

Updated 01/06/06

STATE PROJECT

BIDDING 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. The completed Application
 - c. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
3. To quickly enter into a contract, the applicant may submit certificates of insurance for commercial general liability, automotive liability if company vehicles used, and worker compensation. The Department must be named as an additional insured. The applicant may submit a completed vendor form if they are a new vendor or an update is required.
4. For security and other reasons, all Packages which are mailed, 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:

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.

State of Maine
VENDOR FORM

For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor	Address Change	Multi Address	Name Change	Contact Update	ID # Change
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Social Security Number*
Individual or Sole Proprietor

Federal Taxpayer ID Number*
Corporation

OR

Please fill in ONE.

S

Business name in "DBA" field below.

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*

Remit to Address: Individual or Business Name.

Name*
DBA or C/O
Address*
Tel #*

OLD:

Old number:

Name
DBA or C/O
Address
Tel #

<input type="checkbox"/> Is this the same name on your Social Security card?	Acct #
<input type="checkbox"/> If not, have you told Social Security about your name change?	Provider #

Signature* _____

Contact Name _____

Print Name or Title _____

Accounts Receivable Contact Name _____

Date* _____ (within 3 months)

Phone # if Different or for Contact Info _____

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer: <input type="checkbox"/>	Manufacturer: <input type="checkbox"/>	Factory Rep: <input type="checkbox"/>
Jobber: <input type="checkbox"/>	Retailer: <input type="checkbox"/>	Commodity: <input type="checkbox"/>
Individual: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Incorporated: <input type="checkbox"/>
Minority: <input type="checkbox"/>	Small Business: <input type="checkbox"/>	In-State: <input type="checkbox"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an * must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<u>FIELDS</u>	<u>INFORMATION NEEDED FOR FIELD</u>
<i>Special Instructions</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above SSN/EIN Fields	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security Number	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer ID Number*	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C/O	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact Name	Contact person at business
Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicators	Indicate all that apply for the vendor, as needed
Agency Info	For Agency personnel submitting the form. Contact info incase of questions.

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

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 Marine Dock and Facilities Repair and Rehabilitation**" 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 **April 4, 2007**.

Description: Prequalification Application for Marine Dock and Facilities Repair and Rehabilitation

Location: Statewide

Outline of Work: Contractors desiring to bid on Marine Dock and Facilities Repair and Rehabilitation contracts between April, 2007 and March 31, 2010 must prepare and submit this application.

Applications are requested for five zones in the state. An applicant is not required to apply in all zones, but may bid on one or more zones.

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

For general information regarding bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me/us/mdot/project/homepage.htm> contains a copy of the Application, and are also available at no cost at the Maine DOT building in Augusta, Maine or by telephone at (207)624-3536 between the hours of 8:00 A.M and 4:30 P.M. For Project-specific information fax all questions to Scott Bickford at (207)624-3431. Questions received after 12:00 noon of Monday prior to opening date will not be answered. **There will be no Bid Bond, Performance Bond, or Payment Bond Required.** 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.

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

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

Augusta, Maine
March 14, 2007



JOHN DORITY

CHIEF ENGINEER

**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)

**2007 CONTRACTOR'S PREQUALIFICATION
APPLICATION for MARINE DOCK AND FACILITIES
REPAIR AND REHABILITATION**

1. **Firm Name/Business Address:**

Address: _____
Submittal for Parent Company Branch/Subsidiary

2. **Contact Person:** _____

(Contact person must be an authorized officer of the firm who will be signing this form.)

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

Please provide the following:

Federal Tax Identification Number or Social Security Number

3. **Business Structure:**

a. Check appropriate box/boxes indicating business structure or firm ownership:

Individual	<input type="checkbox"/>	Minority Owned	<input type="checkbox"/>
Partnership	<input type="checkbox"/>	Woman Owned	<input type="checkbox"/>
Corporation	<input type="checkbox"/>	Small Business	<input type="checkbox"/>
Other	<input type="checkbox"/>	Explain:	_____

b. If a Corporation, indicate the name of the state of original incorporation:

c. Are you registered with the Maine Department of the Secretary of State, Bureau of Corporations, Elections and Commissions (207-624-7736 – <http://www.maine.gov/sos/cec/>), to do business in Maine? Yes No

d. 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 _____

**2007 CONTRACTOR'S PREQUALIFICATION
APPLICATION for MARINE DOCK AND FACILITIES
REPAIR AND REHABILITATION**

4. Experience

- a. Summary of Contractor Experience. With respect to each of the following Project Types, list the approximate number of years of experience that the Contractor has as a prime contractor or as a subcontractor with primary responsibility.

