EXCAVATORS
&
DOZERS

ON CALL EQUIPMENT RENTAL
Without Operator

REGIONS 1, 2, 3, 4 & 5

2014

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:

   For a Paper 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 – Without an Operator form

   For an Electronic Bid:
   a. a completed Bid submitted via the Bid Express™ web- based service
   b. any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

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 Iler** 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.

January 19, 2012
Supersedes September 09, 2011

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 Gail Iler at gail.iler@maine.gov or Brian Burne at brian.burne @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.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone: (_____)**_____
Bid Date: _____ **Fax: (_____)**_____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By:_____ Date: _____

MaineDOT is making this bid opportunity available on the ***bidexpress.com*** website. Bid Express is an internet-based online service that allows bidders to save time and money by submitting their bids electronically for a fee of just $25 per solicitation. Monthly subscriptions are also available to subscribers who may bid electronically on several solicitations within a month. In an effort to further encourage bidders to utilize this service, MaineDOT has committed to reimburse the $25 fee for any bidder that submits a bid to this solicitation using Bid Express.

It is important to note that the Bid Express service is NOT the same service that MaineDOT uses for its construction projects (bidx.com). While the services are offered by the same company, the sites are vastly different in how they function. Potential bidders are encouraged to view the Bid Express Quick Start Guide provided on the following pages.

For any additional questions, please contact the Bid Express customer support team. The team can be reached by phone at 888-352-BIDX (2439) or by email at support@bidexpress.com.

BidExpress.com Contractor

Bid Express™
Secure Internet Bidding

quick start guide

How to register and get your digital ID...

1. To complete the registration process for your company, go to www.bidexpress.com and click the grey FREE VENDOR SIGNUP button at the top right of the page.

2. Verify that the agency you wish to bid to is featured on the page. If so, click the blue CONTINUE REGISTRATION button in the pop-up window that appears.

3. Enter your name in the First Name and Last Name fields. This name will appear on the digital ID application for your company. Type in your email address.

4. This email address will become your username for the account and be where all email notifications from the agencies with which you bid will be received.

5. Create a secure password for your account. The password must be at least eight characters long and contain at least one capital letter, one number, and one symbol. Choose your local time zone from the drop down and then agree to the Terms of Agreement and Acceptable Use Policy at the bottom of the registration page and click the green REGISTER button. The Bid Express service sends a registration confirmation email to the address entered as the username.

6. Click the link in the email. Enter the password you used on the registration page in the Password field and click ACTIVATE. The Bid Express service displays the HOME tab where you create your company.

7. On the Bid Express home page, click Create Business. A Create New Vendor Business pop-up window appears. Enter your company name, the address, state, postal code, and phone number. Also, choose your Payment Approach. If you plan to bid more than once or twice a month, choose the monthly subscription of $50.00/month. If you plan to only occasionally bid, select the pay as you go feature at $25/per solicitation. The Payment Approach can be updated at any time. *Note that we do not prorate and bill on the first of every month regardless of when your account was created.* If you are joining a business that has already been created, click Join Business then type in the business name to find it. Once you select a business, your business manager must approve you before you can move forward in the process.

8. Click INSTALL SIGN TOOL. Note that you will have to install the sign tool on every computer you wish to set up for bidding. Once installed, close your internet browser and start it back up.

9. Click the blue Generate Digital ID link. This will walk you step by step through creating a digital ID for your company. Digital IDs are the electronic equivalent of a person's signature.

10. The Bid Express Digital ID Generation screen displays. Make sure the information is correct. Click the green SUBMIT button.

OVER

11. The wizard will load and then prompt you to back up your new digital ID. Click BACKUP, then enter a password for the backup file of your digital ID in the Password and Verify Password fields. *This password will be used when uploading the digital ID to another computer for bidding.* Do not forget this password, as there is no way for the Bid Express team to retrieve or reset it. Click OK.

