EQUIPMENT

SKID STEER LOADER

Region 5

2015

Updated 10/15/2015

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids.

2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Agreement, Offer & Award form, e) the completed Contractor Information Sheet, and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for all items in the Schedule of Items.

4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

   Bid Enclosed - Do Not Open
   Title: Equipment Rental for Skid Steer
   Location: Region 5
   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: Equipment Rental for Skid Steer
   Location: Region 5
   Date of Bid Opening:
   Name of Contractor:

   If a paper Bid is to be sent express, "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016.

   If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. http://www.maine.gov/mdot/mainedotdirections.htm. Hand-carried Bids may be in one envelope, and should be marked with the following information:

   Bid Enclosed: Do Not Open
   Title: Equipment Rental for Skid Steer
   Location: Region 5
   Name of Contractor:

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, November 2014 Edition.

October 15, 2015
Supersedes November 05, 2014

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 plan holders 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 fill out the on-line plan holder registration form and provide an email address to 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 submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI's may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to RFI-Contracts.MDOT@maine.gov.

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the "Request for Information" form and include the word "RFI" along with the Project name and Identification number in the subject line.

State of Maine
Department of Transportation

RFI No: _____

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested for:

WIN(S): _____ Town(s): _____ Bid Date: _____

Question(s):_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by:

Company Name:_____**Phone:(_____)**_____

Email: _____ Fax: (_____)_____

Complete this form and fax to 207-624-3431, Attn: Project Manager (name listed on the "Notice to Contractors"), or Email questions to RFI-Contracts.MDOT@maine.gov, Please include the word "RFI" along with the Project Name and Identification Number in the Subject line, or electronically by using the RFI Tab located on the Individual Projects Detail page.

Vendor Registration

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

CONTRACTOR INFORMATION

Contractor Name: _____

Mailing Address: _____

Vendor Customer Number: _____

Contact Information (Primary Contact): _____

Phone: _____ **Cell Phone:** _____

Fax: _____

Email: _____

Mailing Address (if different from above): _____

_____

The company has the following organizational structure:

☐ **Sole Proprietorship** ☐ **Limited Liability Company**

☐ **Partnership** ☐ **Joint Venture**

☐ **Corporation** ☐ **Other:** _____

_____ _____

(Date) **(Signature)**

_____

(Name and Title Printed)

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 **Skid Steers in Region 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 January 20, 2016 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: Supply Skid Steer Loaders

Location: In Region 5

Outline of Work: Supply Skid Steer Loaders for yearly use by the Department, not for on call equipment rental used as needed basis.

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, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to **Gail Iler** at (207)624-3431, use electronic RFI form or email questions to RFI-Contracts.MDOT@maine.gov, project name and identification number should be in the subject line. 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 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 bonds 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, November 2014 Edition", price $10 [$15 by mail], and Standard Details, November 2014 Edition, price $10 [$15 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
December 30, 2015

BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

Region 5
Skid Steer
April 14, 2011
Supercedes August 3, 2004

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

_____
Date

_____
Signature of authorized representative

_____
(Name and Title Printed)

SCHEDULE OF ITEMS

Region 5
Skid Steer Loader

Contractor _____

March 1, 2016 – February 28, 2017

Description	Number of Units	Calendar Months per Unit	Unit Price per Calendar Month	Unit Price X 12 Calendar Months Total
631.60 Equipment Rental – Compact Track Loader	1	12		$
			Total Bid	$

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ **(Contractor)** a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____ _____.

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **SKID STEER LOADER IN REGION 5**, in The State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **February 28, 2017.**

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is _____ _____ $_ _____ .

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Division 100 Standard Specifications, November 2014 Edition, as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **SKID STEER LOADER in REGION 5**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount

determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: (Name and Title Printed)
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and _____ **(Contractor)** a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____ _____.

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **SKID STEER LOADER IN REGION 5**, in The State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **February 28, 2017.**

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is _____ _____ $_ _____ .

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Division 100 Standard Specifications, November 2014 Edition, as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: **SKID STEER LOADER in REGION 5**, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount

determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

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

CONTRACTOR

_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
_____	_____
Witness	(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	By: (Name and Title Printed)
_____	
Witness	

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and **(Name of the firm bidding the job) (Contractor)** a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)** .

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

SAMPLE

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **SKID STEER LOADERS IN REGION 5** in The State of Maine. The Work includes equipment for use in construction and maintenance as provided in the Contract, providing preventative maintenance on a scheduled basis, service calls when needed and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before January 31, 2017.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and that the amount of this offer is **____(Place bid here in alphabetical form such as One Hundred and Two dollars and10cents) $_ (repeat bid here in numerical terms, such as $102.10)_____**

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in the Contract are still complete and accurate as of the date of this Agreement.

2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.