Project Type	Years
Marine Dock and Facilities Repair	_____
Marine Dock and Facilities Rehabilitation	_____

- b. Most Recently Completed Contracts. Please provide the following information regarding the last six contracts completed by the Contractor. Please list in reverse chronological order (most recently completed project first, next most recently completed project, etc.).
[Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Contract Amount	Project Type & Location	Month/Year Completed	Name/Address Contact Person & Tel. # of Owner

**2007 CONTRACTOR'S PREQUALIFICATION
APPLICATION for MARINE DOCK AND FACILITIES
REPAIR AND REHABILITATION**

- c. Contracts In Progress. Please provide the following information regarding all contracts currently in progress, in descending order of contract amount. [Please feel free to provide this information on attached sheets in another format as long as it contains all the information requested.]

Contract Amount	Project Type & Location	% Completed	Name/Address Contact Person & Tel. # of Owner

- d. Provide an alphabetical listing of all states in which the state Department of Transportation (or analogous agency) has awarded the Contractor (or any Predecessor Entities and Related Entities) a contract during the last five years.

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

[Attach additional sheets as necessary.]

**2007 CONTRACTOR'S PREQUALIFICATION
APPLICATION for MARINE DOCK AND FACILITIES
REPAIR AND REHABILITATION**

5. Insurance:

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

- a. Professional Liability at a minimum of \$500,000.00 per claim and annual aggregate.
- b. Commercial General Liability (CGL) of \$1,000,000.00 per occurrence, and 2,000,000.00 in the aggregate.
- c. Automobile of \$1,000,000.00 per occurrence.
- d. Workers Compensation in accordance with the requirements of the laws of the State of Maine.
- e. Owner & Contractors Protective Liability \$1,000,000.00 per occurrence and - \$2,000,000.00 in the Aggregate.

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.

6. Debarment, Suspension, Ineligibility, or Exclusion:

- a. Has your firm been debarred, suspended, declared ineligible or voluntarily excluded from contracts by the Federal Government or any state agency within the last 5 years?

Yes No If yes, briefly explain below.

b. Terminations/Suspensions/Defaults

(1) Within the last five years has a contract of the Contractor (or any Predecessor Entities or Related Entities) been terminated or suspended for cause?

(2) Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) been considered in default of a contract that was not cured within the time frame allowed by the contract?

- c. Claims History. Within the last five years, has the Contractor (or any Predecessor Entities or Related Entities) been a party to a Claim with an originally claimed amount in excess of \$50,000?

YES _____ NO _____

If YES, please provide full details for each Claim on attached sheets including (a) whether the Claim was brought by or against the Contractor (or any Predecessor Entities or Related Entities), (b) the nature of the dispute underlying the Claim, (c) originally claimed amounts, (d) the resolution of such Claims (including the amount) or if unresolved, the current status of such Claims, and (e) the name, address and phone number of the primary adverse party who can be contacted for additional information, and (f) a written summary of your position on the matter (if desired).

**2007 CONTRACTOR'S PREQUALIFICATION
APPLICATION for MARINE DOCK AND FACILITIES
REPAIR AND REHABILITATION**

d. Bid or other Crimes. Within the last 10 years, has the Contractor (or any Predecessor Entities or Related Entities), or any officers, owners or Key Personnel of the same ever been indicted on, convicted of, or plead or consented to a violation of a bid crime including bid collusion or any other crime involving fraud or knowing misrepresentation?

YES _____ NO _____

If YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

7. Certifications

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

- a. I have personal knowledge of all the information contained in this Application OR I am responsible for the accuracy of all such information.
- b. The information contained in this Application is true and complete.
- c. 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.
- d. The Contractor has read, understands, and agrees to all terms of this Contractors Interest Application.
- e. I am duly authorized by law and by the Contractor to sign this Application on behalf of the Contractor.

Electronic or Scanned Image of Hand Written Signature of Authorized Officer of the Firm (Contact person from page 1):

Name: _____

Title: _____

Date: _____

I certify that the foregoing signature is true and accurate. I further certify that it (a) is intended to have the force as a manual signature, (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9501 et seq.)