12. Save the digital ID backup file to a memory stick, CD, company server, or other secure location outside of this computer for safe keeping.

13. Add the signer's name to the file name from Bid Express Digital ID.pfx so it will more recognizable when used for importing the backup file, (eg. John_Smith_Digital_ID.pfx). This will ensure you do not confuse your company's other digital IDs. Once you have entered the digital ID name and location, click SAVE. The Bid Express service returns you to the Bid Express Digital ID Generation window. Click NEXT.

14. Print a copy of the new registration page to have signed/notarized and mailed to our Customer Support team; *the address will be on the page*. NOTE: Customer Support must receive this page for processing before the due date of the job you wish to bid. When you have finished printing the document, close the print window and click FINISH.

15. When your digital ID is activated, the red digital ID field on the home page of your new account will disappear and you will be able to begin purchasing and bidding on solicitations posted by the agencies with which you work.

How to bid...

1. To select a solicitation to bid, click on the Solicitations tab at the top of the screen. Find the solicitation from the list; if you have a keyword for the job, type it in the search box to the top right.

2. Click on the blue job name. When you've determined you want to bid the job, click the green Select for Bidding button at the top right. You can then put in your purchasing information if you have a pay as you go account, or if you have a monthly subscription you will need to click on the shopping cart icon at the top right and purchase the monthly subscription.

3. As you are working, make sure to click Save Draft as you work. When the bid is ready for submission, simply click the green Submit Bid button at the top. The job will submit and you will receive an email for your bid submission receipt.

***Note:* If you want to create a Joint Venture Digital ID for bidding, follow the steps above from the beginning. You will need to create a seperate account for the Joint Venture because our system will see it as a seperate company entirely.**

Where to get help...

If you need assistance with the Bid Express web site, our customer support team is available to help. Support specialists are available by phone Monday through Friday from 7:00 am to 8:00 pm eastern time (excluding major U.S. holidays). The phone number for customer support is (352) 381-4888 or toll free (888) 352-BIDX (2439). Customer support voice mail and email can be reached 24 hours a day, 7 days a week. The email address is support@bidexpress.com. The goal of the customer support team is to respond promptly to each user and get you back to business fast.

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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

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 **Excavator and Dozer Equipment Rental without Operator** in **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 June 18, 2014 and at that time and place publicly opened and read. Bids will be accepted from all bidders. **We now accept electronic bids for those bid packages posted at http:// www.BIDEXPRESS,com. Electronic bids do not have to be accompanied by paper bids. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence**. All responsive bidders may be required demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Excavator and Dozer Equipment Rental without Operator

Location: In Regions 1-5

Outline of Work: Excavators and Dozers without operators.

Basis of Award: The Department and each responsive, responsible bidder who meets the requirements and specifications of this proposal may enter into a Contract to provide excavators and dozers without operators for use on construction and maintenance work on an as needed basis for equipment not included in or rates greater than the published "Private Equipment Rates" found at http://www.maine.gov/mdot/csd/laborrates.htm by MaineDOT. The Contractor with the lowest rate for the particular equipment in the equipment category with the appropriate attachments and capabilities will have first option to furnish the equipment.

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 Iler** 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. TTY users call Maine Relay 711.

Bid Documents, 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]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. 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
May 28, 2014

Brian Burne
Highway Maintenance Engineer
Bureau of Maintenance & 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)

TEDOCS No. _____

MATS No. _____

MAINE DEPARTMENT OF TRANSPORTATION

On Call Excavators and Dozers

Private Equipment Rental Agreement – Without an Operator

☒ Bid Rates

Expiration Date: December 31, 2014

This Private Equipment Rental Agreement (hereinafter referred to as "**Contract**") is entered into by and between the **MAINE 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 –Rental Rates for Equipment without an Operator

MaineDOT and the Contractor, hereby agree that the Contractor shall provide the equipment described in Appendix A 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; Equipment 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) _____ Area(s)_____

   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 the end of the calendar year. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

2. **Equipment.** The Contractor shall provide for the required registration, inspection and licensing of any equipment.

