



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

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

November 29, 2018
Subject: On Call Excavators and
Dozers Without an Operator
State WIN: PH20181114EAD
Location: **Regions 1, 2, 3, 4 & 5**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

REMOVE pages 14 - 21, "Private Equipment Rental Agreement – Without an Operator" 2 copies, 4 pages each, and **REPLACE** with the attached revised "Private Equipment Rental Agreement – Without an Operator" 2 copies, 4 pages each. If the Bidder submits the original Private Equipment Rental Agreement form, the Bidder may cure the bid defect by submitting the Private Equipment Rental Agreement form found in the amendment.

Consider this change and information prior to submitting your bid on **December 5, 2018**.

Sincerely,

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



PRINTED ON RECYCLED PAPER

TEDOCS No. _____

MATS No. _____

REVISED
MAINE DEPARTMENT OF TRANSPORTATION
On Call Excavators and Dozers
Private Equipment Rental Agreement – Without an Operator

☒ Bid Rates

This Private Equipment Rental Agreement (hereinafter referred to as “**Contract**”) is entered into by and between the **MAINE DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as “**MaineDOT**”), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, and _____, a corporation or other legal entity (hereinafter referred to as “**Contractor**”). The following attachments are hereby incorporated into this Contract by reference:

Appendix A –Rental Rates for Equipment without an Operator

MaineDOT and the Contractor, hereby agree that the Contractor shall provide the equipment described in Appendix A as requested and directed by MaineDOT and in accordance with the terms and conditions set forth below. This Contract is not a guarantee of work; Equipment shall be hired on an as needed basis during the term of this Contract.

1. **Work & Term.** The Contractor agrees to provide the equipment listed in Appendix A.

This Contract becomes effective on January 1, 2019 or the date last signed by MaineDOT, whichever is latest and constitutes the earliest date for which work may commence. The term of the Contract will continue until **December 31, 2019**. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

2. **Equipment.** The Contractor shall provide for the required registration, inspection and licensing of any equipment.

3. **Standard of Care and Correction of Errors.** If MaineDOT finds the equipment to be unsatisfactory, the Contractor shall provide an immediate replacement so as to avoid any impact on the project schedule. If the Contractor is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire another Contractor to furnish the equipment.

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

Contractor: _____

Attn: _____

Address: _____

Vendor Code: _____ **E-Mail:** _____

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

5. **Use and Maintenance.** MaineDOT will use due care in the use of the equipment and will maintain it in good working order and condition. Any major maintenance shall be provided by the Contractor.

6. **Risk of Loss or Damage.** MaineDOT assumes all risks of loss, and damage to the equipment that occurs during the term of this agreement, and will arrange for all the necessary repairs and replacements needed to return the equipment to the Contractor in the same condition, less normal wear and tear, that it was in when picked-up/delivered. MaineDOT will only permit licensed, competent employees to operate the equipment.
7. **Rates.** Rates for equipment determined by bid will be paid for at the bid rates attached in Appendix A in accordance with the process in Section 8. "Assignments". Any rate so determined shall be considered to be unique and therefore, not a basis for making changes in the published "Private Equipment Rates" found at <http://www.maine.gov/mdot/csd/laborrates/>. Rates greater than published rates will only be paid when the rates are bid or suitable equipment are not available at or below published rates. Accepted hours of use and quantities of rental equipment will be determined by the MaineDOT unless the Contractor and the MaineDOT agree to another method of measurement.
8. **Assignments.** For work paid at greater than the published rates, work will be assigned under these agreements according to the following process: The Contractor with the lowest bid for the particular Equipment with the appropriate attachments and capabilities for the Region (the "Assignment") will have first option to furnish the equipment. If this Contractor is unable to accept the Assignment, then the MaineDOT will contact the firm that submitted the next lowest bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment.
9. **Termination and Failure to Perform.** If, an Contractor accepts an assignment and then fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the MaineDOT may issue a written warning. If the Contractor subsequently fails to furnish equipment when required or furnishes unsatisfactory equipment, or fails to meet other contractual requirements, the MaineDOT reserves the right to immediately terminate the Contract by written Notice of Termination. The MaineDOT may terminate this Contract with or without cause upon 7 days written notice.
10. **Hold Harmless.** The Contractor agrees to indemnify, defend, and holds harmless the MaineDOT and its officers, agents and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands arising from:
 - a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Contractor, its Subcontractors, or employees, in connection with the performance of this Agreement;

