

**ATHEY LOADER
EQUIPMENT RENTAL
With Operator**

REGIONS 1, 2, 3, 4 & 5

2012

MAINTENANCE & OPERATIONS

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. the completed Appendix A or separate attachment with required bid information
 - b. two (2) copies of the completed and signed Private Equipment Rental Agreement – With an Operator form
3. Bids may be delivered directly to the MaineDOT headquarters located at 24 Child Street, Augusta. If a paper Bid is to be hand carried to the DOT Headquarters, deliver directly to the Reception Desk using the “Public Entrance” which is located on the Capitol Street side of the MaineDOT Headquarters Building in Augusta. Hand-carried Bids may be in one envelope, and should be marked with the following information:
 - Bid Enclosed - Do Not Open
 - Title:
 - Date of Bid Opening:
 - Name of Contractor
4. Bid packages may also be mailed to Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. If a bid is to be sent express or overnight delivery, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the MaineDOT Headquarters Building, 24 Child Street, Augusta, ME. Other means, such as U. S. Postal Service’s Express Mail has proven not to be reliable. All Bid Packages which are mailed or sent overnight delivery, 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:
 - 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:
 - Date of Bid Opening:
 - Name of Contractor:
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. All questions and requests for information must be made in writing on the Request for Information form and 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. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

**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 "Bids for Athey Loader Rental with Operator, Region 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 May 9, 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: Athey Loader Rental with Operator

Location: Regions 1 thru 5

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 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 Office in Scarborough. 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
April 25, 2012



Rhonda Fletcher
Asst. Director
Bureau of Maintenance & Operations

MAINE DEPARTMENT OF TRANSPORTATION
Private Equipment Rental Agreement – With an Operator

Published Rates Quoted Rates Bid Rates

Expiration Date: _____

This Private Equipment Rental Agreement (hereinafter referred to as “Contract”) is entered into by and between the **DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as “MaineDOT”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, and _____, a corporation or other legal entity (hereinafter referred to as “Contractor”). The following attachments are hereby incorporated into this Contract by reference:

Appendix A –Equipment and Operator Rates

MaineDOT and the Contractor, hereby agree that the Contractor shall provide the equipment described in Appendix A and a licensed experienced operator to perform construction and maintenance services (hereinafter referred to as “Contract Work”) as requested and directed by MaineDOT and in accordance with the terms and conditions set forth below. This Contract is not a guarantee of work; Contractor shall be hired on an as needed basis during the term of this Contract.

1. **Work & Term.** The Contractor agrees to provide the equipment listed in Appendix A for use on

- MaineDOT work in Region(s) _____
- MaineDOT project WIN/Town/Title _____.

This Contract becomes effective on the date last signed by MaineDOT and constitutes the earliest date for which work may commence. The term of the Contract will continue until _____ or through the end of the calendar year, whichever comes first. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

2. **Equipment.** Contractor shall be responsible for all fuel, grease, oil, maintenance, servicing, operation, protection required for their equipment, in addition to mobilization and all other incidentals. Contractor shall provide for the required vehicle insurance, registration and licensing of any equipment used to perform the services herein.

3. **Contact Information.** All correspondence and reports will be sent to the individual below.

Contractor:
Attn: _____

Vendor Code: _____
Tel: _____
E-mail: _____
FAX: _____

4. **Standard of Care and Correction of Errors.** Contractor hereby represents and warrants that the Contractor and its employees have the requisite skills, and expertise to perform all Contract Work using the accepted standards of care in the Contractor's profession or occupation. If MaineDOT finds either the equipment or the operator to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the project schedule. If Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire a new Contractor to complete the work.

5. **Insurance Requirements.**

Contractor Procured Insurance. Signed, valid, and enforceable Certificates of Insurance shall be provided to the MaineDOT upon execution of the Contract and whenever said policies are renewed thereafter during the period of the Contract. All insurance coverage must be provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect during such times as Contract obligations exist. Any requests for waivers, to the requirements below, shall be submitted to the MaineDOT's Contract Procurement Office.

Commercial General Liability Insurance. The Contractor and Sub-contractor(s) shall purchase and maintain a policy of Commercial General Liability or other coverage affording equal or greater protection as determined by the Department, in an amount not less than \$400,000 per occurrence and not less than \$2,000,000 in the aggregate. Such policy shall include products and completed operations as well as contractual liability coverage.

Automobile Liability Insurance. The Contractor and Sub-contractor(s) shall carry Automobile Liability insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project. The limit of liability under this section shall be no less than \$400,000 per occurrence.

