

Updated 04/28/17

STATE PROJECT (Locally Administered)

**CONTRACT DOCUMENTS
FOR
PUBLIC RESTROOM FACILITY
T1 R9 WELS, PISCATAQUIS COUNTY, MAINE
MAINEDOT PROJECT WIN 025678.00**

LOCALLY ADMINISTERED PROJECT – STATE FUNDS
Updated April 2021

BIDDING INSTRUCTIONS

1. All paper bids must be completed in ink.
2. The following documents must be received before the time of the bid opening:
 - a) Copy of Notice to Contractors;
 - b) Completed Acknowledgement of Bid Amendments form;
 - c) Completed Schedule of Items;
 - d) Two copies of the completed and signed Contract Agreement, Offer & Award form;
 - e) Bid Guaranty (if required); and
 - f) Any other certifications or bid requirements listed in the bid documents that are due by bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
 - a) Completed and signed bid bond modeled after the sample in this package for 5% of the bid amount (the industry standard AIA form is acceptable); or
 - b) Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit for 5% of the bid amount.

If you need more information about bid preparation, please call:

Fred Michaud at 207-446-7000

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation's Standard Specifications, March 2020 Edition.

NOTICE

Mailed bid packages must be provided in double envelopes (one inside the other). The following information must be written or typed on the *Inner Envelope*:

Bid Enclosed - Do Not Open

WIN: 026578.00

Town: T1R9 WELS

Date of Bid Opening: February 21, 2023 @ 12 PM Noon

Contractor's name, with mailing address and phone number:

In addition to the address information, the following information must be written or typed on the mailed *Outer Envelope*:

Double Envelope: Bid Enclosed WIN: 026578.00

Town: T1 R9 WELS

Date of Bid Opening: February 21, 2023 @ 12 PM Noon

Name of Contractor:

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

Bid Enclosed: Do Not Open

WIN: 026578.00

Town: T1 R9 WELS, Piscataquis County

Name of Contractor:

UPPER VALLEY ECONOMIC CORPORATION

Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT

_____, of the City/Town of _____
and State of _____ as Principal, and _____ a Corporation duly organized
under the laws of the State of _____ as Surety, and having a usual place of Business in
_____ and hereby held and firmly bound unto the Upper Valley
Economic Corporation in the sum of _____ for payment which Principal and Surety
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally.

The condition of this obligation is that the Principal has submitted to Upper Valley Economic Corporation, hereafter UVEC, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the construction of a public bathroom facility, septic system, and well in Township 1 Range 9 WELS, Piscataquis County and if UVEC shall accept said bid and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said bid) and shall furnish bonds for this faithful performance of said contract, and for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force, and effect.

Signed and sealed this _____ day of _____, 2023

WITNESS:

WITNESS:

PRINCIPAL

By: _____

By: _____

By: _____

SURETY:

BY: _____

BY: _____

LOCAL AGENCY: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form to submit questions about this advertised project. Include additional numbered pages as required.

RFI’s may be faxed to 207-365-7631 or submitted by email to uvec@pwless.org .

Completing the RFI form is the only allowable way to ask project-specific questions and to receive answers from UVEC during the bidding phase. UVEC will not be bound by answers to project-specific questions submitted by any other process.

When submitting RFIs by email, please follow the same guidelines as stated on the “Request for Information” form. In the subject line, include the word RFI, the project name, and the Work Identification Number (WIN).

**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.uvec.org/project_bid_proposals.aspx It is the responsibility of the Bidder to determine if there are Amendments, to download them, to incorporate them into its Bid Package, and to reference the Amendment number and the date on the form below. UVEC 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)

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT is made on the date last signed below, by and between the UPPER VALLEY ECONOMIC CORPORATION (UVEC), a legally incorporated 501 (C) (3) non-profit corporation under the laws of the State of Maine and the Internal Revenue Service with its principal administrative offices at 36 School Street, Suite #4, Sherman, ME 04776.

UVEC 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 Contract including Extra Work in conformity with the Contract, **WIN 26578.00, for UVEC in the unorganized township T1 R9 WELS, County of Piscataquis, Maine**. The Work includes construction, maintenance during construction, warranty as provided in 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 Contract.

UVEC 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 **October 1, 2023**. Further, the UVEC may deduct from money otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the *Maine Department of Transportation Standard Specifications (March 2020 Edition)* and related Special Provisions.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. Accordingly, the amount of this offer is

\$ _____ (to be determined)

\$ _____, Performance Bond and Payment 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 Project Plans, *Maine Department of Transportation Standard Specifications (March 2020 Edition)* and *Standard Details (March 2020 Edition)* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that the documents listed above will govern this Contract.

