Work, on or before **March 31, 2009.**

C. Price.

The bid prices in the Schedule of Items of the Bid Package will be used as the basis for determining the amount of this contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the, Division 100 Section of the Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreements. 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 Division 100 of the Standard Specifications Revision of December 2002 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 Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **PAVING SERVICES**, 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 Department in writing.

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 Here)
Date

(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

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

Paving Services

Region 1
Zone 1

Region 2
Zone 2
Zone 3
Zone 4

Region 3
Zone 5
Zone 6
Zone 7

Region 4
Zone 8
Zone 9
Zone 10

Region 5
Zone 11
Zone 12
Zone 13

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: _____
Michael E. Burns, Assistant Director
Bureau of Maintenance and Operations

Witness

SAMPLE

State of Maine
 Department of Labor
 Bureau of Labor Standards
 Technical Services Division
 Augusta, Maine 04333-0045
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project ----- Crushing Services Regions 1 & 2

Location of Project -- Multiple Towns in Cumberland, Lincoln & Waldo Counties

**2008 Fair Minimum Wage Rates
 Highway & Earthwork
 Cumberland, Lincoln, Waldo Counties**

<u>Occupation Title</u>	Minimum			<u>Occupation Title</u>	Minimum		
	<u>Wage</u>	<u>Benefit</u>	<u>Total</u>		<u>Wage</u>	<u>Benefit</u>	<u>Total</u>
Asphalt Raker	\$13.25	\$0.19	\$13.44	Hot Top Plant Operator	\$17.85	\$8.05	\$25.90
Backhoe Loader Operator	\$15.00	\$1.96	\$16.96	Ironworker - Reinforcing	\$17.88	\$2.97	\$20.85
Blaster	\$17.60	\$3.92	\$21.52	Ironworker - Structural	\$20.15	\$4.96	\$25.11
Boom Truck Operator	\$18.50	\$3.49	\$21.99	Laborers/Helper/Tender	\$11.00	\$1.27	\$12.27
Bulldozer Operator	\$17.02	\$2.92	\$19.94	Laborer - Skilled	\$13.50	\$1.86	\$15.36
Cable Splicer	\$20.65	\$3.88	\$24.53	Loader Op, Front-End	\$15.00	\$2.63	\$17.63
Carpenter	\$17.00	\$1.81	\$18.81	Mechanic - Maintenance	\$16.50	\$3.66	\$20.16
Carpenter - Rough	\$15.00	\$1.74	\$16.74	Millwright	\$22.00	\$6.18	\$28.18
Cement Mason/Finisher	\$13.00	\$0.64	\$13.64	Painter	\$13.50	\$0.48	\$13.98
Concrete Mixing Plant Op	\$16.00	\$6.78	\$22.78	Paver, Bituminous	\$15.80	\$1.32	\$17.12
Concrete Pump Operator	\$18.50	\$2.85	\$21.35	Pipe/Steam/Sprinkler Fitter	\$19.55	\$4.14	\$23.69
Crane Op =>15 Tons	\$20.00	\$4.68	\$24.68	Pipelayer	\$13.00	\$4.60	\$17.60
Crusher Plant Operator	\$14.28	\$2.55	\$16.83	Roller Operator, Earth	\$13.25	\$4.19	\$17.44
Driller, Rock	\$16.25	\$6.23	\$22.48	Roller Op, Pavement	\$15.63	\$5.19	\$20.82
Electrician, Licensed	\$21.00	\$5.39	\$26.39	Screed Operator	\$17.80	\$5.95	\$23.75
Electrician Hlpr (Licensed)	\$15.00	\$2.44	\$17.44	Stone Mason	\$16.00	\$2.26	\$18.26
Excavator Operator	\$17.00	\$2.52	\$19.52	Truck Driver, Light	\$13.25	\$1.77	\$15.02
Fence Setter	\$12.00	\$1.55	\$13.55	Truck Driver, Medium	\$13.33	\$4.07	\$17.40
Flagger	\$12.50	\$1.50	\$14.00	Truck Driver, Heavy	\$12.85	\$1.59	\$14.44
Grader/Scraper Operator	\$17.67	\$3.12	\$20.79	Truck Driver, Tractor Trlr	\$14.08	\$3.25	\$17.33
Hgway Wrkr/Guardrail Inst	\$14.10	\$1.55	\$15.65	Truck Driver, Mixer, Cemnt	\$11.03	\$3.08	\$14.11

