

REGION 1

EMERGENCY/ON CALL HIGHWAY WORK

Updated 10/18/2007

Maintenance & Operations

STATE PROJECT

APPLICATION/CONTRACT INSTRUCTIONS

1. Complete the forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. A signed and dated copy of SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
 - c. The completed Application
 - d. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - e. Completed Appendix B
3. For security and other reasons, all Bid Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, 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:

Town:

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:

Town:

Date of Bid Opening:

Name of Contractor:

Hand-carried Bids may be in one envelope, and should be marked with the following information:

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

4. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable.

January 30, 2004
Supercedes February 11, 2003

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 a 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 Mike Babb 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 in their bids using the Acknowledgement of bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism 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.

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/vendorinfo/vss.htm> .

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS
&
CONTRACTOR PREQUALIFICATION
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

Sealed Applications addressed to the Maine Department of Transportation, 16 State House Station, Augusta, Maine 04333-0016 and endorsed on the wrapper "**Prequalification Application for Emergency/On Call Highway Work in Region 1**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine until 11:00 o'clock A.M. (prevailing time) on **March 25, 2009**. Applicants must have completed, or successfully complete, a Highway Construction category to be considered for the award of this contract.

Description: Prequalification Application for Emergency/On Call Highway Work in Region 1

Location: Region 1

Outline of Work: Contractors desiring to perform or bid on construction, maintenance or demolition on transportation infrastructure on an Emergency or On Call basis in Region 1 between March 31, 2009 and March 31, 2012 must prepare and submit this application and enter into contracts, except as noted in the procedure.

The intent of this proposal is to receive numerous applications. Contracts will be entered into with multiple Contractors.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Monday prior to application date will not be answered. Applicants shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Packages are available at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> Packages can also be obtained at no cost at the MaineDOT building in Augusta, Maine or by telephone at 207-624-3536 between the hours of 8:00 A.M. and 4:30 P.M.

Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$30,000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

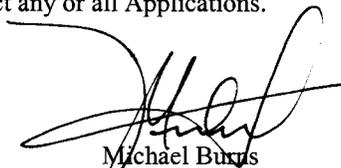
Each Application must be made upon the attached form provided by the Department.

This Contract is subject to all applicable Federal 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/contractor-consultant-information/contractor_cons.php

The right is hereby reserved to the MDOT to reject any or all Applications.

Augusta, Maine
March 4, 2009



Michael Burns
Asst. Director, Maintenance & Operations

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/comprehensive-list-projects/project-information.php> 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)

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

Contractors desiring to perform or bid on construction, maintenance or demolition on transportation infrastructure on an Emergency or On Call basis in Region 1 between March 31, 2009 and March 31, 2012 must submit a properly completed Application by the date in the notice unless one of the exceptions to prequalification listed below of this Procedure applies.

All Contractors must be prequalified in accordance with the provisions of this Procedure to be eligible to be awarded a Contract, EXCEPT that such prequalification is not required if:

- A. the Contractor's bid price is \$ 5,000 or less;
- B. the Contractor is contracted pursuant to a separate process specific to that project such as private equipment rental;
- C. the Department waives the requirement for prequalification for good cause shown and in the best interest of the State.

The Contractor must honestly, accurately and completely supply all information requested in the Application. Applications will not be considered received until the Department has received a properly completed Application including all required supporting data.

A Committee shall review all information provided in the Application. The Committee or its designees may (a) contact any person or entity necessary to verify and/or supplement any of the information requested by or provided in the Application and any other Significant information. Whenever the Committee determines that the nature or extent of the information provided in the Application is insufficient or indicates that the Contractor is not qualified, the Committee will, contact the Contractor to seek additional information. The Contractor will submit all additional information requested by the Committee.

The Committee shall evaluate all the information provided or obtained as a whole on a pass-fail basis to determine whether the Contractor is responsible and qualified. In doing so, the Committee will use the following descriptive categories.

QUALIFIED: Sufficient information exists to determine that the Contractor is likely to respond to an emergency and construct acceptable repairs in a timely manner using acceptable processes.