Workers' Compensation Insurance. Contractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer in accordance with the requirements of the laws of the State of Maine.

6. **Rates.** MaineDOT will pay the published "Private Equipment Rates" found at www.state.me.us/mdot/community-programs/laborrates.php. Rates for equipment not included in or different from those published by MaineDOT will be determined by bid or quote and paid at the attached rates in Appendix A. Any rate so determined shall be considered to be unique and therefore, not a basis for making changes in the published rates. Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

7. **Assignments.** For work not paid at published rates, work will be assigned under these agreements according to the following process: The Contractor with the lowest rate for the particular Equipment with the appropriate attachments and capabilities (the "Assignment") will have first option to furnish the equipment. If this Contractor is unable to accept the work, then the Department will contact the firm that submitted the next lowest rate to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment.

8. **Termination and Failure to Perform.** If, a Contractor fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the Department may issue a written warning. If the Contractor subsequently fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. Any person employed by the Contractor, who, in the opinion of the Department, is intemperate or disorderly or jeopardizes safety of any person or the Project shall be removed immediately by the Contractor. The employee shall not be employed again in any portion of the Work without prior

approval from the Department. All persons employed by or through the Contractor, shall have sufficient skill and experience to perform the Work properly. The Department may terminate this Contract with or without cause upon 7 days written notice.

9. **Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from:
 - a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement;

The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

10. **Project Records.** Records shall be available for review by the MaineDOT or its designee, for a period of three (3) years following final payment. The Contractor shall keep records in such form as may be easily audited.

Contractor shall be required to complete a Daily Rental Report, and must attest to the accuracy of the quantity of equipment, and duration of use. This Report must be signed by a MaineDOT representative and remain on site. If no Report is completed, accepted quantities of equipment rental will be determined by the MaineDOT.

11. **Representations.** By signing below, the Contractor hereby represents that to the best of the Contractor's knowledge and belief:
 - a. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
 - b. 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 this Contract.
12. **Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.
13. **Governing Law.** This Contract shall be governed by the laws of the Federal Government and the State of Maine. Contractor shall comply with all applicable federal, state, and local laws, including all applicable OSHA laws and regulations.
14. **Entire Contract.** This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002, Sections 101, 102, & 103 and this agreement will be governed by the documents listed above. This document cannot be changed except through the execution of a written modification.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

The person signing below is legally authorized to sign this contract on behalf of the Contractor and to legally bind the Contractor to the terms above.

For Contractor:

(Print Name)

(Authorized Signature)

(Date)

For Maine Department of Transportation:
(Region Manager, Superintendent or TOM only)

(Region)

(Approval Signature)

(Printed Signature & Title)

(Date)

MAINE DEPARTMENT OF TRANSPORTATION
Rental Rates for Equipment with an Operator
Appendix A

Contractor Name: _____

Equipment & Rates Attached

Equipment Description & Capacity	Rental Rates					Insert ✓ if rate provided is not a MaineDOT published rate
	Hourly Rates	Daily Rates	Weekly Rates	Monthly Rates		
Athey Loader Region 1						✓
Athey Loader Region 2						✓
Athey Loader Region 3						✓
Athey Loader Region 4						✓
Athey Loader Region 5						✓

MAINE DEPARTMENT OF TRANSPORTATION
Private Equipment Rental Agreement – With an Operator

Published Rates Quoted Rates Bid Rates

Expiration Date: _____

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Appendix A –Equipment and Operator Rates

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1. **Work & Term.** The Contractor agrees to provide the equipment listed in Appendix A for use on

- MaineDOT work in Region(s) _____
- MaineDOT project WIN/Town/Title _____.

This Contract becomes effective on the date last signed by MaineDOT and constitutes the earliest date for which work may commence. The term of the Contract will continue until _____ or through the end of the calendar year, whichever comes first. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

2. **Equipment.** Contractor shall be responsible for all fuel, grease, oil, maintenance, servicing, operation, protection required for their equipment, in addition to mobilization and all other incidentals. Contractor shall provide for the required vehicle insurance, registration and licensing of any equipment used to perform the services herein.

3. **Contact Information.** All correspondence and reports will be sent to the individual below.

Contractor:
Attn: _____

Vendor Code: _____
Tel: _____
E-mail: _____
FAX: _____

4. **Standard of Care and Correction of Errors.** Contractor hereby represents and warrants that the Contractor and its employees have the requisite skills, and expertise to perform all Contract Work using the accepted standards of care in the Contractor's profession or occupation. If MaineDOT finds either the equipment or the operator to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the project schedule. If Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire a new Contractor to complete the work.

