

ADVERTISEMENT FOR BIDS

**CASCO/NAPLES BULKY WASTE & TRANSFER STATION COUNCIL
TOWNS OF CASCO AND NAPLES, MAINE
CASCO/NAPLES BULKY WASTE & TRANSFER STATION IMPROVEMENTS**

Sealed Bids for the construction of the **Casco/Naples Bulky Waste & Transfer Station Improvements** will be received by the **Casco/Naples Bulky Waste & Transfer Station Council**, at the office of the **Casco Town Manager, 635 Meadow Road, Casco, ME 04015**, until **3:00 p.m.** local time on **February 22, 2024**, at which time the Bids received will be **publicly** opened and read. Bids submitted after this time will not be accepted. Each bidder must submit a single sealed envelope, the outside of which must be clearly marked **"Bid for Casco/Naples Bulky Waste & Transfer Station Improvements"**.

The Project is located at 425 Leach Hill Road in Casco at the same location as the current Casco/Naples Transfer Station and Bulky Waste Facility. The work includes, but is not limited to all work and costs including but not limited to the following to provide a complete project ready for acceptance by the owner:

1. All work associated with phased construction. The existing site is an active solid waste transfer facility and will require phased construction to allow for continued operation during the construction. Contractor is responsible for coordination with the transfer station operator, providing temporary traffic signage, barricades, access roads, maintenance of the site and all associated work for phasing. The phasing work will require the construction of a temporary MSW collection and processing area as depicted on the contract drawings.
2. The Owner will be installing new compactors and a relocating an existing compactor to the temporary MSW collection area. This will be under separate contract between the owner and Atlantic Recycling Equipment. Atlantic Recycling Equipment will provide and install compactors and complete associated electrical and hydraulic work for the compactors. Contractor is responsible for installation of all conduits and conductors to equipment, lights and electrical panels, earthwork, concrete and associated construction and shall coordinate directly with Atlantic Recycling Equipment. As part of the bidding process, the Contractor shall contact Atlantic Recycling Equipment to coordinate what equipment and installation will be completed by Atlantic Recycling Equipment and supporting work that will be required by the contractor. The supporting contractors' work shall be included in the contractors bid.
3. Site preparation of temporary facilities including but not limited to tree clearing, grubbing, stripping topsoil, concrete pad installation for temporary MSW, gravel access drive construction, temporary fencing, security gates, and underground electrical services.
4. Demolition of existing concrete retaining walls and concrete pads in the Transfer Station and Bulky Waste Facility, Canopy at existing transfer station building, miscellaneous demolition as needed to facilitate new construction.
5. The partial demolition and modification of existing concrete retaining walls at the Transfer Station building.
6. Removal of the existing transfer station canopies and residing the building with similar materials at face of building where canopy was removed. Match existing vinyl siding to infill where canopy is removed at transfer station building.
7. Construction of new reinforced concrete retaining wall systems for waste and recycling bin areas and site retaining walls including fencing, guardrails, metal cap plats, inserts and all other associated items shown on plans and required in contract documents.

8. Construction of reinforced concrete pads at retaining walls, including embedded steel skid plate protection as required.
9. Paving throughout the facility.
10. Relocation and/or replacement of utility services including electrical, water, and sanitary sewer (force main and gravity).
11. Stormwater collection infrastructure including catch basins, grassed swales, riprap channels, culverts, and storm drain pipe.
12. Reconstruction/restoration of stormwater treatment facilities including infiltration basins and retention pond along with drainage ditches and conveyance systems.
13. Site improvements to include but not limited to earthwork, excavation, subgrade and subbase preparation, dewatering, shoring and bracing, general conditions, erosion control, gravels, export of unsuitable materials, backfilling, structural fill, paving, landscaping, fencing, guardrail, and all other site related work required by contract documents.
14. Installation of commercial cantilever sliding gates and swing gates.
15. Jobsite trailers, temporary storage, staging areas, waste removal, portable toilets, temporary power, coordination with power company, winter conditions, site security, traffic control, barricades and all other work necessary to facility construction and comply with health and safety regulations and accommodate phased construction.
16. Repair to all surfaces, reseeding, re-loaming, maintaining erosion and sedimentation control measures throughout construction including storm, snow and ice damage throughout construction and during the warrantee period until final owner acceptance.
17. Plowing, mowing (weekly) and related site maintenance during construction.
18. Coordination with solar installer who will have installed solar on the landfill during the 2023 construction season and may have follow-up maintenance and construction in the spring/summer of 2024.

