PLOW TRUCK

ON CALL EQUIPMENT RENTAL
With Operator

REGION 5

Route 161
St. Francis & Allagash

<u>Section of Highway</u>:

Route 161 in the towns of St. Francis and Allagash for a total distance of approximately 10 ½ centerline miles (21 lane miles).

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:

    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 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 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.

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):** _____

_____

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_____

_____

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_____

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:_____

_____

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_____

_____

Response By:_____ Date: _____

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 **Plow Truck Equipment Rental with an Operator** on **Route 161**, in the town of **St. Francis & Allagash**" 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 September 24, 2014 and at that time and place publicly opened and read. Bids will be accepted from all bidders. 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: Plow Truck Equipment Rental with Operator

Location: In Region 5 on Route 161 in St. Francis and Allagash.

Basis of Award: The Department and the three lowest responsive, responsible bidders who meet the requirements and specifications of this proposal may enter into a Contract to provide plow trucks with experienced operators for use on an as needed basis. 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 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 Presque Isle. 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
September 3, 2014

CLIFTON CURTIS
Asst. 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 Plow Truck

Private Equipment Rental Agreement – With an Operator

☐ Published Rates ☐ Quoted Rates ☒ Bid Rates

Expiration Date: May 31, 2015

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**" or "**Department**"), 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 with an Operator

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 5, **Route 161 St. Francis & Allagash**
   Route 161 in the towns of St. Francis and Allagash for a distance of approximately 10 ½ centerline miles (21 lane miles).

   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 May 31, 2015. 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.

   1. Contractor:
   2. Attn: _____
   3. _____
   4. _____
   5. _____
   6. Vendor Code: _____
   7. Tel: _____
   8. E-mail: _____
   9. 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.

   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 MaineDOT, 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 and must name MaineDOT as an additional insured.

   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 and shall name MaineDOT as an additional insured.

   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.** Rates for equipment will be paid at the unit prices bid and attached in Appendix A in accordance with the process in Section 7. "Assignments". Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

7. **Assignments.** Contract Work will be assigned under these agreements according to the following process: The Contractors with the responsive bids that result in the three lowest rates with the Equipment and Operator with the appropriate attachments and capabilities (the "Assignment") will have the first option to enter into contracts. Up to three responsive responsible contractors meeting contract requirements will be awarded contracts. The Contractor, awarded a contract, with the lowest rate will be guaranteed payment for 100 hours of equipment rental with operator. The Department will notify the contractor prior to each storm whether or not services are expected to be required. If this Contractor is unable to accept the Assignment at the time the contractor is notified, then the Department may contact the contractor that submitted the next lowest comparative basis 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. **Performance, Termination and Failure to Perform.** The MaineDOT reserves the right, prior to award, 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 award the Work to another Contractor.

Operators shall have be familiar with the work being performed and have sufficient skill and experience to perform the Contract Work properly. Operators determined by the MaineDOT to be below normal acceptable standards of production or workmanship will be replaced with another acceptable operator immediately or the MaineDOT will assign the Work to another Contractor. Any person employed by the Contractor, who, in the opinion of the MaineDOT, 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 Contract Work without prior approval from the MaineDOT.

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 MaineDOT will have the option to allow the Contractor to repair the equipment or replace the equipment with another acceptable unit, the MaineDOT may determine that the equipment is unsatisfactory and may assign work to another contractor or take other action that in the best interest of the state.

If a Contractor fails to work when required, furnishes unsatisfactory equipment or operators, refuses work assignments or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department may issue a written warning. If the Contractor subsequently fails to work when required, furnishes unsatisfactory equipment or operators, refuses work assignments or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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 with an Operator
On Call Plow Truck
Route 161
St. Francis & Allagash
Appendix A

Contractor Name: _____

Contractors should attach an Equipment & Rate List contacting all of the required information or fill out the form below.

☐ 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.

Equipment Description, Make, Model, Capacity	Hourly 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 Plow Truck

Private Equipment Rental Agreement – With an Operator

☐ Published Rates ☐ Quoted Rates ☒ Bid Rates

Expiration Date: May 31, 2015

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**" or "**Department**"), 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 with an Operator

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 5, **Route 161 St. Francis & Allagash**
   Route 161 in the towns of St. Francis and Allagash for a distance of approximately 10 ½ centerline miles (21 lane miles).

   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 May 31, 2015. 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.

   1. Contractor:
   2. Attn: _____
   3. _____
   4. _____
   5. _____
   6. Vendor Code: _____
   7. Tel: _____
   8. E-mail: _____
   9. 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.

   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 MaineDOT, 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 and must name MaineDOT as an additional insured.

   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 and shall name MaineDOT as an additional insured.

   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.** Rates for equipment will be paid at the unit prices bid and attached in Appendix A in accordance with the process in Section 7. "Assignments". Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

7. **Assignments.** Contract Work will be assigned under these agreements according to the following process: The Contractors with the responsive bids that result in the three lowest rates with the Equipment and Operator with the appropriate attachments and capabilities (the "Assignment") will have the first option to enter into contracts. Up to three responsive responsible contractors meeting contract requirements will be awarded contracts. The Contractor, awarded a contract, with the lowest rate will be guaranteed payment for 100 hours of equipment rental with operator. The Department will notify the contractor prior to each storm whether or not services are expected to be required. If this Contractor is unable to accept the Assignment at the time the contractor is notified, then the Department may contact the contractor that submitted the next lowest comparative basis 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. **Performance, Termination and Failure to Perform.** The MaineDOT reserves the right, prior to award, 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 award the Work to another Contractor.