NOT QUALIFIED: The information demonstrates that it is unlikely that the Contractor can respond to an emergency and construct acceptable repairs in a timely manner using acceptable processes.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
CONTRACTOR PREQUALIFICATION PROCEDURE
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

Grounds for Determination of “Not Qualified”

A finding by the Committee based upon substantial evidence that any one of the following conditions exists shall be sufficient grounds, though not mandatory grounds, for an overall determination of “Not Qualified”. The Department will approve all Committee findings of “Not Qualified.”

- (1) Unsatisfactory and/or insufficient Contractor experience.
- (2) Number of personnel with applicable knowledge and experience significantly below industry standards.
- (3) Insufficient equipment to respond to emergencies.
- (4) Unlikely to respond and have Personnel and equipment on site within four hours.
- (5) A denial of prequalification or award of contract, disbarment, or other irregularities with respect to any federal, state, or local government or procurement agencies.
- (6) Other substantial deficiencies that are clearly below industry standards and that clearly demonstrate that the Contractor is “Not Qualified”.

If the Contractor is found to be qualified, the Department will deliver to the Contractor a “Notice of Prequalification” and award a contract. If the Department determines that the Contractor is not qualified, said Notice will also set forth the specific reasons therefore to the extent practical and no contract will be awarded.

Appeals and Definitions will be those described in the Maine Department of Transportation Contractor’s Prequalification Procedure.

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

1. Basic Information

Name of Contractor: _____
[Same as on Cover Page of This Application]

Contact Person(s): _____

Telephone No: _____ Fax No: _____ E-mail: _____

Address: _____

Vendor Customer No: _____

2. Organizational Structure & History

2.1 The Contractor is duly organized under the laws of the State of

_____.

2.2 The Contractor has the following organizational structure.

individual corporation partnership
 limited liability company joint venture other: _____

2.3 Please list all Predecessor Entities below (or on attached sheets if necessary).

2.4 Please list all Related Entities below (or on attached sheets if necessary).

2.5 If organized in any state other than Maine or in a foreign country, are you in compliance with all laws and regulations necessary to legally do business in the State of Maine? (Example: filings with the Maine Secretary of State.)

YES _____ NO _____

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
 APPLICATION**

For
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

2.6 Are you pre qualified for the Highway Construction category by the Maine Department of Transportation ?

YES _____ NO _____

If no, the Applicant must fill out the complete State of Maine Department of Transportation Contractor's Prequalification Application. A copy of the prequalification application may be downloaded from our website at http://www.maine.gov/mdot/contractor-consultant-information/prequal_form.php .

2.7 Within the last 5 years, has the Maine Department of Transportation denied or disqualified the Contractor (or any Predecessor Entities or Related Entities) prequalification?

3. Key Personnel , Equipment and Response requirements

3.1 Please provide the following information for all Key Personnel [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Name	Job Duties	Relevant Licenses or Certifications	Experience (# of Yrs)
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____
7 _____	_____	_____	_____
8 _____	_____	_____	_____
9 _____	_____	_____	_____

[Attach additional sheets as necessary.]

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
 APPLICATION**

For
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

3.2 Please provide the following information for all Key Equipment [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Type	Make & Model		
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____
7 _____	_____	_____	_____
8 _____	_____	_____	_____
9 _____	_____	_____	_____

[Attach additional sheets as necessary.]

3.3 Can the designated personnel be notified and equipment mobilized and be on site within four hours or less when MaineDOT has an emergency?

YES _____ NO _____

4. Insurance

Can your firm provide proof of insurability in the following categories:

1. Commercial General Liability (CGL) of \$1,000,000.00 per occurrence, and 2,000,000.00 in the aggregate.
2. Automobile of \$1,000,000.00 per occurrence.
3. Workers Compensation in accordance with the requirements of the laws of the State of Maine.

A Certificate of insurance must be submitted to the Contract Procurement Office prior to execution of a contract. MaineDOT must be named additional insured on the CGL policy.

Maine Department of Transportation
**CONTRACTOR'S PREQUALIFICATION
APPLICATION**

For
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

5. Certifications

By signing below, the person signing below hereby certifies as follows:

1. I have personal knowledge of all the information contained in this Application OR I am responsible for the accuracy of all such information
2. The information contained in this Application is true and complete.
3. I hereby authorize the Department to contact any person or entity necessary to verify or supplement any of the information requested by or provided in this Application without liability, and I hereby further authorize any person or entity contacted to provide any and all information requested without liability.
4. The Contractor has read, understands, and agrees to all terms of the Prequalification Procedure and this Application.
5. I am duly authorized by law and by the Contractor to sign this Application on behalf of the Contractor.