3. **Standard of Care and Correction of Errors.** If MaineDOT finds the equipment to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the project schedule. If the Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire another Contractor to furnish the equipment.

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

Contractor:

Attn: _____

_____

_____

_____

Vendor Code: _____

Tel: _____

E-mail: _____

FAX: _____

5. **Use and Maintenance.** MaineDOT will use due care in the use of the equipment and will maintain it in good working order and condition. Any major maintenance shall be provided by the Contractor.

6. **Risk of Loss or Damage.** MaineDOT assumes all risks of loss, and damage to the equipment that occurs during the term of this agreement, and will arrange for all the necessary repairs and replacements needed to return the equipment to the Contractor in the same condition, less normal wear and tear, that it was in when picked-up/delivered. MaineDOT will only permit licensed, competent employees to operate the equipment.

7. **Rates.** MaineDOT will pay rates at or below the published "Private Equipment Rates" found at www.maine.gov/mdot/csd/laborrates.htm. Rates greater than published rates will only be paid when suitable equipment and operators are not available at or below published rates. Rates for equipment not included in or greater than those published by MaineDOT will be determined by bid and paid at the attached rates in Appendix A in accordance with the process in Section 8. "Assignments". 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. Accepted hours of use and quantities of rental equipment will be determined by the MaineDOT unless the Contractor and the MaineDOT agree to another method of measurement.

8. **Assignments.** For work paid at greater than the published rates, work will be assigned under these agreements according to the following process: The Contractor with the lowest bid 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 Assignment, then the MaineDOT will contact the firm that submitted the next lowest bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until an Contractor accepts the Assignment.

9. **Termination and Failure to Perform.** If, an Contractor accepts an assignment and then fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the MaineDOT 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 MaineDOT reserves the right to immediately terminate the Contract by written Notice of Termination. The MaineDOT may terminate this Contract with or without cause upon 7 days written notice.

10. **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.

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.

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 without an Operator
On Call Excavators and Dozers
Appendix A

Contractor Name: _____

For a paper bid:

Contractors should attach an Equipment & Rate List containing all of the required information or fill out the form below. Contractors may bid one or more regions or a portion of a region. ☐ Equipment & Rates Attached

The Department will reject bids if any one of the following occurs:

a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
b) the Bid is not signed
c) the unit price for any item is not provided or is unreadable
d) the Bid contains any irregularities, such as: Transportation and fees must be included in the monthly rental rate and may not be separately quoted, or any handwritten changes may not be made to the contract.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions.

Excavator or Dozer	Operating Weight	Horsepower	Equipment Description, Make, Model, Bucket, Capacity, Attachments	Region(s) or Area and region	Hourly Rental Rate	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate

Contracts will be executed for equipment listed in these bid documents. Rates furnished for additional pieces of equipment will not be used by the Department.

TEDOCS No. _____

MATS No. _____

MAINE DEPARTMENT OF TRANSPORTATION

On Call Excavators and Dozers

Private Equipment Rental Agreement – Without an Operator

☒ Bid Rates

Expiration Date: December 31, 2014

This Private Equipment Rental Agreement (hereinafter referred to as "**Contract**") is entered into by and between the **MAINE 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 –Rental Rates for Equipment without an Operator

MaineDOT and the Contractor, hereby agree that the Contractor shall provide the equipment described in Appendix A 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; Equipment 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) _____ Area(s)_____

   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 the end of the calendar year. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

2. **Equipment.** The Contractor shall provide for the required registration, inspection and licensing of any equipment.

3. **Standard of Care and Correction of Errors.** If MaineDOT finds the equipment to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the project schedule. If the Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire another Contractor to furnish the equipment.

