

EQUIPMENT
EXCAVATORS

Regions 1, 2, 3, 4 & 5

2012

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. the completed Acknowledgement of Bid Amendments form
 - c. the completed Schedule of Items
 - d. two (2) copies of the completed and signed Contract Agreement, Offer & Award form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, 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 hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 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. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

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 an optional 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 David Venner 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 from our web site, and acknowledging receipt and incorporating those 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 Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@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/venbid/index.shtml>

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**

Scaled Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for Excavators, Regions 1-5" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on April 4, 2012 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: PIN

Location: In Regions 1 - 5

Outline of Work: Supply Excavators and other incidental work.

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> 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. 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, Contract Bid Books, specifications and bid forms are available at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Offices. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

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

This Contract is subject to all applicable State 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/contractors/publications/>.

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
March 21, 2012


Rhonda Fletcher
Assistant Director
Maintenance and Operations

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/contractors/> . 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)

SCHEDULE OF ITEMS

CONTRACT ID: 019254.10

PROJECT(S): 19254.10
 19254.20
 19254.30
 OTHERS

Bidders are not required to bid all sections. Bidders may bid on one or more sections.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 EXCAVATOR RENTALS

0010	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR TRACK 26000 - 32000 REGION 1	12.000				
	SECTION 0001 TOTAL					

SECTION 0002 EXCAVATOR RENTALS

0020	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR TRACK 18000 - 24000 REGION 2	4.000				
0030	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR TRACK 26000 - 32000 REGION 2	22.000				
	SECTION 0002 TOTAL					

SECTION 0003 EXCAVATOR RENTALS

0040	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR TRACK 26000 - 32000 REGION 3	15.000				
	SECTION 0003 TOTAL					

SECTION 0004 EXCAVATOR RENTALS

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 019254.10

PROJECT(S) : 19254.10
 19254.20
 19254.30
 OTHERS

Bidders are not required to bid all sections. Bidders may bid on one or more sections.

CONTRACTOR :

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0050	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR TRACK 26000 - 32000 REGION 4	16.000 CM				
SECTION 0004 TOTAL						

SECTION 0005 EXCAVATOR RENTALS

0060	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR TRACK 26000 - 32000 REGION 5	7.500 CM				
SECTION 0005 TOTAL						

SECTION 0006 EXCAVATOR RENTALS

0070	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR TRACK 38000 - 43000 REGION 5	4.000 CM				
SECTION 0006 TOTAL						

SECTION 0007 EXCATATOR RENTALS

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 019254.10

PROJECT(S): 19254.10
 19254.20
 19254.30
 OTHERS

Bidders are not required to bid all sections. Bidders may bid on one or more sections.

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0080	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR WHEELED 38000 - 40000 REGION 5	7.500 CM				
	SECTION 0007 TOTAL					
	TOTAL BID					

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 Standard Specifications, 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 Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **EXCAVATORS in REGIONS 1, 2, 3, 4 & 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 equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform 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.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined 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

Section 3

Section 4

Section 5

Section 6

Section 7

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and 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 REGIONS 1, 2, 3, 4 & 5**, in The State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all equipment, tools supplies, service personnel, permanent materials and temporary materials required to perform the Work indicated in the Contract and all required documentation.

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 **December 31, 2012.**

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.

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 Standard Specifications, 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 Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **EXCAVATORS in REGIONS 1, 2, 3, 4 & 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 equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform 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.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined 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

Section 3

Section 4

Section 5

Section 6

Section 7

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

Witness

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 Standard Specifications, 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 Division 100 of the Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **EXCAVATORS in REGIONS 1, 2, 3, 4 & 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 equipment, tools, supplies, service personnel, permanent materials and temporary materials required to perform 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.

As Offeror also agrees:

First: To do any extra work, which may be ordered by the Department, and to accept as full compensation the amount determined 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.

SAMPLE

<p>_____ (Date Here) Date</p>	<p>_____ (Sign Here) (Signature of Legally Authorized Representative of the Contractor)</p>
<p>_____ (Witness Sign Here) Witness</p>	<p>_____ (Print Name Here) (Name and Title Printed)</p>