CONTRACTOR

Date

[Signature]

By: _____
[Name and Title Printed]

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

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____.

The Vendor Customer Number of the Contractor is _____.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A - Special Provisions for Emergency/On call highway work in Region 1
- Appendix B - Equipment and Labor Rates for 2009

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 Assignment Letter and Contract including Extra Work in conformity with the Assignment Letter and Contract, for the **Emergency/On Call Highway Construction in Region 1**. The Work includes construction, maintenance during construction, warranty as provided in the Assignment Letter and 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 Assignment Letter and 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 **February 28, 2011**.

C. Price.

The original Contract amount is **One Million Dollars and no Cents (\$1,000,000.00)**. The actual Contract amount will be determined by the actual work performed at the rates described in Appendix B and individual assignment letters. The Maine DOT does not guarantee the use of any or all of the Contract amount. Contractor may negotiate a revised Appendix B - Equipment and Labor Rates once a year.

The original Contract amount will be used as the basis for determining the amounts of the required Performance Surety Bond and Payment Surety 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 Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, 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 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 Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement;

and Contract Bonds contained herein for **Emergency/On Call Highway Construction in Region 1**, 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 Appendix B - Equipment and Labor Rates and the prices in the Assignment Letters.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Appendix B - Equipment and Labor Rates and the Assignment Letters 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 Assignment Letters, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, 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 complete the Work within the time limits given in the Assignment Letters.

Fourth: 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 two duplicate originals 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)

(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

(Signature)

(Name and Title Printed)

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

_____ a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at _____.

The Vendor Customer Number of the Contractor is _____.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A - Special Provisions for Emergency/On call highway work in Region 1
- Appendix B - Equipment and Labor Rates for 2009

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 Assignment Letter and Contract including Extra Work in conformity with the Assignment Letter and Contract, for the **Emergency/On Call Highway Construction in Region 1**. The Work includes construction, maintenance during construction, warranty as provided in the Assignment Letter and 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 Assignment Letter and 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 **February 28, 2011**.

C. Price.

The original Contract amount is **One Million Dollars and no Cents (\$1,000,000.00)**. The actual Contract amount will be determined by the actual work performed at the rates described in Appendix B and individual assignment letters. The Maine DOT does not guarantee the use of any or all of the Contract amount. Contractor may negotiate a revised Appendix B - Equipment and Labor Rates once a year.

The original Contract amount will be used as the basis for determining the amounts of the required Performance Surety Bond and Payment Surety 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 Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, 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 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 Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement;

and Contract Bonds contained herein for **Emergency/On Call Highway Construction in Region 1**, 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 Appendix B - Equipment and Labor Rates and the prices in the Assignment Letters.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Appendix B - Equipment and Labor Rates and the Assignment Letters 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 Assignment Letters, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, 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 complete the Work within the time limits given in the Assignment Letters.

Fourth: 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 two duplicate originals 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)

(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

(Signature)

(Name and Title Printed)

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)

a corporation or other legal entity organized under the laws of the State of _____, with its principal place of business located at (address of the firm) _____.

The Vendor Customer Number of the Contractor is (VCXXXXXXXXXX).

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A - Special Provisions for Emergency/On call highway work in Region 1
- Appendix B - Equipment and Labor Rates for 2009

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 Assignment Letter and Contract including Extra Work in conformity with the Assignment Letter and Contract, for the **Emergency/On Call Highway Construction in Region 1**. The Work includes construction, maintenance during construction, warranty as provided in the Assignment Letter and 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 Assignment Letter and 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 **February 28, 2011**.

C. Price.

The original Contract amount is **One Million Dollars and no Cents (\$1,000,000.00)**. The actual Contract amount will be determined by the actual work performed at the rates described in Appendix B and individual assignment letters. The Maine DOT does not guarantee the use of any or all of the Contract amount. Contractor may negotiate a revised Appendix B - Equipment and Labor Rates once a year.

