

SHOULDER MACHINE

**EQUIPMENT RENTAL
Without Operator**

STATEWIDE

2012

MAINTENANCE & OPERATIONS

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. the completed Appendix A or separate attachment with required bid information
 - b. two (2) copies of the completed and signed Private Equipment Rental Agreement – Without an Operator form
3. Bids may be delivered directly to the MaineDOT headquarters located at 24 Child Street, Augusta. If a paper Bid is to be hand carried to the DOT Headquarters, deliver directly to the Reception Desk using the “Public Entrance” which is located on the Capitol Street side of the MaineDOT Headquarters Building in Augusta. Hand-carried Bids may be in one envelope, and should be marked with the following information:
 - Bid Enclosed - Do Not Open
 - Title:
 - Date of Bid Opening:
 - Name of Contractor
4. Bid packages may also be mailed to Maine Department of Transportation, 16 State House Station, Augusta, ME 04333-0016. If a bid is to be sent express or overnight delivery, “FedEx First Overnight” delivery is suggested as the package is delivered directly to the MaineDOT Headquarters Building, 24 Child Street, Augusta, ME. Other means, such as U. S. Postal Service’s Express Mail has proven not to be reliable. All Bid Packages which are mailed or sent overnight delivery, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title:
 - Date of Bid Opening:
 - Name of Contractor with mailing address and telephone number

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

- Double Envelope: Bid Enclosed
 - Title:
 - Date of Bid Opening:
 - Name of Contractor:
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. All questions and requests for information must be made in writing on the Request for Information form and fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

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 planholders 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 provide an email address to Diane Barnes or David Venner at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

**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 Shoulder Machine Rental without Operator, Regions 1-5" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on June 27, 2012 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: Shoulder Machine Rental without Operator

Location: In Regions 1-5

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 (not drawings), and bid results. For Project-specific information fax all questions to Gail MacMunn at (207)624-3431. 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 proposal packages are available 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 Offices. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

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

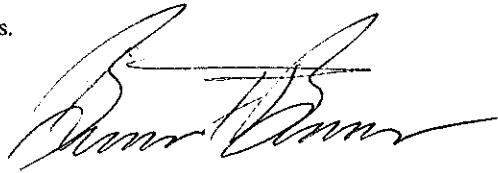
Each Bid must be made upon blank forms provided by the Department.

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail]. 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
June 13, 2012



Brian Burne
Highway Maintenance Engineer
Bureau of Maintenance & Operations

MAINE DEPARTMENT OF TRANSPORTATION
Private Equipment Rental Agreement – Without an Operator

Published Rates Quoted Rates Bid Rates

Expiration Date: _____

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 “**Owner**”). The following attachments are hereby incorporated into this Contract by reference:

Appendix A –Rental Rates for Equipment without an Operator

MaineDOT and the Owner, hereby agree that the Owner 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 Owner agrees to provide the equipment listed in Appendix A for use on

- MaineDOT work in Region(s) _____
 MaineDOT project WIN/Town/Title _____.

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 continue until _____ or through the end of the calendar year, whichever comes first.

2. **Equipment.** The Owner 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 Owner shall provide an immediate replacement so as to avoid any impact on the project schedule. If the Owner is unable to provide a replacement in a timely manner, MaineDOT reserves the right to hire another Owner to furnish the equipment.
4. **Contact Information.** All correspondence and reports will be sent to the individual below.