The language in the Agreement shall not constitute a waiver of any defense, immunity or limitation of liability that may be afforded the MaineDOT, or its officers, agents or employees, under the Maine Tort Claims Act (Title 14 M.R.S.A. 8101 et. seq.), and shall not constitute a waiver of any other privileges or immunities that may be afforded to the MaineDOT. This provision shall survive termination or expiration of this Agreement.
11. **Representations.** By signing below, the Contractor hereby represents that to the best of the Contractor's knowledge and belief:
 - a. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
 - b. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of this Contract.
12. **Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be

governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

13. **Governing Law.** This Contract shall be governed by the laws of the Federal Government and the State of Maine. Contractor shall comply with all applicable federal, state, and local laws, including all applicable OSHA laws and regulations.
14. **Entire Contract.** This Contract consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Sections 101, 102, &103 and this agreement will be governed by the documents listed above. This document cannot be changed except through the execution of a written modification.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute this Contract and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

Award:

This contract is accepted for (see checked boxes).

Region 1	☐
Region 2	☐
Region 3	☐
Region 4	☐
Region 5	☐

CONTRACTOR

(Print Name)

(Authorized Signature)

(Date)

MAINE DEPARTMENT OF TRANSPORTATION

(Region Manager, Superintendent or TOM only)

(Region)

(Approval Signature)

(Printed Signature & Title)

(Date)

MAINE DEPARTMENT OF TRANSPORTATION
Rental Rates for Equipment without an Operator
On Call Excavators and Dozers
Appendix A

Contractor Name: _____

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

Contractors shall attach an Equipment & Rate List containing all of the required information or fill out the form below.

☐ Equipment & Rates Attached

The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed (signature line located on Page 3 of Rental Agreement)
- c) the unit price for any item is unreadable

Fees must be included in Bid Price (Transportation is described in Special Provision)
Do not make any handwritten changes to the Agreement/Appendix A.

The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions.

Excavator or Dozer	Operating Weight	Horsepower	Equipment Description, Make, Model, Bucket, Capacity, Attachments, etc.	Region(s) or Area(s) and Region	Hourly Rental Rate*	Daily Rental Rate*	Weekly Rental Rate*	Monthly Rental Rate*

Contracts will be executed for equipment listed in these bid documents. Rates furnished for additional pieces of equipment will not be used by the Department.

TEDOCS No. _____

MATS No. _____

REVISED
MAINE DEPARTMENT OF TRANSPORTATION
On Call Excavators and Dozers
Private Equipment Rental Agreement – Without an Operator

☒ **Bid Rates**

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Appendix A –Rental Rates for Equipment without an Operator

MaineDOT and the Contractor, hereby agree that the Contractor shall provide the equipment described in Appendix A as requested and directed by MaineDOT and in accordance with the terms and conditions set forth below. This Contract is not a guarantee of work; Equipment shall be hired on an as needed basis during the term of this Contract.

1. **Work & Term.** The Contractor agrees to provide the equipment listed in Appendix A.

This Contract becomes effective on January 1, 2019 or the date last signed by MaineDOT, whichever is latest and constitutes the earliest date for which work may commence. The term of the Contract will continue until **December 31, 2019**. MaineDOT does not guarantee the use of any of the equipment listed in Appendix A.

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7. **Rates.** Rates for equipment determined by bid will be paid for at the bid rates attached in Appendix A in accordance with the process in Section 8. "Assignments". Any rate so determined shall be considered to be unique and therefore, not a basis for making changes in the published "Private Equipment Rates" found at <http://www.maine.gov/mdot/csd/laborrates/>. Rates greater than published rates will only be paid when the rates are bid or suitable equipment are not available at or below published rates. Accepted hours of use and quantities of rental equipment will be determined by the MaineDOT unless the Contractor and the MaineDOT agree to another method of measurement.
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Award:

This contract is accepted for (see checked boxes).

Region 1	☐
Region 2	☐
Region 3	☐
Region 4	☐
Region 5	☐

CONTRACTOR

(Print Name)

(Authorized Signature)

(Date)

MAINE DEPARTMENT OF TRANSPORTATION

(Region Manager, Superintendent or TOM only)

(Region)

(Approval Signature)

(Printed Signature & Title)

(Date)

MAINE DEPARTMENT OF TRANSPORTATION
Rental Rates for Equipment without an Operator
On Call Excavators and Dozers
Appendix A

Contractor Name: _____

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