



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

Janet T. Mills
GOVERNOR

Bruce A. Van Note
ACTING COMMISSIONER

January 17, 2019
Subject: Athey Loader or Lee-Boy Force
Feed Loader without an Operator
State WIN: 021162.19A
Location: **Regions 2 & 3**
Amendment No. 1

Dear Sir/Ms.:

The following questions have been received:

Question: At the bottom of page 13 there is a line that refers to extra work ordered by the Resident and accepting compensation on a "force account" basis. I'm not sure what this means.

Response: Force Account Work is prescribed Work paid on the basis of Actual Costs such as direct costs for labor, equipment, materials, administrative overhead and additives. Extra Work for this contract would typically consist of service calls for work caused by the Department or damage repair upon return. This work is not bid, but paid for by written contract modification. Most often these payments are based upon mutual agreement. In the unlikely event that an agreement is not reached, the Department can require that a Contractor provide documentation and payment is made by the Department on a Force Account basis.

Question: On page 22 the length of the rental is listed as 5 month minimum. However, on the same page the dates are listed as 5/1/19-10/31/19; this is actually 6 months. We typically only rent a minimum of 6 months for a brand-new piece of equipment of this caliber. Please let me know if the state of Maine is looking for 5 or 6 month minimum.

Response: It has been the Department's experience that not all equipment is delivered on the day specified in the contract. Since the dates specified are close to a full season, if the equipment is delivered later than planned, and weather such as snow came unusually early, it might not be in the Department's interest to keep the equipment into November to make 6 months. If the equipment is available early and the Department can utilize the equipment or the Department is able to use the equipment later in the fall, they want the ability to increase the length of the rental term. The Department intends to use the equipment for 6 or 7 months, but cannot guarantee that.

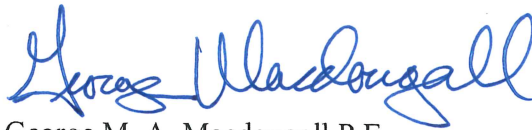
Question: At the bottom of page 23 there is a section about changes in which it says the Department may return equipment early, extend the duration, increase or decrease pay item quantities from the estimated quantities shown in the Bid Documents, and such increase or decrease shall not be considered Extra Work. I'm confused on this one as if we agree to a minimum 6

month rental that is the least that we would expect. We would be fine with a longer rental obviously; but shorter could be a problem.

Response: Extra Work is defined as Work outside the scope of the Contract, does not include items bid and the payment for such is done by written contract modification. If the rental period is increased or decreased for reasons such as equipment is returned early due to recurring equipment failure or the season extended, this is not considered Extra Work, but is considered to be a change in quantity and the Department would increase or decrease the quantity of months paid at the unit price bid per month.

Consider these changes and information prior to submitting your bid on **January 30, 2019**.

Sincerely,



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