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

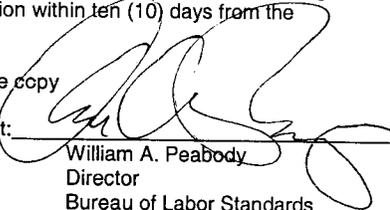
Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HI-072-2008
 Filing Date: May 15, 2008
 Expiration Date: 12-31-2008

A true copy
 Attest: 
 William A. Peabody
 Director
 Bureau of Labor Standards

BLS 424HI (R2008) (Highway & Earthwork CumLinWal)

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

15663.00 Region 1
15664.00 Region 2
Crushing Services
May 5, 2008

SPECIAL PROVISION
SECTION 107
Time
(Contract Time)

1. The contractor will be allowed to commence work provided that all required submittals have been received and approved by MaineDOT and the Contractor may not commence work in Region 1 prior to July 13, 2008.
2. The completion date for crushing services in Region 1 is August 13, 2008.
The completion date for crushing services in Region 2 is August 1, 2008.

Special Provision Crushing

Description The Contractor shall crush the material in the stockpiles designated by the Department so that the maximum aggregate size of the finished product does not exceed 1 ½". The Department may sample for verification and approval.

The following stockpiles are to be crushed. The estimates have been given for informational purposes only. It will be the responsibility of the Contractor to verify the dimensions prior to submitting bid documents.

Region	Estimated Quantity	Location	
Region 1	14,500 CY	Cumberland Pit	Lakeside Drive, Cumberland
		Yarmouth Maintenance Lot	located on Route 1, 478 Portland Road, Yarmouth
Region 2	2640 CY	Montville Maintenance Lot	located on Route 3, 217 Acadia Highway, Montville
	3934 CY	Waldoboro Maintenance Lot	1510 Old Route 1, Waldoboro

Equipment Jaw crusher and/or cone crusher, screen, minimum 25,000# loader with 3 CY bucket or larger, minimum 50,000# excavator with 2 CY bucket or larger, minimum capacity of 1000 cy per day. Both jaw crusher and cone crusher required for stockpiles in Region 1.

Method of Measurement Crushing will be measured by the lump sum for each region, complete and accepted.

Basis of Payment The accepted quantity of Crushing Services will be paid for at the contract lump sum prices, 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.

No price adjustments will be made to the lump sum prices. It will be the responsibility of the Contractor to verify the volumes prior to submitting bid documents.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Crushing – Region 1 (Cumberland, Yarmouth)	Lump Sum
Crushing – Region 2 (Montville, Waldoboro)	Lump Sum

Special Provision Award, Contracting and Insurance

Notice of Award and Award Conditions The Department has 30 Days following the Bid Opening to notify the Contractor of Intent to Award and request Insurance Certificates. The Apparent Successful Bidder must provide these items in a timely manner. All items must be delivered to the Department's Bureau of Maintenance and Operations. Once the Department has received the certificates of 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 Contractor receives Notice of Award.

Insurance The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

Additional Insured **Each policy with the exception of Workers' Compensation insurance shall name the Department of Transportation as an additional insured.**

Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS

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, 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

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

A Bid Guaranty is not required.

Performance and Payment Bonds are not required.

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

The State wage rates enclosed apply to this project. Federal Wage Rates do not apply to this project.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

The Contractor shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA.

The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

The Department will provide traffic control.

The Department will provide soil erosion and water pollution control.

SPECIAL PROVISION SECTION 107
TIME

The Contractor is responsible to respond in a timely manner to requests to provide services. Should the response not meet the Department's requirements, the Department will request services from another Contractor.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.