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 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 including Extra Work in conformity with the Assignment Letter, for Marine **Dock and Facilities Repair and Rehabilitation** in the State of **Maine**. The Work includes construction, maintenance during construction, warranty as provided, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials not supplied by MDOT 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.

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 the Completion Date listed in the Assignment Letter. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Specifications. All work under this Contract must be completed by **March 31st, 2010.**

C. Price.

The original Contract amount is **One Million Dollars and no cents \$1,000,000.00.** The Contract amount of individual Assignment Letters will be determined by the lowest responsive bid received from all Contractors Prequalified in the Work. The Maine DOT does not guarantee the use of any or all of the Contract amount.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Contract Agreement MDOT Best Management Practices for Erosion Control. 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, do(es) hereby offer to enter into this contract to supply all the materials, tools, equipment, supervision and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the prices in the Assignment Letter.

The Offeror agrees to perform the work required at the price specified in accordance with the bids provided in the Assignment Letter in strict accordance with the terms of this solicitation, and to provide the appropriate insurance.

As Offeror also agrees:

First: To do any extra work, not covered by the Assignment Letters, which may be ordered, 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: To complete the Work within the time limits given in the Assignment Letter

Third: 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.

Region 1

Region 2

Region 4

Boothbay Area

Statewide

This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Director
Bureau of Maintenance and Operations

Witness

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 _____

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials not supplied by MDOT 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.

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 the Completion Date listed in the Assignment Letter. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Specifications. All work under this Contract must be completed by **March 31st, 2010.**

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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.

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Second: To complete the Work within the time limits given in the Assignment Letter

Third: 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)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.

Region 1

Region 2

Region 4

Boothbay Area

Statewide

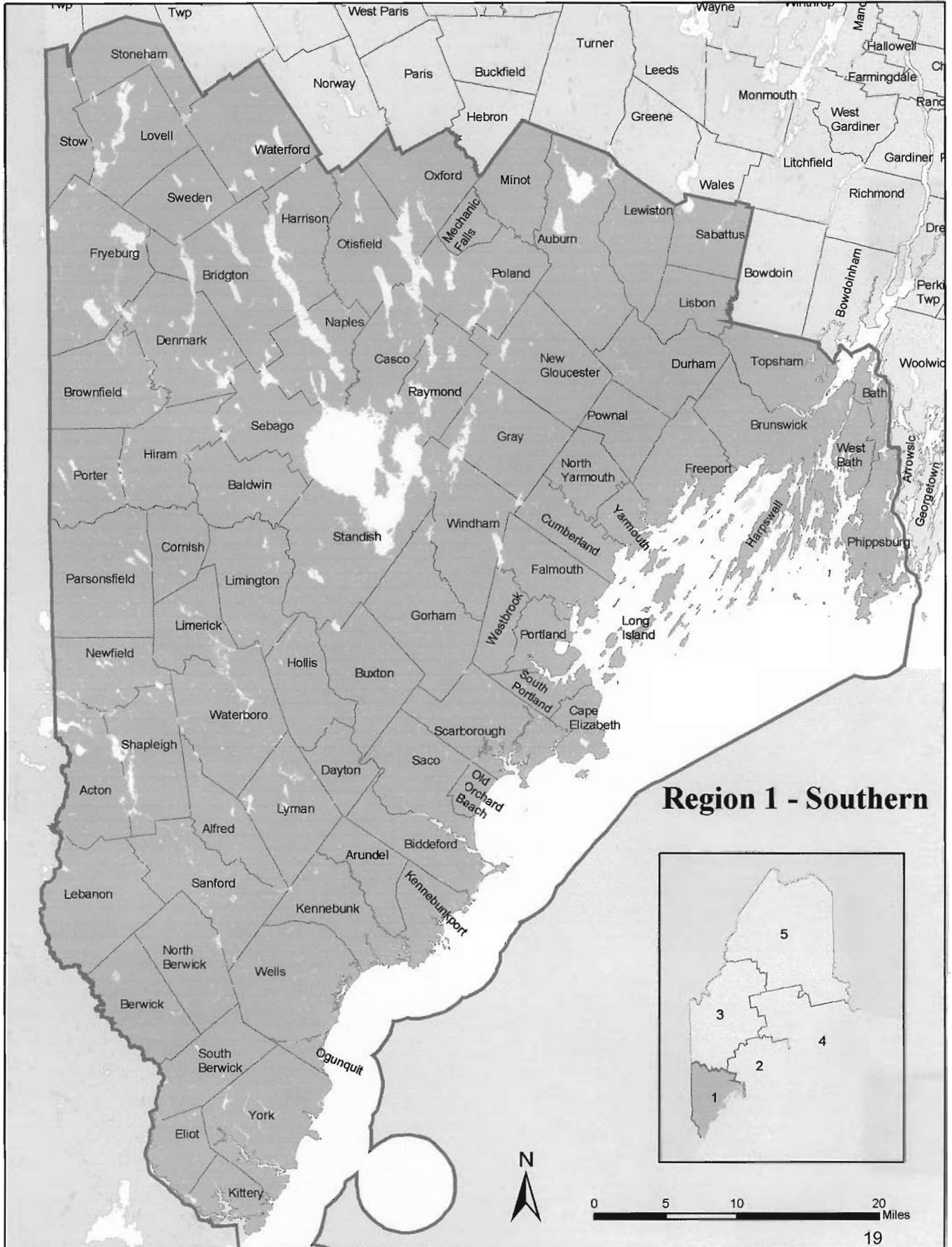
This award consummates the Contract, and the documents referenced herein.

