

**EQUIPMENT**

**EXCAVATORS**

**seasonal use without operator**

**023442.21E**

**Region 5**

**2021**

**Updated 05/15/2020**

# **STATE PROJECT**

**MAINTENANCE & OPERATIONS**

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper Bids. Signatures shall be original. Stamped and copied signatures will not be accepted. Bids are not accepted by email or FAX.
2. As a minimum, the following should 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) a Bid Guaranty, f) the completed Contractor Information Sheet, and g) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

**NOTE: Not all projects accept Electronic Bids. Please review the Notice to Contractors and see if it specifically states that Electronic Bids will be accepted.**

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items.
  4. All Bid Packages which are mailed or sent express, shall be provided in double (one envelope inside the other) envelopes, for security and other reasons. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open  
WIN/Title: 023442.21E 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  
WIN/Title: 023442.21E Excavators  
Location: Region 5  
Date of Bid Opening:  
Name of Contractor:

If a paper Bid is to be sent express, please take note that overnight services do not always arrive in time and that delivery may be affected by carrier volume, weather and other factors. Packages using express services should be sent directly to the DOT Headquarters Building, Maine Department of Transportation, 24 Child Street, Augusta. "FedEx First Overnight" delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, 24 Child Street, Augusta. Allow extra days for U.S. Postal Service Express Mail which has proven not to be reliable and sometimes does not deliver directly to the DOT Headquarters Building but instead delivers to the State of Maine Mail Distribution Center.

If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. Allow additional working days for this mail to pass through the state mail system in addition to the US Postal Service as this mail is not delivered directly to the Department of Transportation.

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

Bid Enclosed: Do Not Open  
WIN/Title: 023442.21E 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, March 2020 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](mailto: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](mailto: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 **May 19, 2021** and at that time and place publicly opened and read. Bids will be accepted from all bidders. All responsive bidders 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: 023442.21E

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.

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](mailto: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.

**There will be no bid bond, performance bond 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, March 2020 Edition*, price \$10 [\$15 by mail], and *Standard Details, March 2020 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  
April 28, 2021



ROBERT K. WATSON  
REGION MANAGER  
NORTHERN - REGION 5

**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: 023442.21E

Project(s): 023442.21E

REGION 5 TRACK EXCAVATORS		023442.21E	
Region	Item # and Description	Dates	Quantity
5	<b>EXCAVATOR TRACK, 25,000-36,000 Lbs</b> 631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-1 & 5-2 REQUIRED: DIGGING BUCKET 60" CLEAN UP BUCKET	6/7/2021 – 9/24/2021  3 ¾ mo/yr x 1 yr = 3 ¾ CM per exc	2 Excavators
	OPTIONAL ATTACHMENTS: <ul style="list-style-type: none"> <li>• HYDRAULIC THUMB</li> <li>• HAMMER</li> <li>• FRONT BLADE</li> </ul>		

# Bidders are required to bid all items.

4/21/2021

## Maine Department of Transportation

### Proposal Schedule of Items

Page 1 of 2

Proposal ID: 023442.21E

Project(s): 023442.21E

SECTION: 1 REGION 5 TRACK EXCAVATORS

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 #5-1 TRACK 25,000 - 36,000 REGION 5	3.250 CM	_____	 _____	_____	 _____
0020	631.60 EQUIPMENT RENTAL (BY MONTH) EXCAVATOR #5-2 TRACK 25,000 - 36,000 REGION 1	5.250 CM	_____	 _____	_____	 _____
0030	910.30 SPECIAL WORK TRANS - DELIVERY EXCAVATOR 25,000 - 36,000 REG 5 (PER UNIT, PER YR FOR DELIVERY)	2.000 EA	_____	 _____	_____	 _____
0040	910.30 SPECIAL WORK TRANS - PICK UP EXCAVATOR 25,000 - 36,000 REG 5 (PER UNIT, PER YR FOR PICK UP)	2.000 EA	_____	 _____	_____	 _____

Section: 1

Total:

\_\_\_\_\_

**Section 2 Region 5 Track Excavators Optional are Items that must be bid on by the bidder**, however, these items may or may not be awarded based on the bid prices and the region's needs. Section 2 will not be included in the determination of the lowest bid for the Region/Section combination.

