



Janet T. Mills
GOVERNOR

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

Bruce A. Van Note
COMMISSIONER

May 9, 2019
Subject: On Call RC Trench Rollers,
Equipment Rental without Operator
State WIN: PH20190417RCT
Location: **Regions 1, 3, 4 & 5**
Amendment No. 1

Dear Sir/Ms.:

Please make the following changes to the Bid Documents:

In the Bid Book:

CHANGE On page 9, NOTICE TO CONTRACTORS, the bid opening date from "May 8, 2019", to read "**May 22, 2019**".

REMOVE pages 10 – 13, On Call RC TRENCH ROLLERS - Private Equipment Rental Agreement – Without an Operator, 4 pages, and **REPLACE** with the attached, revised On Call RC TRENCH ROLLERS - Private Equipment Rental Agreement – Without an Operator, 2 copies, 4 pages each.

REMOVE pages 14 – 16, SPECIAL PROVISIONS – EQUIPMENT RENTAL – REMOTE CONTROL TRENCH ROLLER, 3 pages, dated March 12, 2019, and **REPLACE** with the attached, revised SPECIAL PROVISIONS – EQUIPMENT RENTAL – REMOTE CONTROL TRENCH ROLLER, 3 pages, dated May 9, 2019.

Consider this change and information prior to submitting your bid on **May 22, 2019**.

Sincerely,

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

MAINE DEPARTMENT OF TRANSPORTATION
On Call RC TRENCH ROLLERS
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 the date last signed by MaineDOT, and constitutes the earliest date for which work may commence. The term of the Contract will be for the **2019 and 2020 Season ending December 31, 2020**. 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 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. Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate unless otherwise noted. 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 the 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 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 RC TRENCH ROLLERS
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.

DELIVERED BY CONTRACTOR					
Equipment Type	Equipment Description, Make, Model, etc.	Region(s) or Area(s) and Region	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate
			*Mobilization is not included in the rates bid. See Special Provisions		
PICKED UP BY THE MAINEDOT					
Equipment Type	Equipment Description, Make, Model, etc.	Region(s) or Area(s) and Region	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.

(Print Respondent's Name and Title)

Signature

MAINE DEPARTMENT OF TRANSPORTATION
On Call RC TRENCH ROLLERS
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 the date last signed by MaineDOT, and constitutes the earliest date for which work may commence. The term of the Contract will be for the **2019 and 2020 Season ending December 31, 2020.** 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 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. Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate unless otherwise noted. 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 the 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 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 RC TRENCH ROLLERS
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.

DELIVERED BY CONTRACTOR						
Equipment Type	Equipment Description, Make, Model, etc.	Region(s) or Area(s) and Region	Daily Rental Rate	Weekly Rental Rate	Monthly Rental Rate	
			*Mobilization is not included in the rates bid. See Special Provisions			
PICKED UP BY THE MAINEDOT						
Equipment Type	Equipment Description, Make, Model, etc.	Region(s) or Area(s) and Region	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.

(Print Respondent's Name and Title)

Signature

**SPECIAL PROVISIONS
EQUIPMENT RENTAL
REMOTE CONTROL TRENCH ROLLER**

This work shall consist of furnishing equipment and when required, delivering and retrieving equipment.

The Department and each responsive, responsible bidder who meets the requirements and specifications of this proposal may enter into a Contract to provide equipment without operators for use on construction and maintenance work on an as needed basis. The Contractor with the lowest rate for the equipment in the equipment category with the appropriate attachments and capabilities will have first option to furnish the equipment.

The MaineDOT will provide the following:

- Insurance
- Daily Fuel, oil and grease

The Vendor will provide operator training upon delivery incidental to the unit prices bid.

