

EQUIPMENT
EXCAVATORS

Region 5

2018

Updated 04/28/17

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.

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

3. Include prices for items Contractor is bidding 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: Excavators
 - 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: Excavators
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: Excavators
Location: Region 5
Date of Bid Opening:
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.

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.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@maine.gov.

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.

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 **EXCAVATORS** 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 **June 13, 2018** 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. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

Description: Excavators without Operators

Location: In Region 5

Outline of Work: Supply excavators without operator for seasonal use by the Department, not for on call equipment and other incidental work.

The basis of award will be Sections 1, 2, 3, and 4 - each will be awarded separately.

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, 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 can be viewed and obtained digitally at no cost at <http://www.maine.gov/mdot/contractors/>. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Presque Isle. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

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

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

This Contract is subject to all applicable State Laws

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, 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
May 23, 2018



BRIAN T. 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)

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 018411.85E

Project(s): 018411.85E

SECTION: 1 2018 EQUIPMENT

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	631.60 EQUIPMENT RENTAL (BY MONTH) TRACK EXCAVATOR (1 UNIT, 3 1/4 MONTHS) 33,000 - 45,000 REGION 5	3.250 CM	_____	 _____	_____	 _____
Section: 1			Total:		_____	

SECTION: 5 OPTIONAL TRANSPORTATION

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0020	910.30 SPECIAL WORK TRANSPORTATION DELIVERY BY CONTRACTOR PER UNIT	1.000 EA	_____	 _____	_____	 _____
0030	910.30 SPECIAL WORK TRANSPORTATION PICK UP BY CONTRACTOR PER UNIT	1.000 EA	_____	 _____	_____	 _____
Section: 5			Total:		_____	
			Total Bid:		_____	

(Print Respondent's Name and Title)

Signature

Date

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 018411.85F

Project(s): 018411.85F

SECTION: 2 2018 EQUIPMENT

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR TRACK (2 UNITS, 3 1/4 MONTHS EA) 25,000 - 33,000 REGION 5	6.500 CM	_____	 _____	_____	 _____
Section: 2			Total:		_____	

SECTION: 6 OPTIONAL TRANSPORTATION

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0020	910.30 SPECIAL WORK TRANSPORTATION DELIVERY BY CONTRACTOR PER UNIT	1.000 EA	_____	 _____	_____	 _____
0030	910.30 SPECIAL WORK TRANSPORTATION PICK UP BY CONTRACTOR PER UNIT	1.000 EA	_____	 _____	_____	 _____
Section: 6			Total:		_____	
			Total Bid:		_____	

(Print Respondent's Name and Title)

Signature

Date

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 018411.85G

Project(s): 018411.85G

SECTION: 3 2018 EQUIPMENT

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR WHEELED (1 UNIT, 3 1/4 MONTHS) 33,000 - 45,000 REGION 5	3.250 CM	_____	 _____	_____	 _____
Section: 3			Total:		_____	

SECTION: 7 OPTIONAL TRANSPORTATION

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0020	910.30 SPECIAL WORK TRANSPORTATION DELIVERY BY CONTRACTOR PER UNIT	1.000 EA	_____	 _____	_____	 _____
0030	910.30 SPECIAL WORK TRANSPORTATION PICK UP BY CONTRACTOR PER UNIT	1.000 EA	_____	 _____	_____	 _____
Section: 7			Total:		_____	
			Total Bid:		_____	

(Print Respondent's Name and Title)

Signature

Date

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 018411.85H

Project(s): 018411.85H

SECTION: 4 2018 EQUIPMENT

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR WHEELED (1 UNIT, 3 1/4 MONTHS) 33,000 - 45,000, TELESCOPIC BOOM	3.250 CM	_____	 _____	_____	 _____
Section: 4			Total:		_____	 _____

SECTION: 8 OPTIONAL TRANSPORTATION

Alt Set ID: Alt Mbr ID:

Contractor: _____

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0020	910.30 SPECIAL WORK TRANSPORTATION DELIVERY BY CONTRACTOR PER UNIT	1.000 EA	_____	 _____	_____	 _____
0030	910.30 SPECIAL WORK TRANSPORTATION PICK UP BY CONTRACTOR PER UNIT	1.000 EA	_____	 _____	_____	 _____
Section: 8			Total:		_____	 _____
			Total Bid:		_____	 _____

(Print Respondent's Name and Title)

Signature

Date

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 for **EXCAVATORS** for use in in the **Region 5**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, 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 **December 31, 2018**.