The Owner, reserves the right to waive any informalities in bids, to accept any bid and to reject any and all bids should it be deemed for the best interest of the owner to do so. The Owner reserves the right to substantiate proposer's qualifications, capability to perform, availability, past performance record, and to verify that bidders are current in their obligations to the Town. This project will be subject to funding approval by the Board of Selectman.

The Owner may eliminate individual pay items from the bid as determined by the Owner. The contractor shall not be entitled to any compensation or claims due to the elimination of pay items and/or changes in pay items.

Bidders shall make note of the schedule requirements presented in the contract documents. The anticipated start date is end of March of 2024 and will be completed in phases. Depending on bid costs, the Owner will decide on which phase would be constructed in which order. From the time of authorization to proceed bid items shall be completed within the following performance periods:

Base Bid: Stormwater BMPs & Conveyance: 12 weeks from authorization to proceed. This work must be completed prior to beginning Alternate B but may occur simultaneously with Bid Alternate A.

Bid Alternate A: Bulky Waste Improvements: Complete and ready for owner acceptance within 16 weeks of Owner authorization to proceed. The Bulky Waste Transfer area will be closed during construction.

Bid Alternate B: MSW Transfer Station Improvements: Complete and ready for owner acceptance within 32 weeks of Owner authorization to proceed including the temporary MSW facility which must be constructed prior to closing the transfer station. Once the temporary MSW facility is construction and operational, the existing MSW Transfer Station will be closed for construction.

The Bidding Documents may be examined at the following locations:

1. Sebago Technics, Inc., 75 John Roberts Road, Suite 4A, South Portland, ME 04106
2. Dodge Construction Network at www.construction.com.
3. Construction Summary of Maine at www.constructionsummary.com.

The Issuing Office is Sebago Technics, 75 John Roberts Road, Suite 4A, South Portland, ME 04106. Only Electronic (PDF) copies of the Contract Documents may be obtained by contacting Owens McCullough at omccullough@sebagotechnics.com or 207-200-2100. No printed or hard copies will be provided.

To be considered a responsive Bidder, the Contractor shall have obtained plans and specifications electronically (PDF format) from the Engineer (Sebago Technics). A link to download the plans may be obtained by contacting Owens McCullough at omccullough@sebagotechnics.com or 207-200-2100. The Bid will not be awarded to a Bidder unless a record for obtaining documents from the Engineer exists in the office of the Engineer.

A Mandatory Pre-Bid Conference will be held for General Contractors at the Town of Casco Community Center conference room (940 Meadow Road, Casco, Maine 04015) on **February 7, 2024 at 9.30 a.m.** (EST). Attendance by Subcontractors, while encouraged, is not mandatory.

All questions are to be submitted to the Engineer in writing. Questions shall be transmitted by e-mail to omccullough@sebagotechnics.com. Questions received less than 5 working days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding.

Bid security shall be furnished in accordance with the Instructions to Bidders. Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

END OF SECTION

SECTION 00 41 13 – BID FORM

Casco/Naples Bulky Waste & Transfer Station Improvements

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

Casco/Naples Bulky Waste & Transfer Station Council
635 Meadow Road
Casco, Maine 04015

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| <u>Addendum No.</u> | <u>Addendum, Date</u> |
|---------------------|-----------------------|
| <u>1</u> | <u>2/12/24</u> |
| <u>2</u> | <u>2/12/24</u> |
| <u>3</u> | <u>2/16/24</u> |
| | |