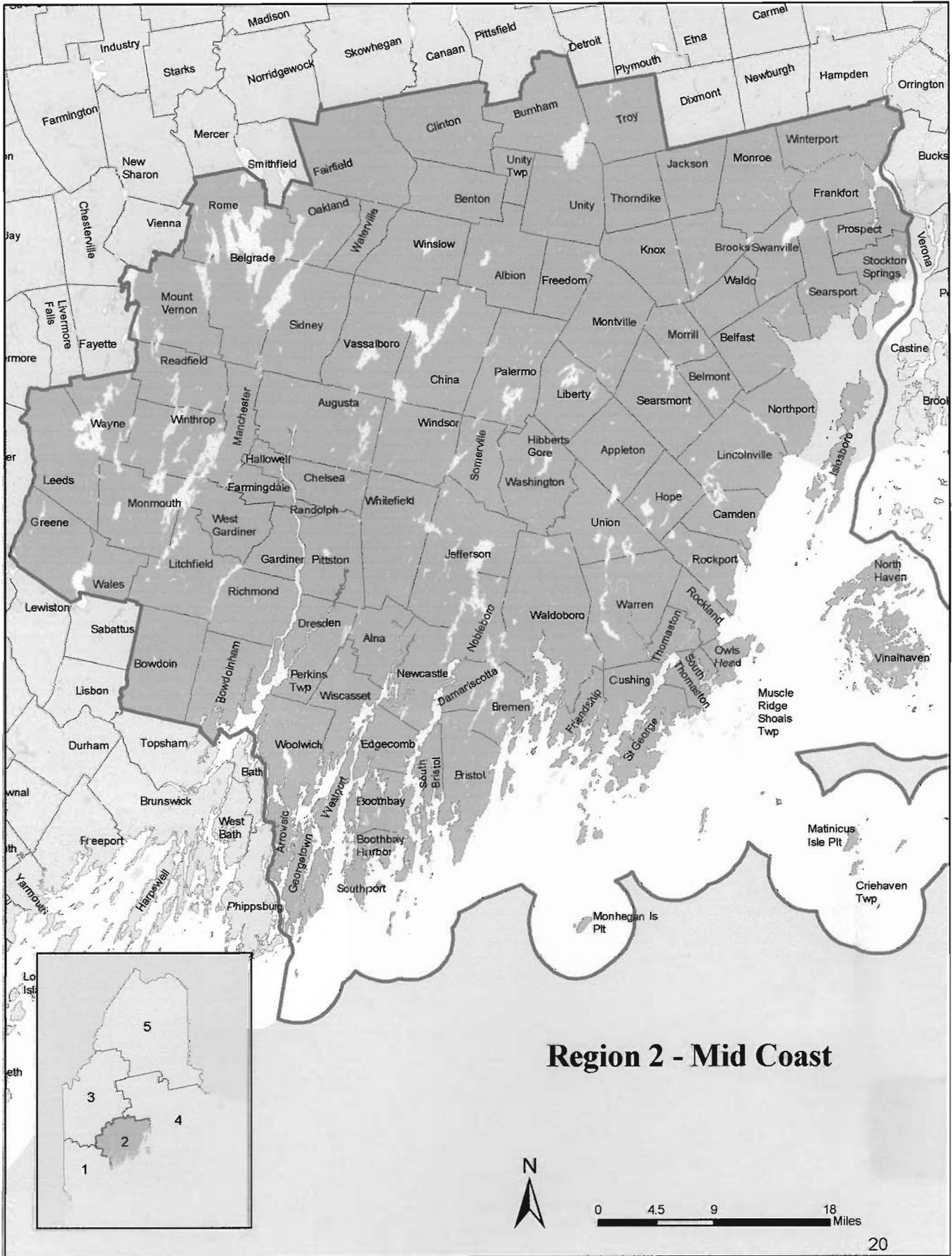
MAINE DEPARTMENT OF TRANSPORTATION

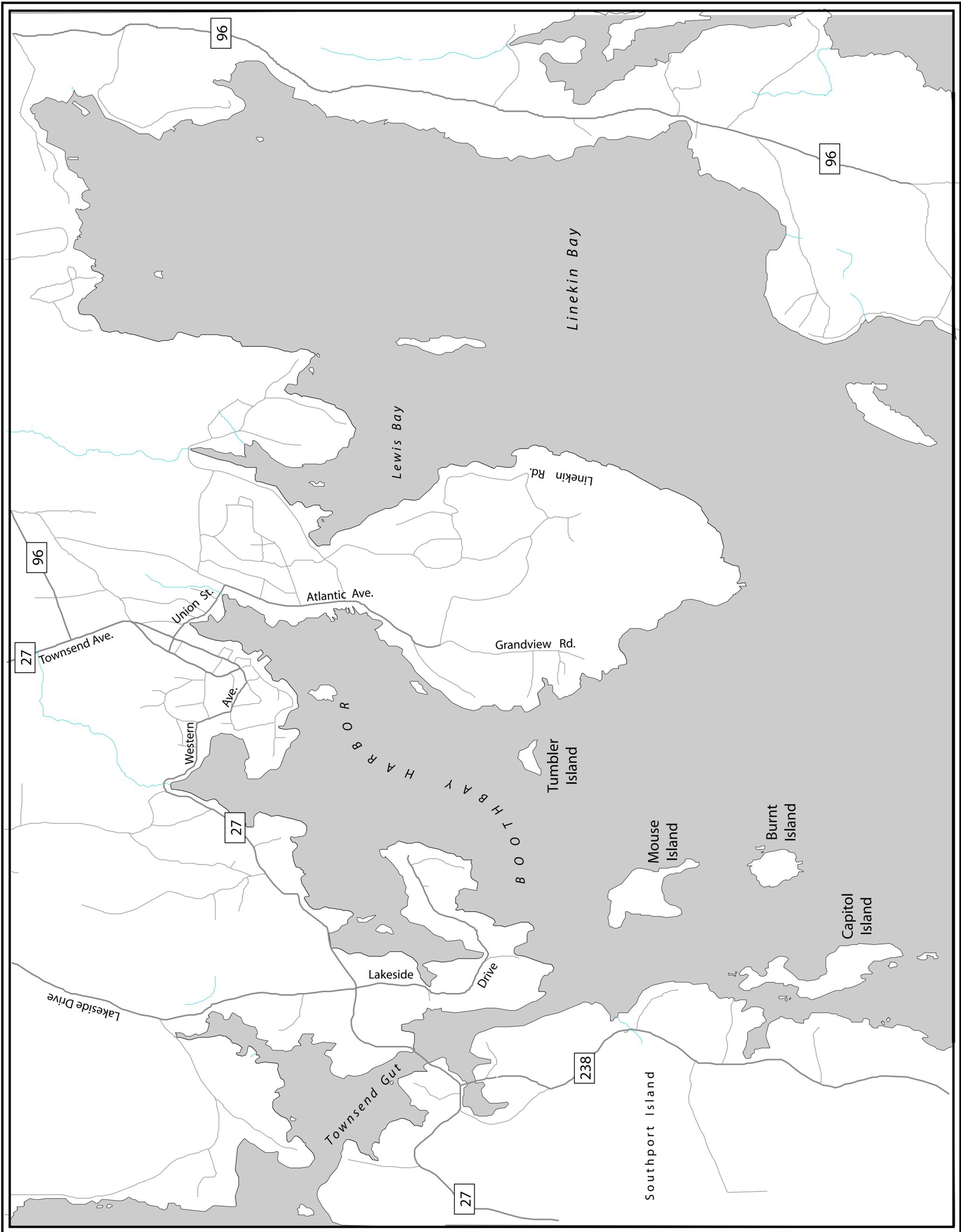
Date

By: David Bernhardt, Director