4/21/2021

Maine Department of Transportation

Proposal Schedule of Items

Page 2 of 2

Proposal ID: 023442.21E

Project(s): 023442.21E

SECTION: 2

REGION 5 TRACK EXCAVATORS OPTIONAL

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
0050	631.60 EQUIPMENT RENTAL (BY MONTH) - FRONT BLADE OPTION	7.500 CM	_____	_____	_____	_____
0060	631.60 EQUIPMENT RENTAL (BY MONTH) - HAMMER OPTION	3.750 CM	_____	_____	_____	_____
0070	631.60 EQUIPMENT RENTAL (BY MONTH) - HYDRAULIC THUMB OPTION	7.500 CM	_____	_____	_____	_____

By signing below, the Bidder (1) represents that the Bidder has examined the Contract Agreement contained in the Bid Documents, the Contract, all documents referenced in said Contract, and the site and scope of work, (2) does hereby bid and offer to enter into this contract to construct and/or perform the Work in strict accordance with the terms and conditions of this Contract at the unit prices bid in the attached "Schedule of Items", (3) represents that the Bidder has given the Department notice of any errors or ambiguities related to the documents or the work that have been discovered by the Bidder, (4) represents that the above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract and, (5) represents that the undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

Bidder acknowledges that the properly completed and signed Schedule of Items provided with the Bid constitutes the Bidder's offer and that this offer shall remain open for 30 calendar days after the date of opening of bids.

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.

Use pen and ink to complete paper bids. Signatures shall be original. Stamped and copied signatures will not be accepted.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Bidder's Name and Title)

## 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, **WIN 02344.21E for Excavators** for use in **Region 5** in the State of 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, 2021.**

**C. Price.**

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

\_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for:

**WIN 02344.21E 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, March 2020 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 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Robert K. Watson  
Region Manager  
Bureau of Maintenance & Operations

## 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, **WIN 02344.21E for Excavators** for use in **Region 5** in the State of 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, 2021.**

**C. Price.**

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

\_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, *Standard Specifications, March 2020 Edition, Standard Details March 2020 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 March 2020 Edition*, *Standard Details March 2020 Edition* as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement; contained herein for:

**WIN 02344.21E 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, March 2020 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 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Robert K. Watson  
Region Manager  
Bureau of Maintenance & Operations

**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)

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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, **WIN 12345.00**, 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, March 2020 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, March 2020 Edition, Standard Details March 2020 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 March 2020 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, March 2020 Edition, Standard Details March 2020 Edition*, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

**WIN 012345.00 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, March 2020 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 March 2020 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 this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
**(Print 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.

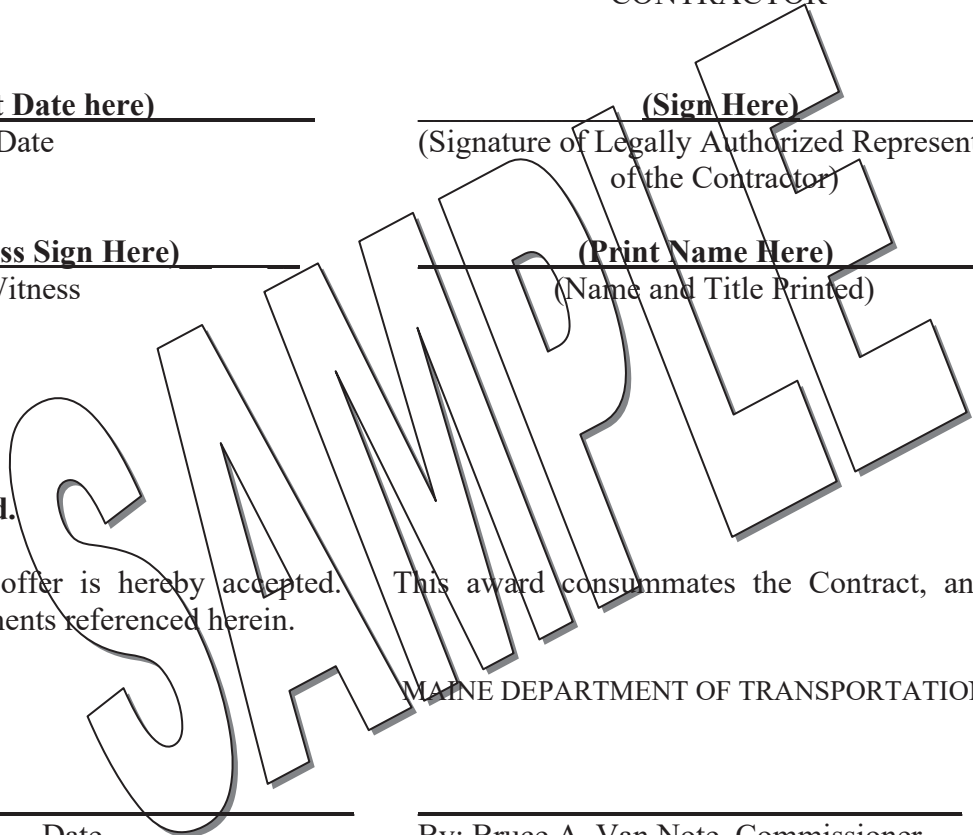
This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Bruce A. Van Note, Commissioner

\_\_\_\_\_  
(Witness)



NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

## **SPECIAL PROVISIONS EXCAVATORS**

This Contract is to supply excavators for seasonal use by the Department as specified in Special Provision Excavators and is not to be used for on call equipment rental on an as needed basis.