- B. Bidder acknowledges that their Bid will be rejected unless the Issuing Office has a record that the Bidder has obtained Bidding Documents from the Issuing Office.
- C. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- D. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if

any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- L. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- M. Bidder understands that the Owner reserves the right to reject any or all bids.
- N. Bidder understands that, if the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project for any combination of the base bid and alternates the Owner determines to be in the best interest of the Owner
- O. The bid security attached in the amount of five percent of the Total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum fixed prices.**

| ALTERNATE B ITEMS – MSW TRANSFER STATION IMPROVEMENTS | PRICE (LUMP SUM FIXED PRICE) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <p>Transfer Station Retaining Wall Systems and Concrete Pads: Including but not limited to concrete, concrete reinforcement, forming and placement, foundation drains, and concrete protection items.</p> <p>Temporary Transfer Station: Including but not limited to concrete, concrete reinforcement, forming and placement, foundation drains, and concrete protection items, electrical work, and coordination with Atlantic Recycling for relocation of compactor unit.</p> <p>Site Utilities: Including but not limited to sewer lines, septic tanks, storm drain, catch basins, water services, electrical work and services, light poles, fixtures, and supporting appurtenances for complete operational system.</p> <p>Pavement: All finish paving of the transfer station facility, including the access drive to the bulky waste facility scale and exit.</p> <p>Earthwork and Site Improvements: Including but not limited to excavation, demolition, maintenance of the site, backfill, clearing, grubbing, excavation, guardrails, modifications to existing building, coordination with Atlantic Recycling, traffic control, fencing, gates, bollards, signage, landscaping, riprap, erosion control, bonds, insurances, general conditions, mobilizations, temporary facilities, dewatering, export, gravels, stone, fences, gates, traffic control, reclaimed asphalt, and finish grading and all other related earthwork.</p> <p>Contractor to provide complete operational project per plans and specifications and ready for owner acceptance.</p> <p><i>Two - million - forty - eight thousand dollars</i></p> | <p>\$</p> <p><i>2,048,000.00</i></p> |

TOTAL BASE BID:

Two - hundred - seventy - five - thousand \$ *275,000.00*
dollars and (use words) *no cents* (use figures)

TOTAL OF BID ALTERNATE A:

Six-hundred-forty-seven-thousand dollars \$ 647,000.00
(use words) no cents. (use figures)

TOTAL OF BID ALTERNATE B:

Two million-forty-eight-thousand dollars \$ 2,048,000.00
(use words) no cents (use figures)

TOTAL OF BASE BID AND BID ALTERNATE A:

Nine-hundred-twenty-two-thousand \$ 922,000.00
dollars and (use words) no cents (use figures)

TOTAL OF BASE BID AND BID ALTERNATE B:

Two-million-three-hundred-twenty-three \$ 2,323,000.00
thousand dollars (use words) no cents. (use figures)

TOTAL OF BASE BID, BID ALTERNATE A, & BID ALTERNATE B:

Two-million, nine-hundred-seventy \$ 2,970,000.00
thousand dollars (use words) and no cents. (use figures)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. This Bid Form in its entirety;
 - B. Required Bid security; and
 - C. Required Experience and Qualifications Statement (Section 00 45 13) with supporting data including a letter of bonding capacity.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

J Pratt Construction, Inc.

By:

[Signature]



[Printed name]

Josh Pratt

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

JoAl Pratt

Title:

Office Manager

Submittal Date:

February 22, 2024

Address for giving notices:

769 Paris Road, Hebron, ME 04238

Telephone Number:

207.345.9060

Fax Number:

207.345.9070

Contact Name and e-mail address:

Josh Pratt

josh@jprattinc.com

Bidder's License No.:

(where applicable)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

J Pratt Construction, Inc.
769 Paris Road
Hebron, ME 04238

SURETY (Name, and Address of Principal Place of Business):

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

OWNER (Name and Address):

Casco/Naples Bulky Waste & Transfer Station Council
635 Meadow Road
Casco, ME 05015

BID

Bid Due Date: February 22, 2024

Description (Project Name— Include Location):

Casco/Naples Bulky Waste & Transfer Station Improvements
425 Leach Hill Road, Casco, Maine

BOND

Bond Number: BID BOND

Date: February 22, 2024

Penal sum Five Percent of the Bid Amount

\$ 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

J Pratt Construction, Inc

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Josh Pratt

Print Name

President

Title

Attest:

Signature

Title OFFICE manager

SURETY

The Hanover Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Andrew Howard

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Title

CSA - Bonds

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,
Michael Hennessey, Blake Fryer, Timothy W. Varney, Candy Reinhard, Michael Varney, Andrew Howard, and/or Daryle Williams

Of Varney Agency of Bangor, ME each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Seventy-Five Million and No/100 (\$75,000,000) in any single instance
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)


IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of June, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

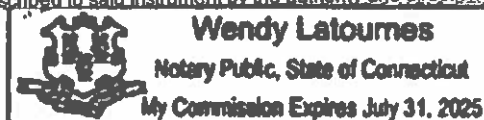

James H. Kawisch, Vice President

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


Jon M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) ss.

On this 23rd day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

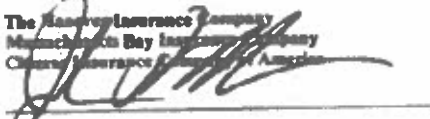



Wendy Latourmes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of February 2024.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

John Rowedder, Vice President

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



February 22, 2024

Casco/Naples Bulky Waste & Transfer Station Council
635 Meadow Road
Casco, ME 04015

RE: Casco/Naples Bulky Waste & Transfer Station Improvements

Please be advised that The Hanover Insurance Company presently supports the surety program for J Pratt Construction, Inc. We hold an A. M. Best Rating of A with a financial rating of XV, as listed in the Department of the Treasury's Federal Register. We are licensed to do business in every state in the United States.

At the request of our client, we are pleased to advise that we presently support a Performance and Payment Bond Program in the amount of \$5,000,000 for single projects within total backlog capacity of \$10,000,000.

Please understand that our willingness to provide surety bonds on any project for J Pratt Construction, Inc. is predicated upon specific criteria at the time of the bond request including, but not necessarily limited to, a review of all contract documents, bond forms, financing and all other pertinent underwriting factors.

Accordingly, this letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is offered as a bonding reference as requested by our client on your behalf. All matters pertaining to the underwriting process are between J Pratt Construction, Inc. and The Hanover Insurance Company, and any reliance beyond the stated scope of this letter is discouraged.

Sincerely,

The Hanover Insurance Company

Andrew Howard, Attorney-in-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

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That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Michael Hennessey, Blake Fryer, Timothy W. Varney, Candy Reinhard, Michael Varney, Andrew Howard, and/or Daryle Williams

Of **Varney Agency of Bangor, ME** each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Seventy-Five Million and No/100 (\$75,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 23rd day of June, 2023



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawlocki, Vice President

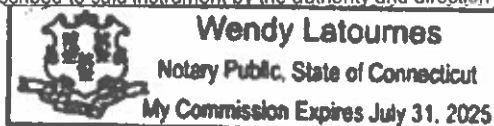
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


J. Allen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.

On this 23rd day of June 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Wendy Latoumes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of February 2024.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


John Rowedder, Vice President

SECTION 00 45 13 - EXPERIENCE AND QUALIFICATIONS STATEMENT

All questions must be answered with clear and comprehensive data; if necessary, add additional pages.
This statement must be notarized.

1. Name of Bidder and Contact Person(s) including the Project Manager: J Pratt Construction, Inc.
Josh Pratt
2. Permanent Main Office address, telephone, fax, email: 769 Paris Road, Hebron, ME
04238 207.345.9060 Fax: 207.345.9070 josh@jprattinc.com
3. Organizational Structure: S-Corp
4. Please provide the year the Contractor (and note any Predecessor Entities or Related Entities) were first organized. 2010
5. Please list any Predecessor Entities below (or on attached sheets if necessary). N/A
6. Please list any Related Entities below (or on attached sheets if necessary). N/A
7. Where incorporated. 2010 Maine
8. How many years have you been engaged in the contracting business under your present firm name? Also state names and dates of previous firm names, if any.
14 years
9. Is your firm pre-qualified by the Maine Department of Transportation (MaineDOT) for Highway Construction as of the date of Bid advertisement?
YES X NO

If YES, please state the date (year) of your current prequalification and the expiration date of your current pre-qualification.