Equipment The equipment specifications and terms are as follows (maximum hours of rented unit not to exceed 5000)

TRENCH ROLLERS, 0 – 1 TONS

- Remote Roller shall be equipped with double steel drums
- Remote control operation
- Hydrostatic drive and steering
- Drum scrapers (1 per drum)
- Mounted lifting hook
- Gradeability 45%

TRENCH ROLLERS, 1.01 – 2 TONS

- Remote Roller shall be equipped with double steel drums
- Remote control operation
- Hydrostatic drive and steering
- Drum scrapers (1 per drum)
- Mounted lifting hook
- Gradeability 45%

TRENCH ROLLER, 2.01 – 3 TONS

- Remote Roller shall be equipped with double steel drums
- Remote control operation
- Hydrostatic drive and steering
- Drum scrapers (1 per drum)
- Mounted lifting hook
- Gradeability 45%

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

Area 1 – Northern Aroostook Area – Includes areas assigned to crews in Fort Kent, Madawaska, Van Buren and all outlying towns in this area.

Area 2 – Central Aroostook Area – Includes areas assigned to crews in Caribou, Presque Isle, Houlton and all outlying towns in this area.

Area 3 – Southern Area – Includes areas assigned to crews in Topsfield, Medway, Oakfield and all outlying towns in this area.

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

Performance. The MaineDOT reserves the right, at the time of delivery, to inspect the equipment and reject because of condition, and the Contractor will have the option to replace the equipment with another acceptable, equivalent unit or the MaineDOT will assign the Work to another Contractor. 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). 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 rate per month in accordance with section “Measurement and Payment” below.

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

Measurement and Payment. The MaineDOT will measure and pay for equipment rental at the units and rates determined in Appendix A of the “Private Equipment Rental Agreement”. Time spent servicing and maintaining will not be measured for payment.

For items “Delivered by Contractor”, time spent moving to and from the site, will not be measured and paid for as equipment rental, but will be paid as mobilization. Regardless of whether equipment rental is paid by the hour, day, week or month, the MaineDOT will pay for Mobilization by the hour at the hourly equipment rental rate bid for the time it takes to haul the equipment one way using the shortest legal route from the site where the equipment is picked up or the company facility nearest to the Maine DOT project site, whichever is closest, to the Maine DOT project site. The Department will estimate the cost of mobilization using the Contractor’s facilities and include this when determining lowest rental rate.

For items “Picked up by the MaineDOT”, time spent moving to and from the site, will not be measured and paid for as equipment rental, but will be paid as mobilization. The MaineDOT will pay for Mobilization by the hour at the equipment rental rate bid for the time it takes to haul the equipment one way using the shortest legal route from the site where the equipment is picked up or the company facility nearest to the Maine DOT project site, whichever is closest, to the Maine DOT project site. The Department will estimate the cost of mobilization using the Contractor’s facilities and include this when determining lowest rental rate.

The MaineDOT will pay for accepted quantities of equipment at the contract unit price. There will be no limit on hours nor additional payment for overtime.

Delivery. When the equipment is bid “Delivered by Contractor”, the Contractor shall deliver the equipment and pick up the equipment from MaineDOT site specified when the work is assigned and mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate.

Bidding. As a minimum, the Bidder will submit a bid Package consisting of the following:

- (1) the completed Appendix A or a separate equipment and rate list that contains all of the information required to complete Appendix A, and
- (2) 2 copies of the completed and signed Private Equipment Rental Agreement – Without an Operator form, and
- (3) any other Bid Requirements listed in the Bid Documents.

Award and Contracting After Bid Opening and as a condition for Award of a Contract, the MaineDOT may require an Apparent Successful Bidder to demonstrate to the MaineDOT’s satisfaction that the Bidder is responsible and qualified to perform the Work and that the equipment is acceptable to the MaineDOT.

The properly completed and signed Private Equipment Rental Agreement – Without an Operator form provided with the Bid constitutes the Bidder’s offer. Once the MaineDOT has received any other pre-award items required, the MaineDOT may sign the Private Equipment Rental Agreement – Without an Operator form and execute the Contract.