EXCAVATORS
and
DOZERS

ON CALL EQUIPMENT RENTAL
With Operator

REGIONS 1, 2, 3, 4 & 5

2016

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) two copies of the completed and signed Private Equipment Rental Agreement including completed Appendix A
d) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. 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 – On Call Excavators and Dozers with Operator
Location: Regions 1, 2, 3, 4 & 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 – On Call Excavators and Dozers with Operator
Location: Regions 1, 2, 3, 4 & 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 – On Call Excavators and Dozers with Operator
Location: Regions 1, 2, 3, 4 & 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.

November 05, 2014
Supersedes September 19, 2012

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

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 **On Call Excavators and Dozers - Equipment Rental with an Operator** in **Regions 1, 2, 3, 4 & 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 **April 6, 2016** and at that time and place publicly opened and read. Bids will be accepted from all bidders. All responsive bidders may demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Excavators and Dozers – Equipment Rental with Operator

Location: In Regions 1, 2, 3, 4 & 5

Basis of Award: The Department and each responsive, responsible bidder who meets the requirements and specifications of this proposal may enter into a Contract to provide equipment with operators for use on construction and maintenance work on an as needed basis for equipment not included in or rates greater than the published "Private Equipment Rates" found at http://www.maine.gov/mdot/csd/laborrates.htm by MaineDOT. The Contractor with the lowest rate for the particular equipment in the equipment category with the appropriate attachments and capabilities for the Region 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, 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 Augusta, Bangor, Dixfield, Presque Isle and Scarborough. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, 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
March 16, 2016

BRIAN BURNE
HIGHWAY MAINTENANCE ENGINEER
BUREAU OF MAINTENANCE & OPERATIONS

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

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

Amendment Number	Date

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

CONTRACTOR

_____
Date

_____
Signature of authorized representative

_____
(Name and Title Printed)

TEDOCS No. _____

MATS No. _____

MAINE DEPARTMENT OF TRANSPORTATION

On Call Excavators and Dozers

Private Equipment Rental Agreement – 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, and constitutes the earliest date for which work may commence. The term of the Contract will continue until **December 31, 2016**. 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: _____

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. ***Unless otherwise noted***.

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 an 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	☐	Region 5 (Area 1, 2 & 3)	☐
Region 2	☐	Region 5 Area 1	☐
Region 3	☐	Region 5 Area 2	☐
Region 4	☐	Region 5 Area 3	☐

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 Excavators and Dozers
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.

Excavator or Dozer	Operating Weight	Horsepower	Equipment Description, Make, Model, Bucket, Capacity, Attachments	Region(s) or Area 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.

TEDOCS No. _____

MATS No. _____

MAINE DEPARTMENT OF TRANSPORTATION

On Call Excavators and Dozers

Private Equipment Rental Agreement – With Operator

☒ Bid Rates

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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, and constitutes the earliest date for which work may commence. The term of the Contract will continue until **December 31, 2016**. 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: _____

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. ***Unless otherwise noted***.

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 an 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	☐	Region 5 (Area 1, 2 & 3)	☐
Region 2	☐	Region 5 Area 1	☐
Region 3	☐	Region 5 Area 2	☐
Region 4	☐	Region 5 Area 3	☐

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 Excavators and Dozers
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.

Excavator or Dozer	Operating Weight	Horsepower	Equipment Description, Make, Model, Bucket, Capacity, Attachments	Region(s) or Area 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.

SPECIAL PROVISIONS
EQUIPMENT RENTAL
EXCAVATORS AND DOZERS

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

The Department and each responsive, responsible bidder who meets the requirements and specifications of this proposal may enter into a Contract to provide excavators and dozers with experienced operators to perform construction and maintenance services on an as needed basis. The Contractor with the lowest rate for the equipment in the equipment category with the appropriate attachments and capabilities will have first option to furnish the equipment.