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

Section 1 - Excavators, Track, #5-1 _____
\$ _____

Section 2 - Excavators Track, #5-2 & 5-3 _____
\$ _____

Section 3 – Excavator, Wheeled, #5-4 _____
\$ _____

Section 4 - Excavators Wheeled, Telescopic Boom, #5-5 _____
\$ _____

Section 5 - Excavators, Track, #5-1, Optional Transportation _____
\$ _____

Section 6 - Excavators Track, #5-2 & 5-3 Optional Transportation _____
\$ _____

Section 7 – Excavator, Wheeled, #5-4 Optional Transportation _____
\$ _____

Section 8 - Excavators Wheeled, Telescopic Boom, #5-5 Optional Transportation _____
\$ _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the 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, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for Excavators for use 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 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.

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

Third: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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 for (see checked boxes):

- Section 1. The contract amount is _____.
- Section 2. The contract amount is _____.
- Section 3. The contract amount is _____.
- Section 4. The contract amount is _____.
- Section 5. The contract amount is _____.
- Section 6. The contract amount is _____.
- Section 7. The contract amount is _____.
- Section 8. The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	
_____	Brian T. Burne
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 for **EXCAVATORS** for use in in the **Region 5**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, 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 **December 31, 2018**.

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

Section 1 - Excavators, Track, #5-1 _____
\$ _____

Section 2 - Excavators Track, #5-2 & 5-3 _____
\$ _____

Section 3 – Excavator, Wheeled, #5-4 _____
\$ _____

Section 4 - Excavators Wheeled, Telescopic Boom, #5-5 _____
\$ _____

Section 5 - Excavators, Track, #5-1, Optional Transportation _____
\$ _____

Section 6 - Excavators Track, #5-2 & 5-3 Optional Transportation _____
\$ _____

Section 7 – Excavator, Wheeled, #5-4 Optional Transportation _____
\$ _____

Section 8 - Excavators Wheeled, Telescopic Boom, #5-5 Optional Transportation _____
\$ _____

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the 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, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions and Contract Agreement contained herein for Excavators for use 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 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.

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

Third: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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 for (see checked boxes):

- Section 1. The contract amount is _____.
- Section 2. The contract amount is _____.
- Section 3. The contract amount is _____.
- Section 4. The contract amount is _____.
- Section 5. The contract amount is _____.
- Section 6. The contract amount is _____.
- Section 7. The contract amount is _____.
- Section 8. The contract amount is _____.

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

_____	_____
Date	
_____	Brian T. Burne
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:

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, PIN No. 1224.00, for the Hot Mix Asphalt Overlay in the town/city of South Nowhere, County of Washington, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, 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 November 15, 2006. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

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 for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents)
\$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

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 Appendix A to Division 100 of the Standard Specifications November 2014 Edition (Federal Contract Provisions Supplement), and 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, Standard Details November 2014 Edition, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 South Nowhere, Hot Mix Asphalt Overlay,

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.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

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.

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

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

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)
Date

(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

(Witness)

SPECIAL PROVISIONS EXCAVATORS

Bidders shall complete and submit technical specification sheets and vehicles description/specifications with the bid package.

Basis of Award Bidders may bid one or more Section combination in accordance with the table below. For each Section bid, Bidders are required to bid all pieces of equipment in that section. Each Section Combination will be awarded separately.