The original Contract amount will be used as the basis for determining the amounts of the required Performance Surety Bond and Payment Surety Bond each being 100% of the amount of this Contract.

D. Contract.

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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 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 Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement;

and Contract Bonds contained herein for **Emergency/On Call Highway Construction in Region 1**, 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 Appendix B - Equipment and Labor Rates and the prices in the Assignment Letters.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Appendix B - Equipment and Labor Rates and the Assignment Letters 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 Assignment Letters, which may be ordered by the Department, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, 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 complete the Work within the time limits given in the Assignment Letters.

Fourth: 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 two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

(Date Here)
Date

(Sign Here)
(Signature of Legally Authorized Representative
of the Contractor)

(Print Name Here)
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

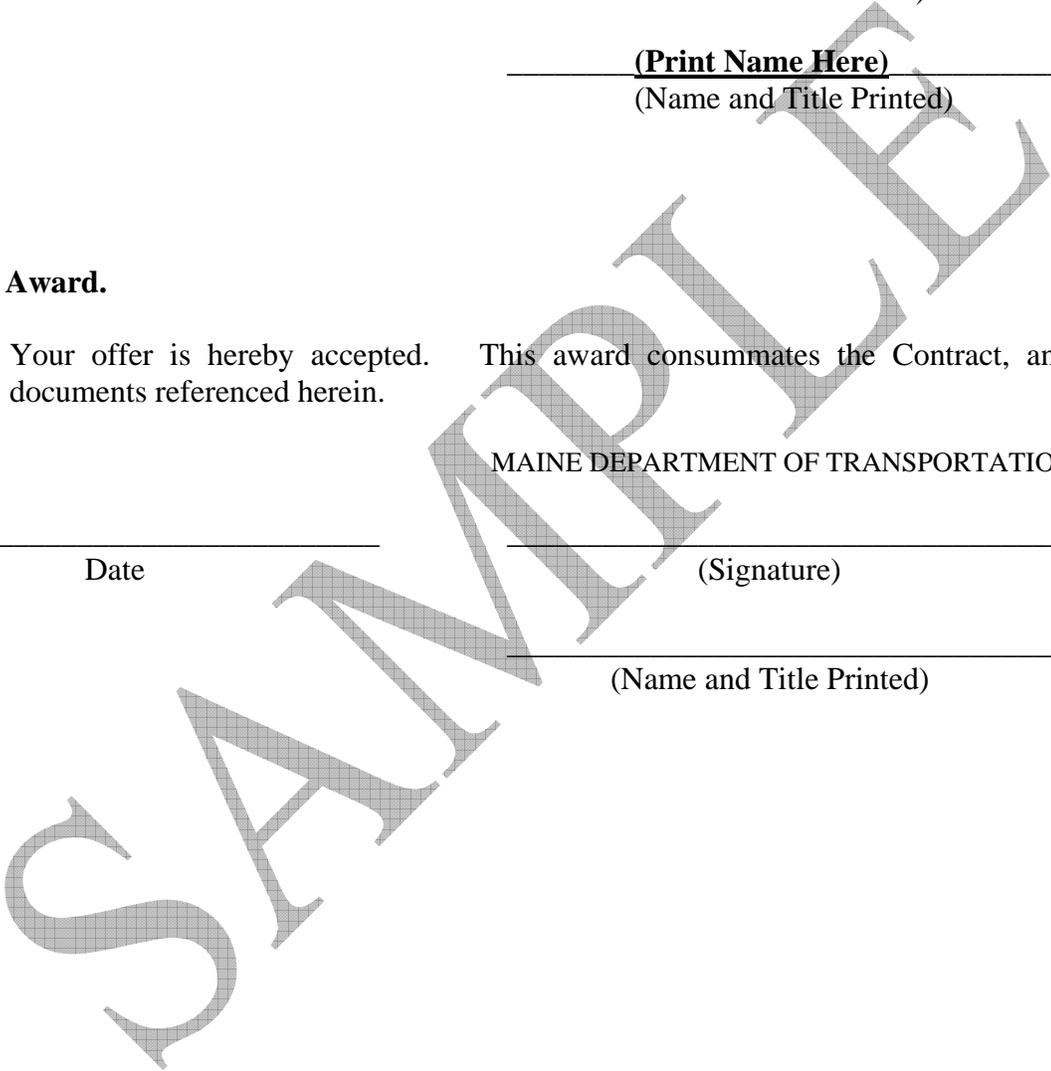
This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

(Signature)

(Name and Title Printed)



BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ and the State of _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ and 00/100 Dollars (\$ _____),
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this day of, 20.....