Equipment The equipment specifications and terms are as follows:

Tracked Excavators – 15,000 – 25,000 (Regions 1, 2, 3 and 4)

- Excavators operating weight shall be not less than 15,000 pounds and not more than 25,000 pounds.
- Each excavator shall come with a digging bucket.
- Some excavators shall come with a digging bucket and a tilt swivel clean up bucket as requested by MaineDOT.
- Excavators shall have a strobe light.
- Excavators shall be equipped with street pads.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- Excavators furnished for Region 1 shall be no older than five years.

Tracked Excavators – 35,000 – 46,300 (Regions 1, 2, 3 and 4)

- Excavators operating weight shall be not less than 35,000 pounds and not more than 46,300 pounds.
- Each excavator shall come with a digging bucket.
- Some excavators shall come with a digging bucket and a tilt swivel clean up bucket as requested by MaineDOT.
- Excavators shall have a strobe light.
- Excavators shall be equipped with street pads.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- Excavators furnished for Region 1 shall be no older than five years.

Tracked Excavators – 46,300 – 65,000 (Regions 1, 2, 3, 4 and 5)

- Excavators operating weight shall be not less than 46,300 pounds and not more than 65,000 pounds.
- Each excavator shall come with a digging bucket.

- Some excavators shall come with a digging bucket and a tilt swivel clean up bucket as requested by MaineDOT.
- Excavators shall have a strobe light.
- Excavators shall be equipped with street pads.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- Excavators furnished for Region 1 shall be no older than five years.

Tracked Excavators – 65,000 – 90,000 (Regions 1, 2, 4 and 5)

- Excavators operating weight shall be not less than 65,000 pounds and not more than 90,000 pounds.
- Each excavator shall come with a digging bucket.
- Some excavators shall come with a digging bucket and a tilt swivel clean up bucket as requested by MaineDOT.
- Excavators shall have a strobe light.
- Excavators shall be equipped with street pads.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.

Tracked Excavators – 90,000 – 105,000 (Regions 1, 2, 4 and 5)

- Excavators operating weight shall be not less than 90,000 pounds and not more than 105,000 pounds.
- Each excavator shall come with a digging bucket.
- Excavators shall have a strobe light.
- Excavators shall be equipped with street pads.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.

Tracked Excavators with Hydraulic Hammer (Regions 1, 2, 3, 4 and 5)

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

Rubber Tired Excavators with 360° rotary attachment (Regions 1, 2, 3, 4 and 5)

- Excavators operating weight shall be not less than 35,000 pounds and not more than 45,000 pounds.
- Each excavator shall come with a clean up bucket and 360° rotary attachment between the stick and the clean up bucket.

- Excavators shall have a strobe light.
- Excavators shall come with an identified, manufacturer approved lifting point. If the lifting point is located on the bucket, both buckets must be equipped.
- Excavators shall have valid registration and inspection sticker.
- Some excavators will have a rear dozer blade.
- Excavators furnished for Region 1 shall be no older than five years.

Rubber Tired Excavators (Regions 1, 2, 3, 4 and 5)

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

Crawler Bulldozers – 25,000 – 40,000 (Regions 1, 2, 3, 4 and 5)

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

Crawler Bulldozers – 40,000 – 70,000 (Regions 1, 2, 3, 4 and 5)

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

Crawler Bulldozers – 70,000 – 90,000 (Regions 1, 2, 4 and 5)
Bulldozer operating weight shall be not less than 70,000 pounds

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

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

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

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

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

Performance The MaineDOT reserves the right, at the time of delivery, to inspect the equipment and reject because of condition, and the Contractor will have the option to

replace the equipment with another acceptable, equivalent unit or the MaineDOT will assign the Work to another Contractor. Condition deficiencies may include, but are not limited to, equipment with more than 10,000 hours, equipment that is not OSHA compliant or equipment with leaks that can get to the pavement, ground or into water bodies. In the case of repetitive breakdowns during operation or if a piece of equipment is unable to run, is unsafe to operate or should not be run as determined by the MaineDOT, the Contractor will have the option to repair the equipment, begin correcting the defect within 4 hours and complete the repairs in no more than 8 hours, unless waived by Maine DOT, or replace the equipment with another acceptable, equivalent unit or the MaineDOT will assign the Work to another Contractor.