Owner:
Attn: _____

Vendor Code: _____
Tel: _____
E-mail: _____
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 Owner.
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 Owner 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.** MaineDOT will pay the published "Private Equipment Rates" found at www.state.me.us/mdot/community-programs/laborrates.php. Rates for equipment not included in or different from those published by MaineDOT will be determined by bid or quote and paid at the attached rates in Appendix A. Any rate so determined shall be considered to be unique and therefore, not a basis for making changes in the published rates. Mobilization to and from the jobsite will not be paid separately and will be considered incidental to the base rental rate. Accepted hours of use and quantities of rental equipment will be determined by the MaineDOT unless the Owner and the MaineDOT agree to another method of measurement.
8. **Assignments.** For work not paid at published rates, work will be assigned under these agreements according to the following process: The Owner with the lowest bid for the particular Equipment with the appropriate attachments and capabilities (the "Assignment") will have first option to furnish the equipment. If this Owner is unable to accept the Assignment, then the MaineDOT will contact the firm that submitted the next lowest bid to see if that Owner will accept the Assignment and subsequent Owners in ascending order of the amount of their bids, until an Owner accepts the Assignment.
9. **Termination and Failure to Perform.** If, an Owner 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 Owner 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 Owner 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 Owner, 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 Owner hereby represents that to the best of the Owner's knowledge and belief:
 - a. The Owner knows of no legal, contractual, or financial impediment to entering into this Contract.
 - b. The person signing below is legally authorized by the Owner to sign this Contract on behalf of the Owner and to legally bind the Owner to the terms of this Contract.
12. **Dispute Resolution.** If, in the performance of this Agreement, there arises a dispute between the Owner 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. Owner 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, Revision of December 2002, 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 Owner, 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.

For Owner:

(Print Name)

(Authorized Signature)

(Date)

For 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
Appendix A

Owner Name: _____

Equipment & Rates Attached

Equipment Description & Capacity	Rental Rates				Insert ✓ if rate provided is not a MaineDOT published rate
	Hourly Rates	Daily Rates	Weekly Rates	Monthly Rates	
Region 1 Self Propelled Shoulder Machine					✓
Region 2 Self Propelled Shoulder Machine					✓
Region 3 Self Propelled Shoulder Machine					✓
Region 4 Self Propelled Shoulder Machine					✓
Region 5 Self Propelled Shoulder Machine					✓

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Owner:
Attn: _____

Vendor Code: _____
Tel: _____
E-mail: _____
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 Owner.
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 Owner 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.
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 - a. bodily injury, including death, and property damage (public or private) that in any way arises out of the acts or omissions of the Owner, 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.
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IN WITNESS WHEREOF, the Owner, 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.

For Owner:

(Print Name)

(Authorized Signature)

(Date)

For 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
Appendix A

Owner Name: _____

Equipment & Rates Attached

Equipment Description & Capacity	Rental Rates				Insert ✓ if rate provided is not a MaineDOT published rate
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Region 2 Self Propelled Shoulder Machine					✓
Region 3 Self Propelled Shoulder Machine					✓
Region 4 Self Propelled Shoulder Machine					✓
Region 5 Self Propelled Shoulder Machine					✓

SPECIAL PROVISIONS

Self-propelled Shoulder Machine

This work consists of furnishing and delivering equipment when needed by the MaineDOT.

Equipment

- Shoulder Machine will be a self-propelled shoulder machine.
- Shoulder Machine will have automation
- Minimum 4' hydraulic strike off extension
- Receiving hopper shall be not less than 8.5 ft.
- Hopper capacity shall be not less than 2 cubic yards.
- Screed shall have hydraulic grade and slope control

Measurement and Payment Equipment Rental will be measured per machine by the month or week. 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 each piece of Equipment was delivered and will be considered the billing start date.

Delivery The Contractor shall deliver the equipment and pick the equipment from MaineDOT Fleet Services in Augusta. The Contractor shall contact the MaineDOT a minimum of two days prior to delivery for coordination. The Contractor shall deliver the equipment only during the following times: Monday through Friday, 7:00 AM through 3:30 PM except deliveries may not be made on holidays. Delivery to the MaineDOT will not be measured for payment and will be considered incidental to the Equipment Rental.

Bidding As a minimum. The Bidder will submit a bid Package consisting of the completed Appendix A or a separate attachment listing equipment description, capacity and rates, 2 copies of the completed and signed Private Equipment Rental – Without an Operator form and any Certifications or Bid Requirements listed in the Bid Book.

Award and Contracting After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department'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 – Without an Operator form provided with the Bid constitutes the Bidder's offer. Once the department has received any other pre-award items required, the Department will sign the Private Equipment Rental – Without an Operator form and execute the Contract.