Bureau of Maintenance and Operations

Witness







Maine Department
of Transportation
Maintenance Regions

Maine Department of Transportation
Regional Offices
Contact Information

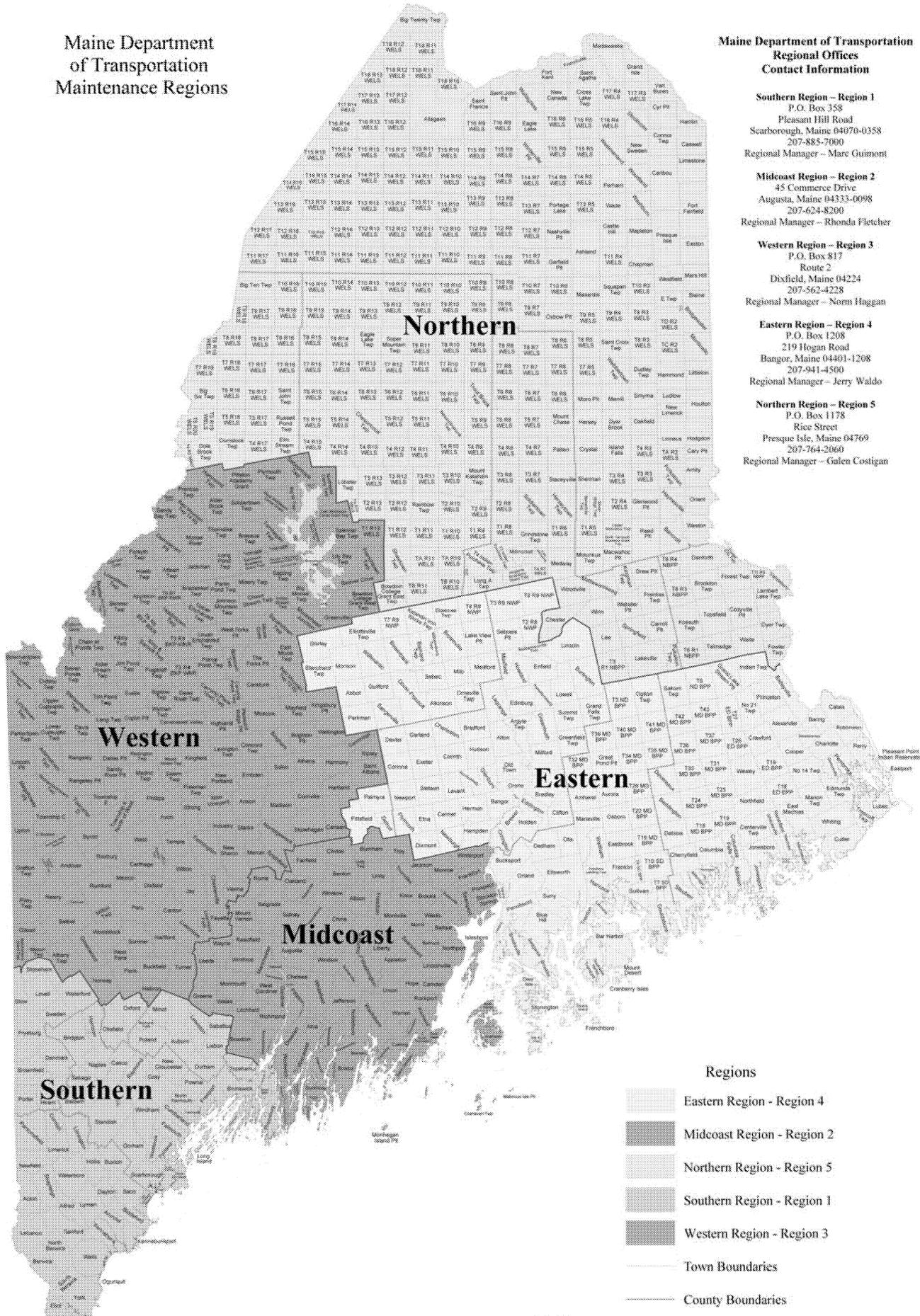
Southern Region – Region 1
P.O. Box 358
Pleasant Hill Road
Scarborough, Maine 04070-0358
207-885-7000
Regional Manager – Marc Guimont