Operators shall 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. At the minimum, operators shall have more than two years of experience within the last five years performing applicable work such as ditching, inslope, culvert replacement and grading and performing work in or adjacent to traffic, instream, or as otherwise required. Operators shall have sufficient general knowledge of the related laws, regulations, specifications and practices to make informed decisions regarding compliance.

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

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

Bidding As a minimum. The Bidder will submit a bid Package consisting of the completed Appendix A or a separate attachment listing equipment description, capacity, Region(s), 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 MaineDOT may require an Apparent Successful Bidder to demonstrate to the MaineDOT's satisfaction that the Bidder is responsible and qualified to perform the Work and that the equipment is acceptable to the MaineDOT.

The properly completed and signed Private Equipment Rental – With an Operator form provided with the Bid constitutes the Bidder's offer. Once the MaineDOT has received any other pre-award items required, the MaineDOT will sign the Private Equipment Rental – With an Operator form and execute the Contract.

SPECIAL PROVISIONS
ADDITIONS AND REVISIONS TO STANDARD SPECIFICATIONS

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.

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

"All Bidders with the responsive responsible Bids as determined by the Department. A responsive responsible Bidder that is Awarded the Contract. The Department may not execute the Contract with the Apparent Successful Bidders if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract."

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

"All responsive, responsible bidders to whom the Department intends to award the Contract. This status may be evidenced by a "Notice of Intent to Award" Letter sent to the Successful Bidders."

SPECIAL PROVISION 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 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 Appendix A and/or Rate List, 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".

102.9 Bid Opening Delete the section in its entirety and replace with the following:

"Bids will be opened and publicly read at the time and place specified in the Notice to Contractors or any applicable Bid Amendments. The Department will read only the names of the Bidders. No other information will be made available prior to evaluation and award notification. Unit and lump sum prices are available for inspection by the Bidders immediately after Award. All Bids shall be sequestered until notification of award by the contracting agency after which time they become public record.

If, after the scheduled opening, the Department determines that there is not sufficient coverage of On-Call Services of the entire area being bid on, the Department may schedule a second bid opening date which extends the advertisement period of this Contract. Contractors will be notified of the new opening date by the normal Bid Amendment process. If the Bid Opening date is extended, any Bidders that have previously submitted Bids may choose **to** revise or **not to** revise their Bids. If the Bidder chooses to revise their Bid, they must resubmit a complete Bid Package which shall include a Bid and all other documents required in the Bid Documents and the original Bid will be returned to the Bidder. The Bid Package with the latest (newest) date shall replace all previously submitted packages.

The public reading of a Bid does not constitute a determination by the Department of whether the Bid is responsive or of whether the Bidder is responsible, though the Department may refuse to read Bids that are obviously non-responsive. Accordingly, the Department may reject a Bid as non-responsive and/or determine a Bidder is not responsible or ineligible to Bid even if that Bidder's Bid is read at Bid Opening."

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

"The unit price is illegible as determined by the Department."

<u>102.11.2 Curable Bid Defects</u> A. Change "Contract Agreement Offer and Award forms" to Contract form.

<u>102.11.2 Curable Bid Defects</u> Add the following after 102.11.2 E:

"F. If a submitted bid contains any additional conditions or alternate bidding language, the Bidder may cure the defect by removing all conditions and alternate language or the Department will reject the bid as non-responsive.

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."

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.4 Notice of Award Delete the section in its entirety and replace with the following:

"The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance special certifications, and other information from the Apparent Successful Bidders. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award. If a Notice of Award is not sent within 30 days of receipt of the proper insurance and other pre-award requirements, an Apparent Successful Bidder may withdraw its Bid without forfeiture of its Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Successful Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5. "

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. Unless indicated otherwise, all items must be Delivered to the Department's Bureau of Maintenance & Operations.

103.5.1 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 form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance (if applicable), and any other pre-award items required, the Department will sign 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."