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

Section 1

Section 2

Section 3

Section 4

Section 5

Section 6

Section 7

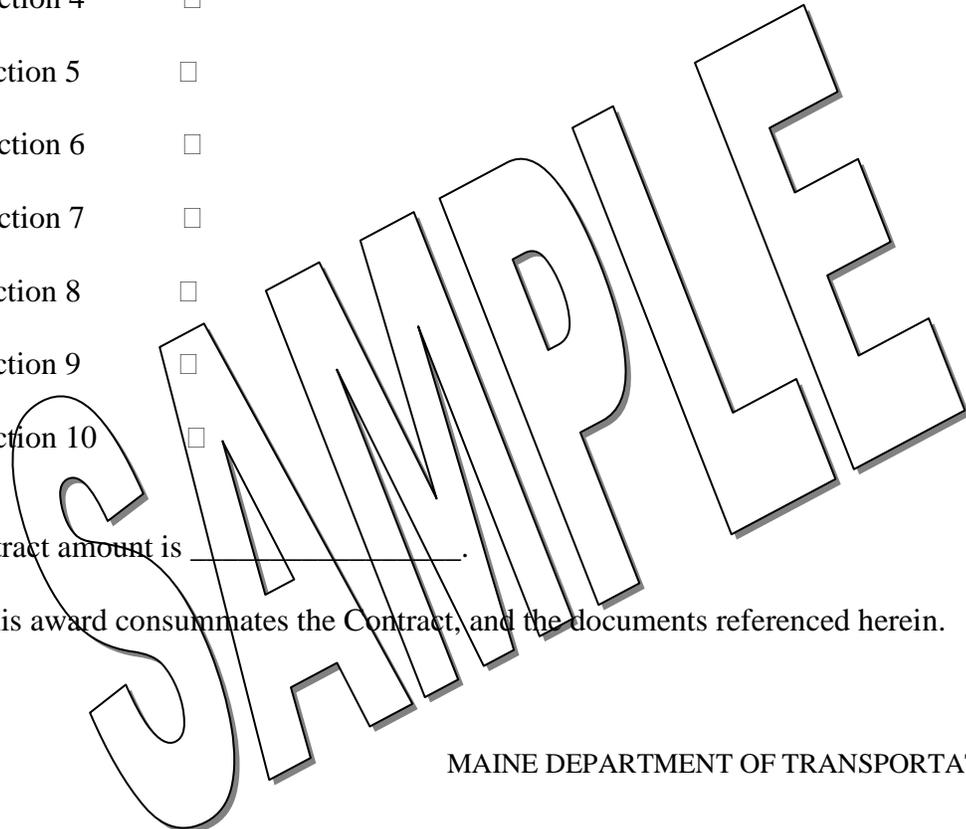
Section 8

Section 9

Section 10

The contract amount is _____.

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



MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Rhonda Fletcher, Assistant Director
Bureau of Maintenance and Operations

Witness

SPECIAL PROVISIONS

Excavators

This work consists of providing all equipment, preventative maintenance on a scheduled basis, service calls when needed.

TRACK EXCAVATOR: 26,000 – 32,000

The excavator specifications and terms are as follows:

- Excavators operating weight shall be not less than 26,000 pounds and not more than 32,000 pounds.
- Excavators shall be no older than three years nor have more than 3000 hours.
- Each excavator shall come with a $\frac{3}{4}$ yd. digging and 60" tilt swivel clean up bucket.
- The tail swing shall not extend more than one foot beyond the outside edge of the track in any direction for excavators furnished for Regions 1, 2 & 4. The tail swing shall not extend more than three feet beyond the outside edge of the track in any direction for excavators furnished for Region 3 & 5.
- Excavator transport width shall not exceed 8'6".
- Excavator arm length shall not exceed 9'2" for excavators furnished for Regions 1, 2 & 4.
- Excavators shall have air conditioning, number plate bracket and strobe light.
- Excavators shall be equipped with street pads.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- Each excavator furnished for Regions 1, 2 & 4 shall come with a hydraulically lifted dozer blade.
- Each excavator furnished for Region 4 shall come with a hydraulic thumb.
- The Contractor shall provide to the Department, a completed Lessor's certificate a minimum of 3 weeks prior to delivery. Equipment shall have temporary registrations valid until the Department can get the Equipment registered.
- Each machine will have a valid State of Maine inspection sticker for the duration of the rental

The Department will provide the following:

Insurance.

Daily fuel, oil and grease.

TRACK EXCAVATOR: 18,000 – 24,000

The excavator specifications and terms are as follows:

- Excavators operating weight shall be not less than 18,000 pounds and not more than 24,000 pounds.
- Excavators shall be no older than three years nor have more than 3000 hours.
- Each excavator shall come with a 5/8 yd. digging and 60” tilt swivel clean up bucket.
- The tail swing shall not extend more than one foot beyond the outside edge of the track in any direction for excavators furnished for Regions 1 & 2.
- Excavator transport width shall not exceed 8’6”.
- Excavator arm length shall not exceed 8’2”.
- Excavators shall have air conditioning, number plate bracket and strobe light.
- Excavators shall be equipped with street pads.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- Each excavator furnished for Regions 1 & 2 shall come with a hydraulically lifted dozer blade.
- The Contractor shall provide to the Department, a completed Lessor’s certificate a minimum of 3 weeks prior to delivery. Equipment shall have temporary registrations valid until the Department can get the Equipment registered.
- Each machine will have a valid State of Maine inspection sticker for the duration of the rental

The Department will provide the following:

Insurance.