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

Schedule. The Contactor shall provide equipment without operators seasonally in accordance with the dates given in the Schedule of Items.

General This work consists of providing all equipment and performing preventative, scheduled and other maintenance when needed.

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

The Apparent Low Bidder will have first option to furnish the equipment. If this Bidder is unable to furnish the equipment, or the equipment does not meet or “substantially meet” specifications, then the Department will contact the Bidder that submitted the next lowest bid to see if that Bidder will furnish the equipment and subsequent Bidders in ascending order of the amount of their bids, until a Bidder agrees to furnish the equipment. “Substantially meet” is defined as having one or more variations from contract specifications which, as determined by the Department, are minor and do not alter ability of the equipment to perform planned work. Prior to award and if the Contractor swaps out equipment, the Department may inspect the equipment to be furnished to verify it meets specifications.

The Department reserves the right, prior to 72 hours after initial use, to inspect the equipment and reject due to lack of conformance with specifications or condition deficiencies. Condition deficiencies may include, but are not limited to, equipment with excessive wear, broken parts, low hydraulic pressure, below standard operation, 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 condition deficiencies, the Contractor will have the option to replace the equipment with another acceptable, equivalent unit.

Except repairs and service caused by the Department’s actions, the Contractor shall perform all repairs, service and scheduled maintenance, and all costs for labor, equipment and materials required to perform this work will not be paid for directly and will be considered incidental to the Equipment Rental pay item(s). The Department may have the Contractor repair damage caused by the Department and if so, this work is not to be included in the bid and will be paid for as Extra Work. The Department will determine if the repairs and service caused by the Department’s actions will be performed by the Contractor.

The Department will provide fuel, oil, grease and coolant. The Department intends to 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 Department and the Contractor may agree to a mutually agreeable repair schedule. For those repairs taking longer than three (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 three (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 for leased vehicles it uses written to conform to the Maine Tort Claims Act. The Act specifies that the most a governmental entity can be held liable for is \$400,000 per occurrence. Following submittal of required information, the Department can provide the Contractor with a certificate of insurance from the Risk Management Division. The Contractor can be named as additional insured but only on written request by the Contractor. The Risk Management Division also administers a separate self-insurance fund for vehicle physical damage written on a blanket, actual cash value, annual reporting basis with a per vehicle and per occurrence limit of \$400,000. The Contractor can be named as loss payee if requested in writing. Contractors cannot require insurance different than the coverage specified herein.

Transportation The Contractor shall deliver the equipment to and pick up the equipment from a MaineDOT facility in Caribou, Maine.

Moving equipment during the rental periods between Department work locations shall be the responsibility of the Department.

If the Contractor is to provide transportation, 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 government holidays nor government closure days.

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.

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.

If the Contractor is able to furnish equipment meeting the contract specifications for the specified rental period, and the duration for any Item is reduced by the Department from the estimated quantities contained in the Bid Documents by more than 25%, then the Department may increase or decrease the Unit Price of such item using the extra work process. If alternative dates are mutually agreed upon and quantities are not reduced, there will be no change in the Unit Price.

If after award, the Contractor furnishes equipment which does not meet specifications or does not “substantially meet” specifications (as defined in Special Provision 102 & 103 Basis of Award), and it is in the Department’s best interest to accept the equipment, the Department may, in its sole discretion, accept the equipment for use under this contract and adjust the Unit Price by 10% or more using the modification process set out in the Standard Specifications.

Measurement and Payment. Equipment Rental, 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 each piece 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 accepted quantities of Item 631.60 Equipment Rental will be paid for at the contract Unit Price per each piece of equipment per month which price shall be full compensation for all labor, equipment, material and incidentals necessary to perform the work in accordance with these

specifications. There will be no limit on the quantity of hours and no additional charges due to hours used.

The accepted quantities of Item 910.30 Special Work, Transportation will be paid for at the contract Unit Price per piece of equipment, per delivery, and per piece of equipment per 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.