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

Contractor:

Attn: _____

_____

_____

_____

Vendor Code: _____

Tel: _____

E-mail: _____

FAX: _____

5. **Use and Maintenance.** MaineDOT will use due care in the use of the equipment and will maintain it in good working order and condition. Any major maintenance shall be provided by the Contractor.

6. **Risk of Loss or Damage.** MaineDOT assumes all risks of loss, and damage to the equipment that occurs during the term of this agreement, and will arrange for all the necessary repairs and replacements needed to return the equipment to the Contractor in the same condition, less normal wear and tear, that it was in when picked-up/delivered. MaineDOT will only permit licensed, competent employees to operate the equipment.

7. **Rates.** MaineDOT will pay rates at or below the published "Private Equipment Rates" found at www.maine.gov/mdot/csd/laborrates.htm. Rates greater than published rates will only be paid when suitable equipment and operators are not available at or below published rates. Rates for equipment not included in or greater than those published by MaineDOT will be determined by bid and paid at the attached rates in Appendix A in accordance with the process in Section 8. "Assignments". 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. Accepted hours of use and quantities of rental equipment will be determined by the MaineDOT unless the Contractor and the MaineDOT agree to another method of measurement.

8. **Assignments.** For work paid at greater than the published rates, work will be assigned under these agreements according to the following process: The Contractor with the lowest bid 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 Assignment, then the MaineDOT will contact the firm that submitted the next lowest bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until an Contractor accepts the Assignment.

9. **Termination and Failure to Perform.** If, an Contractor accepts an assignment and then fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the MaineDOT 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 MaineDOT reserves the right to immediately terminate the Contract by written Notice of Termination. The MaineDOT may terminate this Contract with or without cause upon 7 days written notice.

10. **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.

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.

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 without an Operator
On Call Excavators and Dozers
Appendix A

Contractor Name: _____

For a paper bid:

Contractors should attach an Equipment & Rate List containing all of the required information or fill out the form below. Contractors may bid one or more regions or a portion of a region. ☐ Equipment & Rates Attached

The Department will reject bids if any one of the following occurs:

a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
b) the Bid is not signed
c) the unit price for any item is not provided or is unreadable
d) the Bid contains any irregularities, such as: Transportation and fees must be included in the monthly rental rate and may not be separately quoted, or any handwritten changes may not be made to the contract.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions.

Excavator or Dozer	Operating Weight	Horsepower	Equipment Description, Make, Model, Bucket, Capacity, Attachments	Region(s) or Area and region	Hourly Rental Rate	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate

Contracts will be executed for equipment listed in these bid documents. Rates furnished for additional pieces of equipment will not be used by the Department.

SPECIAL PROVISIONS
EXCAVATORS

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

The Department and each responsive, responsible bidder who meets the requirements and specifications of this proposal may enter into a Contract to provide excavators and dozers without operators for use on construction and maintenance work on an as needed basis. The Contractor with the lowest rate for the equipment in the equipment category with the appropriate attachments and capabilities will have first option to furnish the equipment.

Equipment The equipment specifications and terms are as follows:

Tracked Excavators – 35,000 – 46,300 (Regions 1, 2 and 5 only)

- Excavators operating weight shall be not less than 35,000 pounds and not more than 46,300 pounds.
- Each excavator shall come with a digging bucket.
- Some excavators shall come with a digging bucket and a tilt swivel clean up bucket as requested by MaineDOT.
- Excavators shall have a 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.
- Excavators furnished for Region 1 shall be no older than five years.

Tracked Excavators – 46,300 – 65,000

- Excavators operating weight shall be not less than 46,300 pounds and not more than 65,000 pounds.
- Each excavator shall come with a digging bucket.
- Some excavators shall come with a digging bucket and a tilt swivel clean up bucket as requested by MaineDOT.
- Excavators shall have a 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.
- Excavators furnished for Region 1 shall be no older than five years.

Tracked Excavators – 65,000 – 90,000

- Excavators operating weight shall be not less than 65,000 pounds and not more than 90,000 pounds.
- Each excavator shall come with a digging bucket.