Region	Section Combination	Basis of Award
REGION 5 EXCAVATORS, TRACK, #5-1	Sections 1&5	Section 1
REGION 5 EXCAVATORS, TRACK, #5-2 & 5-3	Sections 2&6	Section 2
REGION 5 EXCAVATORS, WHEELED, #5-4	Sections 3&7	Section 3
REGION 5 EXCAVATORS, WHEELED, TELESCOPIC BOOM, #5-5	Sections 4&8	Section 4

The basis for award for Sections 1, 2, 3, and 4 will be the lowest responsive bid for the equipment and the required options for each Section as determined by the Department. Each Section combination will be awarded separately based on the bids for Sections 1, 2, 3, and 4.

Schedule The Contactor shall provide equipment without operators in accordance with the dates shown below.

SECTIONS 1 & 5, REGION 5 EXCAVATORS, TRACK, #5-1			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR TRACK, 33,000-45,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-1 REQUIRED: DITCHING/CLEAN OUT BUCKET FRONT DOZER BLADE STREET PADS	6/18/2018 – 9/21/2018 3 ¼ mo/yr, 1 yr = 3 ¼ CM per exc	1 Excavator
	ELECTIVE OPTIONS: TRANSPORTATION – PICKUP TRANSPORTATION – DELIVERY		

SECTIONS 2 & 6, REGION 5 EXCAVATORS, TRACK, #5-2 & 5-3			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR TRACK, 25,000-33,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-2 & 5-3 REQUIRED: DITCHING/CLEAN OUT BUCKET RUBBER TRACK PADS	6/18/2018 – 9/21/2018 3 ¼ mo/yr, 1 yr = 3 ¼ CM per exc	2 Excavator
	ELECTIVE OPTIONS: TRANSPORTATION – PICKUP TRANSPORTATION – DELIVERY		

SECTIONS 3 & 7, REGION 5 EXCAVATORS, WHEELED, #5-4			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR WHEELED, 33,000-45,000 Lbs 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-4 REQUIRED: DITCHING/CLEAN OUT BUCKET	6/18/2018 – 9/21/2018 3 ¼ mo/yr, 1 yr = 3 ¼ CM per exc	1 Excavator
	ELECTIVE OPTIONS: TRANSPORTATION – PICKUP TRANSPORTATION – DELIVERY		

SECTIONS 4 & 8, REGION 5 EXCAVATORS, WHEELED, TELESCOPIC BOOM, #5-5			
Region	Item # and Description	Dates	Quantity
5	EXCAVATOR WHEELED, 33,000-45,000 Lbs, TELESCOPIC BOOM 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-5 REQUIRED: TELESCOPIC BOOM 8 FOOT BOOM EXTENSION DITCHING/CLEAN OUT BUCKET REAR DOZER BLADE	6/18/2018 – 9/21/2018 3 ¼ mo/yr, 1 yr = 3 ¼ CM per exc	1 Excavator
	ELECTIVE OPTIONS: TRANSPORTATION – PICKUP TRANSPORTATION – DELIVERY		

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

Service, repairs and scheduled maintenance shall be performed on site. The equipment is expected to be in the specified region.

The Department reserves the right, prior to 72 hours after initial use, 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. The Department may have the Contractor repair damage by the Department and if so, this work is not be included in the bid and will be paid for as Extra Work.

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 Rental pay item(s). The Department will provide fuel, oil, grease and coolant. The Department shall perform daily routine inspections of the general condition of the equipment, check oil levels and the cooling system, and dirt control. 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 three working days of the initial call by the Department. For those repairs taking longer than 3 working days, a replacement piece of equivalent equipment 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 3 working days during the month, 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.

Insurance The State of Maine, Risk Management Division administers a self-insurance fund which has tort and vehicle liability coverage written to conform to the Maine Tort Claims Act. The Act specifies a limitation on damages. The most a public entity can be held liable for is \$400,000, therefore coverage is limited to \$400,000.

Changes The Department may return Equipment 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.

Elective Options The Department is considering the use of elective options. The Department has reserved the option to accept or reject the bid price for the elective options. If the Department rejects the bid price for the above-mentioned work, it shall be omitted from the contract in its entirety and the Contractor will fulfill the contract in accordance with the contract documents. If the Department accepts the bid price, the Contractor shall include the elective options in the schedule in accordance with contract documents.