E. Certifications.

By signing below, the Contractor 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, including those in the Contract, are 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 work site, Project Plans, *Maine Department of Transportation Standard Specifications (March 2020 Edition)* and *Standard Details (March 2020 Edition)* as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds contained herein for construction of:

WIN 26578.00: (company) in (city), State of Maine, on which bids will be received until the time specified in the Notice to Contractors – does 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 Schedule of Items.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached Schedule of Items in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Municipality in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached Schedule of Items, which may be ordered by the Local Project Administrator and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the *Maine Department of*

Transportation Standard Specifications (March 2020 Edition), 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 **Upper Valley Economic Corporation** 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 *Standard Specifications* within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the *Maine Department of Transportation Standard Specifications (March 2020 Edition)* and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for **14** calendar days after the date of opening of bids.

Fifth: 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 UVEC.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby executes 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 Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted. This award consummates the Contract and the documents referenced herein.

UPPER VALLEY ECONOMIC CORPORATION

Date

By: JEFFREY PACKARD, OFFICE MANAGER

Witness

BOND # _____

SAMPLE
CONTRACT PERFORMANCE BOND

KNOW ALL BY THESE PRESENTS: That _____,
as principal, and _____,
a corporation duly organized under the laws of the State of _____ and having
a usual place of business at _____,
as Surety, are held and firmly bound unto the Upper Valley Economic Corporation(UVEC) in
the sum of _____ **and 00/100 Dollars**
(\$ _____), to be paid to said UVEC or for that 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 UVEC.

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

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

Printed Name.....

SURETY:

Signature

Printed Name.....

SURETY ADDRESS:

UPPER VALLEY ECONOMIC CORPORATION:

ADDRESS

TELEPHONE.....

.....

BOND # _____

SAMPLE
CONTRACT PAYMENT BOND

KNOW ALL BY THESE PRESENTS: That _____,
as principal, and _____,
a corporation duly organized under the laws of the State of _____ and having
a usual place of business at _____,
as Surety, are held and firmly bound unto the Upper Valley Economic Corporation (UVEC) in
the sum of _____ **and 00/100 Dollars**
(\$ _____), to be paid to said UVEC or for that 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 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 that 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

WITNESSES:

Signature.....
Printed Name.....

Signature
Printed Name.....

SURETY ADDRESS:

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

TELEPHONE.....

SIGNATURES:

CONTRACTOR:

.....
Printed Name.....

SURETY:

.....
Printed Name.....

**UPPER VALLEY ECONOMIC CORPORATION:
ADDRESS**

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.....

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LABOR WAGE RATES

Note: the Maine Department of Labor is scheduled to publish the 2023 labor rates on January 13, 2023. The following link is the the landing page for those rates.

https://www.maine.gov/labor/labor_stats/publications/wagerateconst/prevailingwage/index.shtml

If the estimated construction cost of a state-funded project is greater than or equal to \$50,000, Maine Department of Labor prevailing wage rates must be part of the bid documents. Current rates may be obtained from the Maine Department of Labor's website, referenced above. Rates are listed by county and type of work: Building, Highway/Earthwork, or Heavy/Bridge.

This wage-rate mandate applies to state-funded highway, bridge and bicycle/pedestrian projects, including those funded through the Municipal Partnership Initiative. The mandate also applies to marine projects funded through the Small Harbor Improvement Program.

For more information, refer to Title 26 of the Maine Revised Statutes Annotated, Chapter 15, "Preference to Maine Works and Contractors."

**SPECIAL
PROVISION
SECTION 104.3.8
(WAGE RATES)**

When two or more wage rate schedules appear in the bid Book, the highest rate shall prevail for each classification.

- Davis Bacon Wage Rates are not applicable to this Project.
- State of Maine Wage Rates for Piscataquis County follow this page.

SPECIAL PROVISION

SECTION 107

TIME

(Allowable Work Times)

107.3 Allowable Work Times. The Contractor shall request approval in writing from the Upper Valley Economic Corporation (UVEC) to carry on construction operations on Sundays or the following legal holidays: Indigenous People Day. The Contractor shall request such approval from the UVEC seven (7) working days before the date on which such work is planned to start.

Construction activities at the project shall not begin before 6:00 AM and may extend through the day until no later than 8:00 PM. Any work outside these times shall require written approval from UVEC.

Total weekly work time shall be limited to 40 hours per worker per week. The Contractor shall request approval in writing for work schedules requiring greater than 40 hours per worker per week. The Contractor shall request such approval from the UVEC seven (7) working days before the date on which such work is planned to start.

WIN: 26578.00
Municipality: T1 T9 WELS
Date:

SPECIAL PROVISION
SECTION 107
CONTRACT TIME

The specified contract completion date for the building is October 1, 2023.