- Some excavators shall come with a digging bucket and a tilt swivel clean up bucket as requested by MaineDOT.
- Excavators shall have a 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.

Tracked Excavators – 90,000 – 105,000

- Excavators operating weight shall be not less than 90,000 pounds and not more than 105,000 pounds.
- Each excavator shall come with a digging bucket.
- Excavators shall have a 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.

Tracked Excavators with Hydraulic Hammer

- Excavators operating weight shall be not less than 54,000 pounds.
- Excavator shall come equipped with a hydraulic hammer with chisel point well matched for breaking ledge in roadside ditches and outcrops not less than 5,500 LB.
- Excavators shall have a strobe light.
- Excavators shall be equipped with street pads.

Rubber Tired Excavators with 360° rotary attachment

- Excavators operating weight shall be not less than 35,000 pounds and not more than 45,000 pounds.
- Each excavator shall come with a clean up bucket and 360° rotary attachment between the stick and the clean up bucket.
- Excavators shall have a strobe light.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- Excavators shall have valid registration and inspection sticker.
- Some excavators will have a rear dozer blade.
- Excavators furnished for Region 1 shall be no older than five years.

Rubber Tired Excavators

- Excavators operating weight shall be not less than 35,000 pounds and not more than 45,000 pounds.
- Each excavator shall come with tilt swivel clean up bucket.
- Excavators shall have a strobe light.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- Excavators shall have valid registration and inspection sticker.

Crawler Bulldozers – 25,000 – 40,000

- Bulldozer operating weight shall be not less than 25,000 pounds and not more than 40,000 pounds and engine horsepower must be greater than 130HP.

Crawler Bulldozers – 40,000 – 70,000

- Bulldozer operating weight shall be not less than 40,000 pounds and not more than 70,000 pounds.

Crawler Bulldozers – 70,000 – 90,000

- Bulldozer operating weight shall be not less than 70,000 pounds

Areas and Regions The Northern Region is broken into 3 geographic areas.

Area 1 - Northern Aroostook Area- Include building assets assigned to crews in Fort Kent, Madawaska, Van Buren and all out lying towns in this area

Area 2 – Central Aroostook Area – Include building assets assigned to crews in Caribou, Presque Isle, Ashland, Houlton and all out lying towns in this area.

Area 3 - Southern Area- Include building assets assigned to crews in Topsfield, Medway, Oakfield and all out lying towns in this area.

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

Performance The MaineDOT reserves the right, at the time of delivery, to inspect the equipment and reject because of condition, and the Contractor will have the option to replace the equipment with another acceptable, equivalent unit or the MaineDOT will assign the Work to another Contractor. In the case of repetitive breakdowns during operation or if a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the MaineDOT, the Contractor will have the option to repair the equipment, begin correcting the defect within 4 hours and complete the repairs in no more than 8 hours, unless waived by Maine DOT, or replace the equipment with another acceptable, equivalent unit or the MaineDOT will assign the Work to another Contractor.

If, a Contractor furnishes unsatisfactory equipment, the MaineDOT may issue a written warning. If the Contractor subsequently furnishes unsatisfactory equipment, the MaineDOT reserves the right to immediately terminate the Contract by written Notice of Termination.

Measurement and Payment Equipment rental will be measured by the hour to the nearest ¼ hour, by the day or by the week. Time spent moving to and from the site, servicing and maintaining will not be measured for payment.

Hourly 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 will be paid for at the contract unit price per hour, per day or per week. There will be with no limit on hours or 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, region(s) bid, and rates, 2 copies of the completed and signed Private Equipment Rental – Without 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 MaineDOT may require an Apparent Successful Bidder to demonstrate to the MaineDOT'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 – Without an Operator form provided with the Bid constitutes the Bidder's offer. Once the MaineDOT has received any other pre-award items required, the MaineDOT will sign the Private Equipment Rental – Without an Operator form and execute the Contract.