Measurement and Payment Equipment Rental and required attachments and optional attachments will be measured per machine by the month which shall be payment in full for furnishing equipment 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 Department took possession of the equipment and will be considered the billing start date. In the event that the Department has a piece of equipment 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 piece of equipment later than the scheduled date, or the equipment is unavailable for Department pickup, 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 piece of equipment as scheduled, the additional time will not be measured for payment.

The Contractor shall contact the Region a minimum of two (2) days prior to delivery for delivery coordination. The Contractor shall deliver the equipment only during the following times: Monday through Friday, 7:00 AM through 3:00 PM except deliveries may not be made on holidays. Regions will pick up and deliver the equipment unless the Department chooses the optional transportation items.

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

The accepted quantities of Item 910.30 Special Work, Transportation will be paid for at the contract Lump Sum Unit Price per piece of equipment per year for delivery and per piece of equipment per year for pickup and which price shall be full compensation for all labor, equipment, material and incidentals necessary to move the equipment and all associated options and perform the work in accordance with these specifications. Transportation locations for delivery and pickup are listed below.

Region	Location and Contact	Size
5	1-2 Evergreen Parkway Caribou, ME	All Equipment

The Department will pay for Extra Work such as service calls, 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 (by Month)
910.30 Special Work, Transportation

Calendar Month
EA

SPECIAL PROVISION
SECTION 108
PAYMENT
(Payment)

Payment

The Department will pay the Contractor monthly for the previous month and at the completion of the contract. The Department will estimate the quantities and make payment based upon such estimates and information contained on statements provided by the Contractor. Informational statements shall be submitted by the Contractor to the Department's Contract Administrator for administrative and reconciliation purposes. Invoices shall include the following minimum information:

Contractor Name, Address & Contract Number
Invoice Date & Number
Billing Period - Start Date and End Date
Region & 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
Itemized breakdown for Extra Work such as damage repair or service calls agreed to
by written Contract Modification
Total amount due

The Department may request that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors.

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

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

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION
SHEET

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

- X Meeting Specification**
- N/A Not Available**
- DI Dealer Installed**
- AE Approved equal process**

SPECIAL PROVISIONS

TRACK EXCAVATOR: 25,000 – 33,000

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

The excavator specifications and terms are as follows:

Tracked Excavators:

- ___ Operating weight must be not less than 25,000 pounds and not more than 33,000 pounds
- ___ Digging depth minimum of 16’
- ___ Horsepower must have a minimum of 75hp.
- ___ Excavators must be no older than (5) five years nor have more than 3000 hours.
- ___ Each excavator must come with a minimum 30” inch digging bucket with teeth.
- ___ Each excavator in Region 5 shall come with wrist action and a minimum 60’ ditching cleanout bucket.
- ___ Each excavator must come with a front blade.
- ___ Each excavator shall come with rubber track pads.

- ___ The tailswing must not extend more than three feet beyond the outside edge of the track in any direction for excavators furnished to Region 5.
- ___ Excavator transport width must not exceed 8'6".
- ___ Excavators must have air conditioning, and strobe light.
- ___ Buckets must have an OSHA approved lift hook or lift loop on all buckets.
- ___ Equipment shall have a system to accept a padlock in order to securely lock a battery disconnect switch in the off position and comply with MaineDOT lock-out/tag-out safety policy.
- ___ Excavators may be equipped with thumbs. No additional payment will be made for thumbs.
- ___ Excavators must be equipped with pilot controls and pattern select.
- ___ The Contractor shall provide to the Department, a completed Lessor's certificate a prior to delivery.
- ___ Equipment must have temporary registrations valid until the Department can get the equipment registered.
- ___ Each machine must have a valid State of Maine inspection sticker for the duration of the rental.

The Department will provide the following:

- Registration and insurance.
- Daily fuel, oil and grease.