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....
.....
.....

ADDRESS
.....
.....

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business in
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this day of, 20

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

State of Maine
 Department of Labor
 Bureau of Labor Standards
 Technical Services Division
 Augusta, Maine 04333-0045
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project ----- Emergency/On Call Highway Construction for Region 1

Location of Project -- Mult. Towns in Androscoggin, Cumberland, Oxford, Sagadahoc & York Counties

**2009 Fair Minimum Wage Rates
 Highway & Earthwork
 Androscoggin, Cumberland, Oxford, Sagadahoc & York Counties**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$14.25	\$0.18	\$14.43	Hot Top Plant Operator	\$22.85	\$7.02	\$29.87
Backhoe Loader Operator	\$15.00	\$1.67	\$16.67	Ironworker - Structural	\$17.75	\$4.34	\$22.09
Blaster	\$16.00	\$4.22	\$20.22	Laborers/Helper/Tender	\$12.00	\$1.19	\$13.19
Bulldozer Operator	\$16.50	\$2.23	\$18.73	Laborer - Skilled	\$13.95	\$1.19	\$15.14
Cable Splicer	\$21.27	\$7.44	\$28.71	Line Erector - Power	\$19.00	\$4.80	\$23.80
Carpenter	\$18.00	\$2.15	\$20.15	Loader Op, Front-End	\$16.00	\$2.72	\$18.72
Carpenter - Rough	\$16.00	\$2.36	\$18.36	Mechanic - Maintenance	\$18.00	\$2.55	\$20.55
Cement Mason/Finisher	\$13.60	\$0.93	\$14.53	Painter	\$14.00	\$0.54	\$14.54
Concrete Mixing Plant Op	\$16.50	\$5.18	\$21.68	Paver, Bituminous	\$17.25	\$0.98	\$18.23
Concrete Pump Operator	\$19.63	\$3.25	\$22.88	Pipelayer	\$16.00	\$1.78	\$17.78
Crane Op =>15 Tons	\$20.38	\$4.94	\$25.32	Pump Installer	\$19.50	\$4.02	\$23.52
Crusher Plant Operator	\$16.50	\$2.98	\$19.48	Roller Operator, Earth	\$14.74	\$5.47	\$20.21
Driller, Rock	\$15.50	\$4.67	\$20.17	Roller Op, Pavement	\$15.00	\$3.55	\$18.55
Electrician, Licensed	\$21.00	\$4.61	\$25.61	Screed Operator	\$17.83	\$4.92	\$22.75
Electrician Hlpr (Licensed)	\$15.00	\$2.64	\$17.64	Sheet Metal Worker	\$16.75	\$7.21	\$23.96
Excavator Operator	\$17.50	\$2.55	\$20.05	Stone Mason	\$18.95	\$1.34	\$20.29
Fence Setter	\$12.75	\$1.11	\$13.86	Truck Driver, Light	\$15.75	\$2.13	\$17.88
Flagger	\$14.00	\$2.42	\$16.42	Truck Driver, Medium	\$14.00	\$0.91	\$14.91
Glazier	\$15.00	\$3.82	\$18.82	Truck Driver, Heavy	\$13.50	\$1.93	\$15.43
Grader/Scraper Operator	\$16.75	\$3.32	\$20.07	Truck Driver, Tractor Trlr	\$14.50	\$2.63	\$17.13
Hgway Wrkr/Guardrail Inst	\$16.08	\$2.37	\$18.45	Truck Driver, Mixer, Cemnt	\$12.45	\$0.25	\$12.70

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

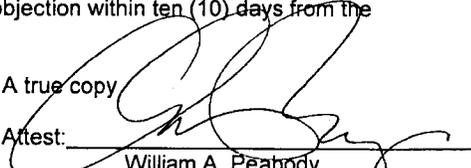
Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

Determination No: HI-034-2009
 Filing Date: February 24, 2009
 Expiration Date: 12-31-2009

A true copy
 Attest: 
 William A. Peabody
 Director
 Bureau of Labor Standards

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 PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

104.3.8A. Federal Wage Rates and Labor Laws Delete the entire section 104.3.8A.