Daily fuel, oil and grease.

TRACK EXCAVATOR: 38,000 – 43,000

The excavator specifications and terms are as follows:

- Excavators operating weight shall be not less than 38,000 pounds and not more than 43,000 pounds.
- Excavators shall be no older than three years nor have more than 3000 hours.
- Each excavator shall come with a ¾ yd. digging and 60” tilt swivel clean up bucket.
- Excavator transport width shall not exceed 8’6”.
- Excavators shall have air conditioning, number plate bracket and strobe light.
- Excavators shall be equipped with street pads.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- The Contractor shall provide to the Department, a completed Lessor’s certificate a minimum of 3 weeks prior to delivery. Equipment shall have temporary registrations valid until the Department can get the Equipment registered.
- Each machine will have a valid State of Maine inspection sticker for the duration of the rental

The Department will provide the following:

Insurance.

Daily fuel, oil and grease.

RUBBER TIRED EXCAVATORS

This work consists of providing all equipment, preventative maintenance on a scheduled basis and service calls when needed.

The excavator specifications and terms are as follows:

- Excavators operating weight shall be not less than 38,000 pounds and not more than 40,000 pounds.
- Excavators shall be no older than one year nor have more than 1500 hours.
- Each excavator shall come with a $\frac{3}{4}$ yd. digging and 60" tilt swivel clean up bucket.
- Excavators shall have air conditioning, number plate bracket and strobe light.
- Each machine will have a rear dozer blade and front out riggers.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- The Contractor shall provide to the Department, a completed Lessor's certificate a minimum of 3 weeks prior to delivery. Equipment shall have temporary registrations valid until the Department can get the Equipment registered.
- Each machine will have a valid State of Maine inspection sticker for the duration of the rental

The Department will provide the following:

Insurance.

Daily fuel, oil and grease.

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

TRACKED EXCAVATORS

SECTION 1

Region 1 (Southern)

Description	Quantity of Excavators (Each)	Duration (Months)
Track excavator 26,000 – 32,000 Lb 5/2/2012 thru 11/1/2012	2	6

SECTION 2

Region 2 (Midcoast)

Description	Quantity of Excavators (Each)	Duration (Months)
Track excavator 26,000 – 32,000 Lb 5/1/2012 thru 10/31/2012	3	6
Track excavator 26,000 – 32,000 Lb 5/1/2012 thru 8/31/2012	1	4
Track excavator 18,000 – 24,000 Lb 5/1/2012 thru 8/31/2012	1	4

SECTION 3

Region 3 (Western)

Description	Quantity of Excavators (Each)	Duration (Months)
Track excavator 26,000 – 32,000 Lb 5/14/2012 thru 10/12/2012	3	5

SECTION 4
Region 4 (Eastern)

Description	Quantity of Excavators (Each)	Duration (Months)
Track excavator 26,000 – 32,000 Lb 5/14/2012 thru 9/13/2012	2	4
Track excavator 26,000 – 32,000 Lb 6/18/2012 thru 10/17/2012	2	4

SECTION 5
Region 5 (Northern)

Description	Quantity of Excavators (Each)	Duration (Months)
Track excavator 26,000 – 32,000 Lb 6/4/2012 thru 10/3/2012	1	4
Track excavator 26,000 – 32,000 Lb 6/18/2012 thru 10/4/2012	1	3.5

SECTION 6
Region 5 (Northern)

Track excavator 38,000 – 43,000 Lb 6/18/2012 thru 10/4/2012	1	4
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RUBBER TIRED EXCAVATORS

SECTION 7

Region 5 (Northern)

Description	Quantity of Excavators (Each)	Duration (Months)
Wheeled excavator 38,000 - 40,000 Lb 6/4/2012 thru 10/3/2012	1	4
Wheeled excavator 38,000 - 40,000 Lb 6/18/2012 thru 10/4/2012	1	3.5

General The Department reserves the right, at the time of delivery, to inspect the equipment and reject because of condition. In the case of repetitive breakdowns during operation, the Contractor will have the option to replace the equipment with another equivalent unit.

The Contractor shall perform all repairs, service and scheduled maintenance, except damage caused by the Department. All costs for labor, equipment and materials required to perform the work will not be paid for directly, and will be considered incidental to the Equipment Rental pay item(s). The Department will provide fuel, oil and grease. If a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the Department, the Contractor will make sufficient repairs within three working days of the initial call by the Department. For those repairs taking longer than 3 working days, a replacement piece of equivalent equipment with temporary registration shall be provided, if possible. For each piece of equipment requiring repairs due to normal operation and unable to operate safely more than 3 working days during the month, the Contractor may furnish a replacement with temporary registration or if a replacement is not furnished, the Department may choose to extend the return date by an equivalent duration or choose to receive a credit. The credit will be deducted from the monthly rental for the number of days, in excess of one, that the equipment was unable or unsafe to operate computed at the Unit Price per month per each given in the Schedule of Items calculated in accordance with section "Measurement and Payment" below.