The Department will pay for Extra Work such as service calls, additional attachments, fuel charges, 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:

<u>Pay Item</u>	<u>Pay Unit</u>
631.60 Equipment Rental (by Month)	Calendar Month
910.30 Special Work, Transportation	EA

**SPECIAL PROVISION**  
**SECTIONS 102 BIDDING**  
**& 103 AWARD & CONTRACTING**  
**(Basis of Award)**

The basis for award will be the lowest responsive bid for Section 1 Region 5 Track Excavators.

Section 2 Region 5 Track Excavators Optional are Items that must be bid on by the bidder, however, these items may or may not be awarded based on the bid prices and the region's needs. Section 2 will not be included in the determination of the lowest bid for the Region/Section combination.

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.

**SPECIAL PROVISIONS**  
**Excavators Region 5**

**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.

T 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 –36,000**

- 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 equipment specifications and terms are as follows:**

**Tracked Excavators**

- Operating weight shall be not less than 25,000 pounds and not more than 36,000 pounds
- Digging depth minimum of 16’
- Horsepower shall be not less than 75 hp.
- Excavators shall be no older than (5) five years nor have more than 3000 hours.
- Each excavator shall come with a minimum 30” inch digging bucket with teeth.
- Each excavator shall come with wrist action and a minimum 60’ ditching cleanout bucket.
- The tailswing shall not extend more than three feet beyond the outside edge of the track in any direction for excavators furnished Region 5.
- Excavator transport width shall not exceed 8’6”.
- Excavators shall have air conditioning, and strobe light.

- Buckets shall have an OSHA approved lift hook or lift loop on all buckets.
- Excavators shall be equipped with rubber pads inserts of equivalent approved by MaineDOT define what is an approved equivalent.
- 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 shall be equipped with pilot controls and pattern select.
- The Contractor shall provide to the Department, a completed Lessor's certificate a minimum of 3 weeks prior to delivery.
- Equipment shall have temporary registrations valid until the Department can get the equipment registered.
- Each machine shall have a valid State of Maine inspection sticker for the duration of the rental.

**The Department will provide the following:**

Insurance.

Daily fuel, oil and grease.

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

- Hydraulic thumb
- Hammer
- Front Blade

**Bidders shall complete and submit these technical specification sheets and equipment 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.”

101.2 Definitions Add the following:

“Contract Agreement form The Contract Agreement, Offer and Award, the Maine Department of Transportation Contract Agreement Transportation Related Maintenance Work, the Maine Department of Transportation Contract Agreement to Purchase Supplies, Materials and/or Equipment for a Specific Project, Contract Agreement to Purchase Materials and/or Equipment for a Project and Related Work, the Maine Department of Transportation Private Equipment Rental Agreement – with an Operator, the Maine Department of Transportation Private Equipment Rental Agreement – without an Operator, or other contract agreement contained in the bid documents.”

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.”

102.11.1 Non-curable Bid Defects Revise the item on the list of non-curable Bid Defects for which the Department will reject Bids as non-responsive that reads “The Bid is not signed by a duly authorized representative of the Bidder.” by replacing it with the following:

“The Bid is not signed by a duly authorized representative of the Bidder.

- Properly submitted electronic bids meet this requirement.
- Paper bids must include either (1) one or more signed copies of the Contract Agreement form or (2) a signed copy of the Schedule of Items.”

102.11.1 Non-curable Bid Defects Revise this subsection by removing the words “The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.” and replacing it with the following:

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

102.11.2 Curable Bid Defects Revise the section by replacing the first paragraph with the following:

“Unless the Department waives a curable Bid defect, the Bidder must cure, within the time stated in the written notice by the Department, but not less than 24 hours, all other Bid Defects not listed in Section 102.11.1 - Non-curable Bid Defects that are identified by the Department. Failure to cure such Defects within said time may result in forfeiture of the Bidder’s Bid Guaranty. Upon such failure, the Department may take any action in the best interests of the Department, including those set forth in Section 103.6 - Failure to Fulfill Award Conditions.

Such curable Bid Defects include, but are not limited to, the following.

The Bidder signs only one of the Contract Agreement Offer & Award forms.

Missing total sum of the items provided in the Schedule of Items.

The prices or signatures on the Bid or Bid Guaranty are not in ink or other non-erasable substance.

Failure to acknowledge Receipt and consideration of all Bid Amendments.

The Bid includes only one signed Contract Agreement form.

The Bid does not include a signed Contract Agreement form but does include a signed Schedule of Items.

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.

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.

All other Defects that do not create a significant question as to the Bidder's total Bid amount or the Bidder's ability to complete the Work within the Contract Time or by the Contract Completion Date as determined by the Department."

SPECIAL PROVISION SECTION 103  
AWARD AND CONTRACTING

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

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

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 Contactor 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.