Options for a tracked excavator priced separately than equipment listed above:

Options:

- ___ Transportation – Pickup
- ___ Transportation - Delivery

Bidders shall complete and submit these technical specification sheets and vehicle description/specifications with the bid package

**INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION
SHEET**

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

- X Meeting Specification**
- N/A Not Available**
- DI Dealer Installed**
- AE Approved equal process**

SPECIAL PROVISIONS

TRACK EXCAVATOR: 33,000 – 45,000

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

The excavator specifications and terms are as follows:

Tracked Excavators:

- ___ Operating weight must be not less than 33,000 pounds and not more than 45,000 pounds
- ___ Digging depth minimum of 18’
- ___ Horsepower must have a minimum of 110 hp.
- ___ Excavators must be no older than (5) five years nor have more than 3000 hours.
- ___ Each excavator must come with a minimum 30” inch digging bucket with teeth.
- ___ Each excavator shall come with wrist action and a minimum 60” ditching cleanout bucket with a bolt on cutting edge.

- Each excavator must come with a front blade.
- Excavators must have air conditioning, and strobe light.
- Buckets must have an OSHA approved lift hook or lift loop on all buckets.
- Equipment shall have a system to accept a padlock in order to securely lock a battery disconnect switch in the off position and comply with MaineDOT lock-out/tag-out safety policy.
- Excavators must be equipped with street pads.
- Excavators may be equipped with thumbs. No additional payment will be made for thumbs.
- Excavators must be equipped with pilot controls and pattern select.
- The Contractor shall provide to the Department, a completed Lessor's certificate a prior to delivery.
- Equipment must have temporary registrations valid until the Department can get the equipment registered.
- Each machine must have a valid State of Maine inspection sticker for the duration of the rental

The Department will provide the following:

- Registration and insurance.
- Daily fuel, oil and grease.

Options for a tracked excavator priced separately than equipment listed above:

Options:

- Transportation – Pickup
- Transportation - Delivery

Bidders shall complete and submit these technical specification sheets and vehicle description/specifications with the bid package

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

X Meeting Specification
N/A Not Available
DI Dealer Installed
AE Approved equal process

SPECIAL PROVISIONS

WHEELED EXCAVATOR: 35,000 – 45,000

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

The excavator specifications and terms are as follows:

Wheeled Excavator:

- ___ Operating weight must be not less than 35,000 pounds and not more than 45,000 pounds.
- ___ Digging depth minimum of 18’
- ___ Horsepower must have a minimum of 130hp.
- ___ Excavators must be no older than (5) five years nor have more than 3000 hours.
- ___ Each excavator must come with a minimum ¾ yard digging bucket with teeth.
- ___ Excavators must have air conditioning, number plate bracket and strobe light.
- ___ Buckets must have an OSHA approved lift hook or lift loop on all buckets.
- ___ Excavators must be equipped with pilot controls and pattern select.

- Each excavator shall come with wrist action and a ditching/clean out bucket (60” or larger) with a bolt on cutting edge.
- Excavators shall come with Rear Dozer Blade and front outriggers or front and rear outriggers
- Excavators must have air conditioning, and strobe light.
- Buckets must have an OSHA approved lift hook or lift loop on all buckets.
- Equipment shall have a system to accept a padlock in order to securely lock a battery disconnect switch in the off position and comply with MaineDOT lock-out/tag-out safety policy.
- Excavators may be equipped with thumbs. No additional payment will be made for thumbs.
- Excavators must be equipped with pilot controls and pattern select.
- The Contractor shall provide to the Department, a completed Lessor’s certificate a prior to delivery.
- Equipment must have temporary registrations valid until the Department can get the equipment registered.
- Each machine must have a valid State of Maine inspection sticker for the duration of the rental.

The Department will provide the following:

- Registration and insurance.
- Daily fuel, oil and grease.