Date of current pre-qualification

2/10/2023

Expiration Date of current pre-qualification

3/1/2024

10. 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 and other format as long as it contains the information requested].

| Contract Amount | Project Type and Location | Month/Year Completed | Name, Address, Contact Person and Telephone Number of Owner |
|-----------------|-----------------------------------|----------------------|-------------------------------------------------------------|
| 200,000 | Roads, trails SundayRiver, ME | Dec. 24 | Peter Roberts- SR ski resort Newry 207.860.0360 |
| 450,000 | Salt Shed Dixfield, ME | Nov,24 | Robert Boulay MDOT Augusta, ME 207.624.3000 |
| 399,000 | Salt Shed So Paris, ME | Nov,24 | Robert Boulay, MDOT Augusta, 207.624.3000 |
| 600,000 | Water main Lewiston, ME | Sep,24 | Faith Thomas City of Lewiston 207.513.3000x3420 |
| 250,000 | Sidewalk improve. Bridgton, ME | July, 24 | Dave Madsen Town of Bridgton 207.647.1127 |
| 1.261,000 | Waterfront Improve. Bath, ME | June,23 | Lee Leiner, PW director Bath, 207.443.8357 |

11. Please state other work of a similar nature to that stated in the Bid Proposal, including references that will assist the Owner to judge experience, skill and business standing:

| Contract Amount | Project Type and Location | Month/Year Completed | Name, Address, Contact Person and Telephone Number of Owner |
|-----------------|---------------------------------------------------|----------------------|-------------------------------------------------------------|
| 3.2 m | Downtown Revitaliz. Bridgton, ME | Nov,21 | Dave Madsen, Town Bridgton PW Director, 207.647.1127 |
| 1.1 m | Town of Naples Signal upgrades + Water main | Dec, 21 | John Hawley FMR Town Manager |

| Contract Amount | Project Type and Location | Month/Year Completed | Name, Address, Contact Person and Telephone Number of Owner |
|-----------------|---------------------------|----------------------|-------------------------------------------------------------|
| | | | |

~~MMaine~~

12. 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 and Location | % Completed | Start Date and End Date |
|-----------------|-------------------------------------------|-------------|-------------------------|
| 300,000 | Architectual designed residential project | 10 % | 3/1/24 - 6/30/24 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

13. Federal and Community Development Block Grant Funding: Within the last five years has the Contractor (or any Predecessor Entities or Related Entities) completed projects funded in part with Community Development Block Grant (CDBG) and/or Davis Bacon Wage requirements.

YES X NO

If YES, has the contractor been subject to an audit or investigation related to compliance with federal wage provisions.

YES NO X

If YES, has the contractor been subject to an audit or investigation related to compliance with federal wage provisions which identified deficiencies, errors or irregularities

YES NO X

If YES, please provide full details on attached sheets including a description of identified deficiencies and their resolution. Please feel free to include a written summary of your position on the matter.

14. Liquidated Damages:

- (a) Within the last five years has the Contractor (or any Predecessor Entities or Related Entities) had liquidated damages assessed against it?

YES NO X

- (b) Within the last five years has the Contractor (or any Predecessor Entities or Related Entities) had liquidated damages accrue which were not assessed by the Owner?

YES NO X

If YES, to (a) or (b) above please provide full details on attached sheets including the per diem amount of liquidated damages, the original contract time, and the number of days for which liquidated damages were accrued and/or assessed. Please feel free to include a written summary of your position on the matter.

15. Terminations, Suspensions or Defaults:

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

YES NO X

- (b) Within the last five years has another party (e.g. surety) completed Work which the Contractor (or any Predecessor Entities or Related Entities) was originally responsible to perform?

YES NO X

- (c) 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?

YES _____ NO X

If the answer to any of questions 15(a)-(c) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

16. Denial of Prequalification or Award:

- (a) Within the last five years has any federal, state, local government, or procurement agency denied the Contractor (or any Predecessor Entities or Related Entities) prequalification?