5. **Insurance Requirements.**

Contractor Procured Insurance. Signed, valid, and enforceable Certificates of Insurance shall be provided to the MaineDOT upon execution of the Contract and whenever said policies are renewed thereafter during the period of the Contract. All insurance coverage must be provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance. Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect during such times as Contract obligations exist. Any requests for waivers, to the requirements below, shall be submitted to the MaineDOT's Contract Procurement Office.

Commercial General Liability Insurance. The Contractor and Sub-contractor(s) shall purchase and maintain a policy of Commercial General Liability or other coverage affording equal or greater protection as determined by the Department, in an amount not less than \$400,000 per occurrence and not less than \$2,000,000 in the aggregate. Such policy shall include products and completed operations as well as contractual liability coverage.

Automobile Liability Insurance. The Contractor and Sub-contractor(s) shall carry Automobile Liability insurance covering the operation of all motor vehicles including any which are rented, leased, borrowed or otherwise used in connection with the project. The limit of liability under this section shall be no less than \$400,000 per occurrence.

Workers' Compensation Insurance. Contractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer in accordance with the requirements of the laws of the State of Maine.

6. **Rates.** MaineDOT will pay the published "Private Equipment Rates" found at www.state.me.us/mdot/community-programs/laborrates.php. Rates for equipment not included in or different from those published by MaineDOT will be determined by bid or quote and paid at the attached rates in Appendix A. Any rate so determined shall be considered to be unique and therefore, not a basis for making changes in the published rates. Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

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approval from the Department. All persons employed by or through the Contractor, shall have sufficient skill and experience to perform the Work properly. The Department may terminate this Contract with or without cause upon 7 days written notice.

9. **Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from:
 - a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement;

The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.

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 - a. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
 - b. 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 this Contract.
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13. **Governing Law.** This Contract shall be governed by the laws of the Federal Government and the State of Maine. Contractor shall comply with all applicable federal, state, and local laws, including all applicable OSHA laws and regulations.
14. **Entire Contract.** This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002, Sections 101, 102, & 103 and this agreement will be governed by the documents listed above. This document cannot be changed except through the execution of a written modification.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

The person signing below is legally authorized to sign this contract on behalf of the Contractor and to legally bind the Contractor to the terms above.

For Contractor:

(Print Name)

(Authorized Signature)

(Date)

For Maine Department of Transportation:
(Region Manager, Superintendent or TOM only)

(Region)

(Approval Signature)

(Printed Signature & Title)

(Date)

MAINE DEPARTMENT OF TRANSPORTATION
Rental Rates for Equipment with an Operator
Appendix A

Contractor Name: _____

Equipment & Rates Attached

Equipment Description & Capacity	Rental Rates					Insert ✓ if rate provided is not a MaineDOT published rate
	Hourly Rates	Daily Rates	Weekly Rates	Monthly Rates		
Athey Loader Region 1						✓
Athey Loader Region 2						✓
Athey Loader Region 3						✓
Athey Loader Region 4						✓
Athey Loader Region 5						✓

SPECIAL PROVISIONS

Athey Loader

This work consists of furnishing and operating equipment when as needed by the MaineDOT.

ATHEY LOADER:

Equipment

- Machine will be a rubber tired belt loader. This machine will be capable of loading 12 yard trucks and handling ditching windrowed out by a grader.

Schedule The Contractor shall provide and operate the equipment intermittently, as needed by the MaineDOT. The MaineDOT will notify the Contractor at least 24 hours prior to scheduled contract work.

Measurement and Payment Equipment rental will be measured by the hour to the nearest ¼ hour. Time spent moving to and from the site, servicing and maintaining will not be measured for payment. Equipment rental will be measured for payment beginning no earlier than the show up time directed by the MaineDOT and end when equipment rental contract work is done for the day. If scheduled equipment rental contract work is not cancelled prior to 5 pm on the preceding day, the MaineDOT may pay the Contractor for 2 hours for showing up. The accepted quantities of equipment hours will be paid for at the contract unit price per hour, with no additional payment for overtime.

Bidding As a minimum. The Bidder will submit a bid Package consisting of the completed Appendix A or a separate attachment listing equipment description, capacity and rates, 2 copies of the completed and signed Private Equipment Rental – With an Operator form and any Certifications or Bid Requirements listed in the Bid Book.

Award and Contracting 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 and that the equipment is acceptable to the MaineDOT.

The properly completed and signed Private Equipment Rental – With an Operator 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 Private Equipment Rental – With an Operator form and execute the Contract.