



Paul R. LePage
GOVERNOR

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

David Bernhardt
COMMISSIONER

February 3, 2016
Subject: **Sweepers With Operator**
State WIN PH20160120SWEEP
Location: **Regions 1, 2, 3, 4 & 5**
Amendment No. 1

Dear Sir/Ms:

Make the following change to the Bid Documents:

CHANGE on Page 8 “NOTICE TO CONTRACTORS”, first paragraph starting with “Sealed Bids....”, from **Regions 1, 2, 3 & 4** to now read **Regions 1, 2, 3, 4 & 5**. Make this change in pen and ink.

CHANGE on Page 8 “NOTICE TO CONTRACTORS”, third paragraph starting with “Location:” from **Regions 1, 2, 3 & 4** to now read **Regions 1, 2, 3, 4 & 5**. Make this change in pen and ink.

CHANGE on Page 8 “NOTICE TO CONTRACTORS”, the bid opening date in the first paragraph from “**February 10, 2016**” to read “**February 17, 2016**”. Make this change in pen and ink.

CHANGE any other references within the bid document that read, “**Regions 1, 2, 3 & 4**” to now read “**Regions 1, 2, 3, 4 & 5**”. Make this change in pen and ink.

REMOVE pages 10 thru 19, “PRIVATE EQUIPMENT RENTAL AGREEMENT – WITH OPERATOR”, two copies, and **REPLACE** with the attached revised “PRIVATE EQUIPMENT RENTAL AGREEMENT – WITH OPERATOR”, two copies, 5 pages each, dated 2/2/2016.

ADD on page 23 “SPECIAL PROVISIONS, ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS, FOR EQUIPMENT RENTAL”, under SPECIAL PROVISIONS, SECTION 102, BIDDING, the following after section 102.11.1 Non-curable Bid Defects E:

“102.11.1 Non-curable Bid Defects L. Delete the entire section.”

DELETE on page 23 “SPECIAL PROVISIONS, ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS, FOR EQUIPMENT RENTAL”, under SPECIAL PROVISIONS, SECTION 102, BIDDING, 102.11.2 Curable Bid Defects, SECTION G. AND **REPLACE** with the following:



PRINTED ON RECYCLED PAPER

“G. When no specific region(s) are indicated by the bidder, the unit bid price shall be used for all regions included in the bid solicitation, **as amended**.”

H. If the Bid is submitted on the Private Equipment Rental Agreement form originally advertised with this solicitation, the Contractor may cure the defect by completing and signing the replacement form with the same information and prices as submitted with the bid or the Department will reject the bid as non-responsive.”

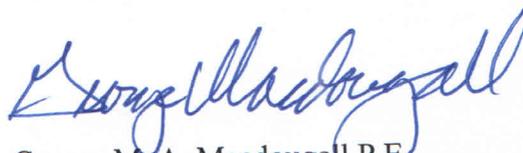
The following question has been received:

Question: On page 10 the heading reads "On Call Sweepers Private Equipment Rental Agreement - With Operator" but Appendix A - says "Rental Rates for Equipment without an Operator." We're confused, are you asking for a price with an operator or without? We do not rent out equipment without operators.

Response: See change to the bid book as noted above.

Consider these changes and information prior to submitting your bid on **February 17, 2016**.

Sincerely,



George M. A. Macdougall P.E.
Contracts & Specifications Engineer

TEDOCS No. _____

MATS No. _____

MAINE DEPARTMENT OF TRANSPORTATION
On Call Sweepers
Private Equipment Rental Agreement – With Operator

Bid Rates

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 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.

This Contract becomes effective on the date last signed by MaineDOT, whichever is latest and constitutes the earliest date for which work may commence. The term of the Contract will be for the **2016 and 2017 Season ending December 31, 2017**. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

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

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

Contractor: _____

Attn: _____

Address: _____

Vendor Code: _____

Tel#: _____ Cell#: _____ FAX#: _____

E-mail: _____

FAX: _____

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

5. **Insurance Requirements.**

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

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.** 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.

7. **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 for the Region (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 a Contractor accepts the Assignment.

8. **Termination and Failure to Perform.** If, a 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. 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. All persons employed by or through the Contractor, shall have sufficient skill and experience to perform the Contract Work properly. The MaineDOT may terminate this Contract with or without cause upon 7 days written notice.

9. **Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from:

- a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement;

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

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

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

11. **Representations.** By signing below, the Contractor hereby represents that to the best of the Contractor's knowledge and belief:

- a. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
- b. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of this Contract.

12. **Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

13. **Governing Law.** This Contract shall be governed by the laws of the Federal Government and the State of Maine. Contractor shall comply with all applicable federal, state, and local laws, including all applicable OSHA laws and regulations.

14. **Entire Contract.** This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, 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.

CONTRACTOR

(Signature of Legally Authorized Representative)
Of the Contractor)

(Name and Title Printed)

(Date)

Award:

Your offer is hereby accepted.

Region 1	<input type="checkbox"/>
Region 2	<input type="checkbox"/>
Region 3	<input type="checkbox"/>
Region 4	<input type="checkbox"/>
Region 5	<input type="checkbox"/>

This award consummates the Contract and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION
(Region Manager, Superintendent or TOM only)

(Region)

(Approval Signature)

(Printed Signature & Title)

(Date)

TEDOCS No. _____

MATS No. _____

MAINE DEPARTMENT OF TRANSPORTATION
On Call Sweepers
Private Equipment Rental Agreement – With Operator

Bid Rates

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 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.

This Contract becomes effective on the date last signed by MaineDOT, whichever is latest and constitutes the earliest date for which work may commence. The term of the Contract will be for the **2016 and 2017 Season ending December 31, 2017**. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

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

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

Contractor: _____

Attn: _____

Address: _____

Vendor Code: _____

Tel#: _____ Cell#: _____ FAX#: _____

E-mail: _____

FAX: _____

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

5. **Insurance Requirements.**

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

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.** 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.
7. **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 for the Region (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 a Contractor accepts the Assignment.
8. **Termination and Failure to Perform.** If, a 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. 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. All persons employed by or through the Contractor, shall have sufficient skill and experience to perform the Contract Work properly. The MaineDOT may terminate this Contract with or without cause upon 7 days written notice.

9. **Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from:

- a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement;

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

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

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

11. **Representations.** By signing below, the Contractor hereby represents that to the best of the Contractor's knowledge and belief:

- a. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
- b. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of this Contract.

12. **Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

13. **Governing Law.** This Contract shall be governed by the laws of the Federal Government and the State of Maine. Contractor shall comply with all applicable federal, state, and local laws, including all applicable OSHA laws and regulations.

14. **Entire Contract.** This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, 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.

CONTRACTOR

(Signature of Legally Authorized Representative)
Of the Contractor)

(Name and Title Printed)

(Date)

Award:

Your offer is hereby accepted.

Region 1	<input type="checkbox"/>
Region 2	<input type="checkbox"/>
Region 3	<input type="checkbox"/>
Region 4	<input type="checkbox"/>
Region 5	<input type="checkbox"/>

This award consummates the Contract and the documents referenced herein.

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 Operator
On Call Sweepers
Appendix A

Contractor Name: _____

Bidders may bid one or more Regions and may bid one or more equipment categories within the Region(s). Each Region/Equipment Category may or may not be awarded by The Department.

Contractors shall attach an Equipment & Rate List containing 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 (signature line located on Page 4 of Rental Agreement)
- c) the unit price for any item is unreadable

Fees must be included in Bid Price
Do not make any handwritten changes to the Agreement/Appendix A.

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	Region(s) or Area(s) and Region	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.