Operators shall have be familiar with the work being performed and have sufficient skill and experience to perform the Contract Work properly. Operators determined by the MaineDOT to be below normal acceptable standards of production or workmanship will be replaced with another acceptable operator immediately or the MaineDOT will assign the Work to another Contractor. Any person employed by the Contractor, who, in the opinion of the MaineDOT, 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 Contract Work without prior approval from the MaineDOT.

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 MaineDOT will have the option to allow the Contractor to repair the equipment or replace the equipment with another acceptable unit, the MaineDOT may determine that the equipment is unsatisfactory and may assign work to another contractor or take other action that in the best interest of the state.

If a Contractor fails to work when required, furnishes unsatisfactory equipment or operators, refuses work assignments or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department may issue a written warning. If the Contractor subsequently fails to work when required, furnishes unsatisfactory equipment or operators, refuses work assignments or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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 with an Operator
On Call Plow Truck
Route 161
St. Francis & Allagash
Appendix A

Contractor Name: _____

Contractors should attach an Equipment & Rate List contacting all of the required information or fill out the form below.

☐ 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.

Equipment Description, Make, Model, Capacity	Hourly 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
Plow Truck with Operator

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

Equipment: The equipment specifications and terms are as follows:

- Each plow truck must have a gross vehicle weight rating or registered weight of 50,000 pounds or greater.
- In accordance with law, each plow truck shall meet all state registration and inspection laws, and only be operated by persons having a valid CDL license.
- The plow truck shall be outfitted with a front plow having a length of no less than 10 feet.
- The plow truck shall be outfitted with a wing plow
- The plow truck shall have the ability to carry at least 10 cubic yards of material and be able to apply the material at prescribed rates, specified by MaineDOT such as those shown in Attachment B. Electronically controlled spreaders are preferred but not mandatory.
- The material spreader shall be properly calibrated to ensure accurate application and accounting of materials.
- The plow truck must have at least one high intensity rotating with a minimum rating of 1,000,000 candle power, or approved strobe equivalent, and shall be visible from all sides of the truck.
- The Department reserves the right to consider alternates and determine equivalency. All equipment is subject to the Department's approval prior to award of the contract.

Measurement and Payment: Equipment rental with operator will be measured by the hour to the nearest ¼ hour. Time spent moving to and from the specified base before and after a given assignment or spent servicing and maintaining the equipment will not be measured for payment. Equipment rental will be measured for payment beginning no earlier than the show up time directed by the Maine DOT and end when equipment rental contract work is done for the day. The accepted quantities of equipment hours will be paid for at the contract unit price per hour, with no additional payment for overtime. MaineDOT will provide the necessary salt, liquid chlorides, and winter sand to be used as directed. Materials remaining at the end of each shift remain the property of MaineDOT and shall be returned to the point of origin, unless otherwise directed by the MaineDOT supervisor.

Schedule The Contactor shall provide and operate the equipment intermittently, as needed by the MaineDOT. The MaineDOT will notify the Contractor at least 12 hours prior to scheduled contract work.

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.

MaineDOT Salt Application Quick-Reference Chart (2010)

(Double these rates for centerline applications**)**

Pavement Temp. Range	Application Rate (#/LM)	Pre-wet Material	Comments
Above 32°	**0 to 100**	Salt Brine or Blend	A little salt goes a long way when temperatures are near freezing
25° to 32°	**100 to 200**	Salt Brine or Blend	Salt is very effective here. Pre-wetting with a blend will allow lower application rates.
20° to 25°	**200 to 300**	Salt Brine, Ice-B-Gone, or Blend	Salt effectiveness is dropping off in this range. A Blend or straight IBG will help.
15° to 20°	**300 to 400**	Ice-B-Gone or Blend	Pre-wetting is especially important. Your liquids will provide the extra boost needed.
15° or Below	Snow is usually dry and blowing in this range. If no ice or pack exists, plow only. DO NOT APPLY		If necessary, Spot treat icy patches with abrasives. If glazing occurs on high-volume, high-speed, P1 corridors, sand will not last and higher salt applications, with Ice-B-Gone pre-wetting, will be necessary.

General Notes:

(1) Application rates should be on the lower end when temperatures are on the higher side of the range or remaining steady. Falling temperatures, and temperatures on the lower side of the range, will require applications on the higher side, and possibly in the next range if dropping rapidly.

(2) High-volume, Priority 1 corridors will often require an additional 50#/LM

(3) In any of the ranges, if the snow is dry and blowing off of the roadway, avoid application.

(4) Pre-wetting under wet storm conditions is not required. In cases where the only pre-wetting liquid available is a high-performance chemical (i.e. Ice-B-Gone), it is better to save those products for the drier and colder conditions.

Application Rates vs. Miles You Can Treat

	Application Rate (Pounds Per Lane Mile)						
# of Tons	**100**	**150**	**200**	**250**	**300**	**350**	**400**
	Lane Miles You Can Treat						
1	20.0	13.3	10.0	8.0	6.7	5.7	5.0
2	40.0	26.7	20.0	16.0	13.3	11.4	10.0
3	60.0	40.0	30.0	24.0	20.0	17.1	15.0
4	80.0	53.3	40.0	32.0	26.7	22.9	20.0
5	100.0	66.7	50.0	40.0	33.3	28.6	25.0
6	120.0	80.0	60.0	48.0	40.0	34.3	30.0
7	140.0	93.3	70.0	56.0	46.7	40.0	35.0
8	160.0	106.7	80.0	64.0	53.3	45.7	40.0
9	180.0	120.0	90.0	72.0	60.0	51.4	45.0