Options for a tracked excavator priced separately than equipment listed above:

Options:

- Transportation – Pickup
- Transportation - Delivery

Bidders shall complete and submit these technical specification sheets and vehicle description/specifications with the bid package

INSTRUCTIONS FOR COMPLETING TECHNICAL SPECIFICATION SHEET

Please complete the checklist for technical specifications set forth below. Each Bidder must indicate whether it can meet the technical specifications by inserting an “X” next to each specification. The “X” will demonstrate that the Bidder’s offering meets the technical specification. If a Bidder cannot meet a technical specification, then the Bidder must give an explanation for each exception and for equipment that is not available or that will be dealer installed. All explanations must be provided in detail on separate pages along with the justification as to why the alternative equipment or deliverables will be as good as the equipment or deliverables described in the detailed specifications for desired items. A copy of the vendor specification proposal must be provided. Following these instructions is essential for proper bid evaluation. If a Bidder fails to provide requested information or if information on a quote is found to be false or misleading, the quote will be rejected as unresponsive.

The following abbreviations must be used by interested Bidders:

X Meeting Specification
N/A Not Available
DI Dealer Installed
AE Approved equal process

SPECIAL PROVISIONS

WHEELED EXCAVATOR WITH TELESCOPIC BOOM: 35,000 – 45,000

- This work consists of providing all equipment, preventative maintenance on a scheduled basis, when needed.
- Service calls must not be included in the bid and will be handled separately.

The excavator specifications and terms are as follows:

Wheeled Excavator:

- ___ Operating weight must be not less than 35,000 pounds and not more than 45,000 pounds.
- ___ Digging depth minimum of 18’
- ___ Horsepower must have a minimum of 180 hp.
- ___ Excavators must be no older than (5) five years nor have more than 3000 hours.
- ___ Each excavator must come with a telescopic boom of 8’ or greater.
- ___ Excavators shall have rear dozer blade.
- ___ Excavators must have air conditioning, number plate bracket and strobe light.
- ___ Buckets must have an OSHA approved lift hook or lift loop on all buckets.

- Excavators must be equipped with pilot controls and pattern select.
- Each excavator shall come with wrist action and a ditching/clean out bucket (60” or larger) with a bolt on cutting edge.
- Excavators must have air conditioning, and strobe light.
- Buckets must have an OSHA approved lift hook or lift loop on all buckets.
- Equipment shall have a system to accept a padlock in order to securely lock a battery disconnect switch in the off position and comply with MaineDOT lock-out/tag-out safety policy.
- Excavators may be equipped with thumbs. No additional payment will be made for thumbs.
- Excavators must be equipped with pilot controls and pattern select.
- The Contractor shall provide to the Department, a completed Lessor’s certificate a prior to delivery.
- Equipment must have temporary registrations valid until the Department can get the equipment registered.
- Each machine must have a valid State of Maine inspection sticker for the duration of the rental.

The Department will provide the following:

- Registration and insurance.
- Daily fuel, oil and grease.

Options for a tracked excavator priced separately than equipment listed above:

Options:

- Transportation – Pickup
- Transportation - Delivery

Bidders shall complete and submit these technical specification sheets and vehicle description/specifications with the bid package

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.”

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 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 Work 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".

Electronic Bids must be submitted to the appropriate electronic bid system before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment.”

102.11.2 Curable Bid Defects A. Delete the section and replace with the following:

“The Bidder only signs one of the Contract forms or the Bidder does not sign the Contract form but does sign the Schedule of Items.

102.11.2 Curable Bid Defects 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.”

102.11.2 Curable Bid Defects Add the following after 102.11.2 F:

“ G. The Bidder fails to submit the completed technical specification sheet checklists and vehicle descriptions or the submitted completed technical specification sheet checklists and vehicle descriptions are incomplete, insufficient or unclear.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

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, 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.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A. Federal Wage Rates do not apply to this work.

104.3.8B State Wage Rates and Labor Laws Delete the entire section 104.3.8B.

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

105.2.2 Health and Safety Plan Delete the entire section and replace with the following:

“The Contractor has the authority and responsibility to ensure compliance with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA. The Contractor shall comply with these laws and regulations and ensure compliance by its subcontractors.”

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.