3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for: MINI EXCAVATOR in REGION 5, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".
The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict

SAMPLE

accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

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

CONTRACTOR

(Date Here)	**(Sign Here)**
Date	(Signature of Legally Authorized Representative of the Contractor)
(Witness Sign Here)	**(Print Name Here)**
Witness	(Name and Title Printed)

SAMPLE

G. Award.

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date	
(Witness)	

SPECIAL PROVISIONS
Skid Steer Loader Region 5

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

The equipment specifications and terms are as follows:

- The machines will have a rated operating weight of not less than 7,000 pounds and not more than 10,000 pounds.
- The machines will have gross power of more than 71 Horsepower, have a rated operating capacity of at least 2100 pounds.
- The equipment will be no older than two years nor have more than 1600 hours at time of initial delivery.
- Each machine will be four wheel drive and have two speed travel.
- Each machine will have Roll Over Protective Structure.
- Each machine will have Falling Object Protective Structure, Level 1.
- Each machine will have an enclosed cab.
- Each machine will have 12 x 16.5 solid flex tires.
- Each machine will have joystick control and high flow hydraulics.
- Each machine will be equipped with a universal attachment plate and **shall be able to hook up directly with no adjustments required to the existing attachments owned by the Department which fit Bobcat.** Prospective bidders may contact the Department for details regarding MDOT attachments by contacting Keith Richards at 207-764-2063. All questions regarding the bid documents must be submitted through the rfi process.
- Each machine will come equipped with a 68“ low profile bucket and blade.
- Each machine will have heat, air conditioning and HEPA cab air filters.
- Lift hook will be furnished on front bucket.
- Each machine will have convex rear view mirror.
- Each machine will be equipped with a rotating beacon.
- Each machine will have windshield washer.

The Contractor shall provide to the Department, a completed Lessor’s certificate a minimum of 3 weeks prior to delivery. Equipment shall have temporary registrations valid until the Department can get the equipment registered.

Each machine will come with a valid State of Maine inspection sticker good through the term of the rental.

The Department will provide the following:
Registration and insurance.
Daily fuel, oil and grease.

SPECIAL PROVISIONS
Skid Steer Loader

Schedule The Contactor shall provide equipment for the period shown in the Schedule of Items.

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

The Contractor shall perform all repairs, service and scheduled maintenance, except damage caused by the Department. All costs for labor, equipment and materials required to perform the work will not be paid for directly, and will be considered incidental to the equipment pay item(s). The Department will provide fuel, oil and grease. The Department will pick up and return the equipment. If a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the Department, the Contractor will make sufficient repairs within one working day of the initial call by the Department. For those repairs taking longer than 1 working day, a replacement Skid Steer Loader with temporary registration shall be provided, if possible. For each piece of equipment requiring repairs due to normal operation and unable to operate safely more than 1 working day during the contract period, the Contractor may furnish a replacement with temporary registration or if a replacement is not furnished, the Department may choose to extend the return date by an equivalent duration or choose to receive a credit. The credit will be deducted from the monthly rental for the number of days, in excess of one, that the equipment was unable or unsafe to operate computed at the Unit Price per month per each given in the Schedule of Items calculated in accordance with section "Measurement and Payment" below.

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

Measurement and Payment Skid Steer Loaders will be measured per machine by the month which shall be payment in full for furnishing Skid Steer Loaders and all materials, labor and equipment to satisfactorily perform repairs, service and scheduled maintenance. A month is defined as a time lasting from a date in one calendar month until the same

date in the next calendar month. The initial day of the month will be the day of the month on which the Skid Steer Loader was delivered and will be considered the billing start date. In the event that the Department has a Skid Steer Loader for a period that cannot be measured in whole months, the portion of the month will be measured in accordance with the table below.

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

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

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

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

Payment will be made under:

Pay Item	Pay Unit
631.60 Equipment Rental – Skid Steer Loader – Region 5	Calendar Month

SPECIAL PROVISION
SECTION 108
PAYMENT
(Payment and Invoices)

Payment and Invoices The Department will pay the Contractor monthly for the previous month and at the completion and final acceptance of the work: Invoices shall be submitted by the Contractor to the appropriate Region Office. Invoices shall include the following minimum information:

Contractor Name, Address & Contract Number
Invoice Date & Number
Billing Period - Start Date and End Date
Dept. & Location of Equipment
Equipment Description & Serial Number
Unit cost for each unit at the Unit Prices contained in the Contractor's Bid or as adjusted for a portion of a month in accordance with this contract
Extra Work such as damage repair or additional service calls agreed to by written Contract Modification
Total amount due

The Department will pay based upon the invoices provided. Invoices shall not be submitted for multiple regions or multiple contracts. The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract. The Contractor agrees to waive all claims related to the timing and amount of such estimates.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract. No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

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

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

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions Add the following:

MaineDOT The Department of Transportation of the State of Maine, as established by 23 MRSA §4205 et seq. for the administration of Highway, Bridge, and other public Works; acting through the Commissioner and his/her duly authorized representatives.

SPECIAL PROVISIONS SECTION 102
BIDDING

102.6 Bid Guaranty Delete the entire section 102.6

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the location, Title, and the words “Bid Enclosed”. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Contract form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness"

102.11.1 Non-curable Bid Defects E. Delete the entire section 102.11.1 E and replace with the following:

(1) “The unit price and bid amount is not provided if the item quantity is not one or lump sum,
(2) the unit price, bid amount or lump sum price is not provided if the item quantity is one or lump sum or
(3) the lump sum contract price is not provided or
(4) the unit price, bid amount or lump sum price is illegible as determined by the Department.”

SPECIAL PROVISIONS SECTION 103
AWARD AND CONTRACTING

103.1.1 Unit Prices Govern Add the following at the end of the paragraph:

"If the item quantity is one and either a unit price or bid amount is not provided, the unit price or bid amount omitted shall be determined mathematically by the Department."

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

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

130.5.1 Performance and Payment Bonds Delete the entire section 103.5.1

103.5.4 Execution of Contract By Bidder Delete the entire section and replace with the following:

"The properly completed and signed Contract Agreement, Offer, & Award form provided with the Bid constitutes the Bidder's offer. Once the Department has received any other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Contractor receives written notice that the contract has been signed by the Department and executed."

SPECIAL PROVISION SECTION 108
PAYMENT

108.3 Retainage Delete the entire section 108.3.

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.