Midcoast Region – Region 2
45 Commerce Drive
Augusta, Maine 04333-0098
207-624-8200
Regional Manager – Rhonda Fletcher

Western Region – Region 3
P.O. Box 817
Route 2
Dixfield, Maine 04224
207-562-4228
Regional Manager – Norm Haggan

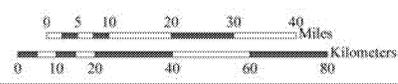
Eastern Region – Region 4
P.O. Box 1208
219 Hogan Road
Bangor, Maine 04401-1208
207-941-4500
Regional Manager – Jerry Waldo

Northern Region – Region 5
P.O. Box 1178
Rice Street
Presque Isle, Maine 04769
207-764-2060
Regional Manager – Galen Costigan



Regions

-  Eastern Region - Region 4
-  Midcoast Region - Region 2
-  Northern Region - Region 5
-  Southern Region - Region 1
-  Western Region - Region 3
-  Town Boundaries
-  County Boundaries



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Assignment Letter Process

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

As work arises, the Department will prepare a bid solicitation stating the nature of the Work, method of payment, and any time constraints. This will be sent to all Contractors prequalified for coastal dock and facilities repair and rehabilitation. The Work will be given to the lowest prequalified bidder with the ability to complete the Work in the allotted time. An Assignment Letter will then be sent to the successful bidder stating the price, payment, and time. The Work described in this letter will become part of the Contract.

Additional Requirements

- The Contractor shall be prequalified by the Maine DOT for Marine Dock and Facilities Repair and Rehabilitation
- 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.
- If a current copy of the Contractor's Safety Plan is not on file with the Department's Contracts Section, 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 shall supply proof of insurance as detailed in Standard Specification 110.3 – Insurance before this Contract will be signed by the MDOT.

Additional Requirements

This insurance provision is repeated here from the Standard Specifications for clarity:

110.3 Insurance The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

110.3.1 Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine. If maritime exposures exist, coverage shall include United States Long Shore and Harbor Workers coverage.

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

110.3.3 Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

110.3.4 Professional Liability Contractors who engage in design Work, preliminary Engineering Work, and environmental consulting Work for the Department shall maintain a Professional Liability policy for errors and omissions with a minimum limit of liability of \$500,000.00. "Design Work" includes the design of temporary Structures and all other Work that requires design computations. This policy shall cover "Wrongful Acts," meaning negligent acts, errors or omissions by the Contractor, or any entity for whom the Contractor is legally liable, arising out of the performance of, or failure to perform, professional services.

110.3.5 Owners and Contractors Protective Liability If required by Special Provision, the Contractor shall carry an Owners and Contractors Protective (OCP) Policy covering all operations performed by the Contractor and any Subcontractor, in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate, naming the Department as the sole insured party under the policy.

Additional Requirements

110.3.6 Builders Risk Unless required by Special Provision, the Department does not require the Contractor to carry Builders Risk Insurance. However, the Contractor is advised of its risks for damage to the Work as provided in Section 104.3.10 - Responsibility for Damage to the Work. The Contractor is responsible for managing and insuring these risks as it deems appropriate.

110.3.7 Environmental Impairment If required by Special Provision, the Contractor shall carry Environmental Impairment insurance to cover the risk of sudden or accidental discharge of pollutants during the prosecution of the Work. The limits of liability for this coverage shall be in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. Regardless of whether such insurance is carried by the Contractor, the Contractor is responsible for managing these risks as it deems appropriate.

110.3.8 Administrative & General Provisions

A. Additional Insured Each policy with the exception of Workers' Compensation and Professional Liability insurance shall name the Department of Transportation as an additional insured.

B. Defense of Claims Each insurance policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insureds against any and all claims for death, bodily injury, or property damage, even if groundless.

C. Primary Insurance The insurance coverage provided by the Contractor shall be primary insurance with respect to the State, its officers, agents, and employees. Any insurance or self-insurance maintained by the State for its officers, agents, and employees is in excess of the Agent's insurance and shall not contribute with it.

D. Reporting Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the State, its officers, agents, and employees.

E. Separate Application The insurance provided by the Contractor shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.