104.3.8B State Wage Rates and Labor Laws The State wage rates enclosed apply to this project.

APPENDIX A
SPECIAL PROVISION
For
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

Invoices and Payments The Department will pay the Provider as follows: Invoices will be submitted for payment listing actual hours and dates of service.

Contract Administrator The contract administrator for this contract will be:

Name: Robert McFerren
Title: Transportation Operations Manager
Address: P.O. Box 358 Pleasant Hill Road , Scarborough, ME 04070

Contractor Requirements The Contractor must be able to be notified and the necessary personnel and equipment mobilized and be on site within three hours or less when MaineDOT has an emergency.

The Contractor must have a minimum of five years experience performing State of Maine, Department of Transportation highway construction or rehabilitation work.

The Contractor must be pre qualified for the Highway Construction category by the Maine Department of Transportation.

Insurance The Contractor shall supply proof of insurance in accordance with State of Maine, Department of Transportation, Standard Specifications Revision December 2002 before this Contract will be signed by the MDOT.

Contractor's Safety Program If a current copy of the Contractor's Safety Plan is not on file with the Contracts Section of the Department, the Contractor must submit a Safety Plan with their signed Contract. The Contractor must have an approved Safety Plan before the commencement of any Work. The Contractor's Safety Plan shall identify and address job hazards of the expected contract work and shall comply with all applicable federal, State, and local laws governing safety including all applicable laws and regulations of OSHA.

Project Specific Emergency Planning Unless the Contract provides for closure of an existing facility, the Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Project Limits if the Department has not accepted this responsibility. The Contractor shall contact all emergency service providers in the area, discuss potential impacts on emergency operations (including water supply for fire suppression), and minimize any negative impacts if the Department has not accepted this responsibility.

Temporary Soil Erosion and Water Pollution Control The Contractor shall provide continuous and effective soil erosion and water pollution control, if the Department has assumed this responsibility.

Assignment Letters

The Contractor shall perform the Work described in the Assignment Letters in a timely and efficient manner. Failure to do so may result in the termination of this Contract.

The dollar amount of this Contract is in no way a guarantee that the Department will Assign Work for any or all of the total amount.

In the case an emergency arises, that the Department has determined the work required can best be addressed using one of these contracts, the Department will contact one of the Contractors Prequalified for Emergency/On Call Highway Work in Region 1. The Department will select a Contractor to call based on an evaluation of rates in Appendix B - Equipment and Labor Rates for 2009, experience and equipment, geographic proximity, response time and determination of what is in the best interest of the State. Upon mutual agreement, an Assignment Letter will then be sent stating the price, payment, and time. The Work described in this letter will become part of the Contract.

Not all emergency work in Region 1 will be done under these contracts. Work will also be done by the Department, under private equipment rental agreements and other means not associated with this solicitation.

If the Contractor contacted cannot meet the Department's request, the next Contractor that meets the above requirements will be contacted. The Contractor able to accept the work will be assigned the work through an Assignment Letter.

If, a Contractor fails to work when required or performs it in an unsatisfactory manner, or fails to meet other contractual requirements, the Department reserves the right to immediately terminate the Contract by written Notice of Termination. In this event, the Department may complete the work with its own forces or enter into an Assignment Letter with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for to complete the Work.

Wage Rates

The State Wage Rates enclosed apply to this work. Federal Wage Rates do not apply to this work.

APPENDIX B
SPECIAL PROVISION
EQUIPMENT AND LABOR RATES FOR 2009
For
EMERGENCY/ON CALL HIGHWAY WORK IN REGION 1

List Equipment and Labor Rates for 2009 on this sheet or attach a separate sheet.

The actual Contract amount will determined by the actual work performed at the rates described in Appendix B and individual assignment letters. Contractor may negotiate a revised Appendix B - Equipment and Labor Rates once a year.