Changes The Department may return Equipment early, extend the duration, 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. The Contractor shall be paid for actual quantities in place and Accepted at the Unit Prices contained in the Contractor's Bid. The Contractor accepts such payment as full and complete compensation. If the duration for any Equipment Rental item is reduced from the estimated quantities contained in the Bid Documents by more than 25%, then the Department may increase or decrease the Unit Price of such item using the extra work process. If alternative dates are mutually agreed upon and quantities are not reduced, there will be no change in the Unit Price.

Measurement and Payment Equipment Rental will be measured per machine by the month which shall be payment in full for furnishing equipment and all materials, labor and equipment to satisfactorily perform repairs, service and scheduled maintenance. A month is defined as a time lasting from a date in one calendar month until the same date in the next calendar month. The initial day of the month will be the day of the month on which each piece of Equipment was delivered and will be considered the billing start date. In the event that the Department has a piece of equipment for a period that cannot be measured in whole months, the portion of the month will be measured in accordance with the table below.

Portion	Measurement	Payment
1 – 7 days	0.25	(0.25)(monthly unit bid price)
8 – 14 days	0.50	(0.50)(monthly unit bid price)
15 – 21 days	0.75	(0.75)(monthly unit bid price)
22 – 31 days	1.0	(1.0)(monthly unit bid price)

If the Contractor delivers a piece of equipment later than the scheduled date, the Department at its choice may extend the return date to get the full period or reduce payment by the time not in possession. If the Contractor fails to pick up a piece of equipment as scheduled, the additional time will not be measured for payment.

The Contractor shall deliver the equipment and pick the equipment up from Region 5. The Contractor shall contact the Region a minimum of two days prior to delivery for delivery coordination. The Contractor shall deliver the equipment only during the following times: Monday through Friday, 7:00 AM through 3:30 PM except deliveries may not be made on holidays nor government closure days. Delivery to the Region will not be measured for payment and will be considered incidental to the Equipment Rental pay item(s). Regions 1, 2, 3 & 4 will pick up and deliver the excavators.

The accepted quantities of Equipment Rental will be paid for at the contract Unit Price for each type of equipment per month per each for each month furnished plus the portion payment as shown on the table above. Payment shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these specifications.

The Department will pay for Extra Work such as additional attachments and damage repair by written Contract Modification in accordance with Section 109.7 Equitable Adjustments to Compensation and 109.8 Contract Modification.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
631.60 Equipment Rental – Excavator Track 26,000-32,000	Calendar Month
631.60 Equipment Rental – Excavator Track 18,000-24,000	Calendar Month
631.60 Equipment Rental – Excavator Track 38,000-43,000	Calendar Month
631.60 Equipment Rental – Excavator Wheeled 38,000-40,000	Calendar Month

SPECIAL PROVISION
SECTION 108
PAYMENT
(Payment)

Payment The Department will estimate the amount of Work performed at least monthly and make payment based upon such estimates. No such estimates or payment will be made if, in the judgment of the Resident, the Work is not proceeding in accordance with the provisions of the Contract.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices
- B. Repetitive Breakdowns
- C. Equipment rejected due to condition
- D. Damage to a third party,
- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- G. Regulatory non-compliance or enforcement,
- H. All other causes that the Department reasonably determines negatively affect the State's interest.

SPECIAL PROVISIONS
SPECIAL PROVISIONS SECTION 102
BIDDING

102.1.1 Basic Requirements Change the first sentence from: "...(A) comply with the Prequalification Procedure adopted by the department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department..." to "(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department..."

102.6 Bid Guaranty Delete the entire section 102.6

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 complete Acknowledgement of Bid Amendment form, the complete schedule of items, 2 copies of the completed Agreement, Offer, & Award form and any Certifications or Bid Requirements listed in the Bid Book.

SPECIAL PROVISIONS 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".

Delete the entire section 103.4 Notice of Award and replace with the following:

The Department has 30 days following the Bid Opening to notify the Apparent Low Bidder of the Intent to Award and any pre-execution conditions or to execute the Contract.

130.5.1 Performance and Payment Bonds Delete the entire section 103.5.1

103.5.4 Execution of Contract By Bidder Delete the entire section 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 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 the Notice of Award.

SPECIAL PROVISION SECTION 108
PAYMENT

108.3 Retainage Delete the entire section 108.3.

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.