YES _____ NO X

- (b) Within the last 5 years has any federal, state, or local government or procurement agency, after the Contractor (or any Predecessor Entities or Related Entities) submitted the apparent low bid, refused to award a contract for reasons related to the Contractor's qualifications, experience, competence, or financial situation?

YES _____ NO X

If the answer to either of questions 16(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

17. Debarments, Etc.:

- (a) Within the last 5 years, has the Contractor (or any Predecessor Entities or Related Entities) been debarred for any reason by any federal, state, or local government or procurement agencies?

YES _____ NO X

- (b) Within the last 5 years has the Contractor (or any Predecessor Entities or Related Entities) refrained from bidding for any reason, such as suspension or agreement not to bid, or as part of the settlement of a Dispute of any type with any federal, state, or local government or procurement agencies?

YES _____ NO X

If the answer to either of questions 17(a) or (b) is YES, please provide full details on attached sheets. Please feel free to include a written summary of your position on the matter.

18. Claims History:

- (a) Within the last 5 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? (Claim being as defined in the MDOT Contractor Pre-qualification Procedures)

YES _____ NO X

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).

19. List your major equipment available for this contract.

Case 245 Excavator w/ 3D GPS, John Deere 450k Dozer

Case 145 Excavator, (2) Peterbuilt Dump trucks

Volvo 145 Excavator, Case 521 G Loader, Case 321 G Loader

20. Please list the following information for your key personnel such as Project Manager, Office Manager, Project Superintendent, Quality Control, Safety Oversight and Foremen assigned to this contract.

| <u>Name</u> | <u>Relevant Licenses or Certifications</u> | <u>Experience (# Years)</u> |
|--------------------------------------------------------|--------------------------------------------|-----------------------------|
| 1. Project Manager: Josh Pratt | | 22 |
| 2. Office Manager: JoAl Pratt | | 2 |
| 3. Project Superintendent: Brandon Russell | | 10 |
| 4. On Site Quality Control: Josh Pratt | | 22 |
| Q.C. For Materials Testing Withee Materials Testing | AIWithee | |

Withee Material Testing 513-6

has several Net+CP and ACI cert. technicians.

| | | |
|---------------------------------------------|--|---------|
| 5. Safety Oversight: Brandon Russell | | 10 |
| 6. Foremen: Jameson Finch Shane Pearl | | 8 10 |

Identify how many projects your Project Manager will manage concurrent with this project. Include dollar value and end date.

Unknown at this Time

21. List any subcontractors whom you would expect to use and the general components of the Project for which they will be responsible. Indicate other projects on which the proposed subcontractor has worked with you.

Main Line Fence - 10+ projects together
Henderson Concrete - several projects (MDOT salt sheds)
Flemming - Soil stabilization - industry standard contractor
Dong Electric - 10+ projects
Glidden Paving - 5 projects together

22. List any vendors from whom you would expect to purchase materials for the general components of the Project. Please provide a contact name and phone number.

| | |
|---------------------------------|-----------------------------------------------------------|
| | <u>Core & Main</u> |
| Pipe Supplier | <u>FR Carroll</u> |
| Concrete Supplier | <u>Pike Industries</u> |
| Pavement Supplier/Subcontractor | <u>American Concrete</u> |
| Precast Concrete Supplier | <u>J Pratt Construction & P&K Sand and Gravel</u> |
| Aggregates Supplier | |

Do you grant the City and/or Engineer permission to contact this (these) subcontractors or vendors for the purposed of determining if the Contractor has sufficient available line of credit to purchase the materials required to complete the work?

YES X NO _____

23. Safety:

- (a) Does the Contractor have a Written Safety Plan?

YES X NO _____

If YES,

What Year was it first adopted? 2010

What Year was it last substantially revised? Revised w MSHA standards winter of 2023

- (b) Please indicate the number of Underground Facilities Incident Reports the Contractor has filed with the Maine Public Utilities Commission in each of the last 5 years.

| | |
|------|----------|
| 2022 | <u>0</u> |
| 2021 | <u>0</u> |
| 2020 | <u>0</u> |
| 2019 | <u>0</u> |
| 2018 | <u>0</u> |

24. Financial and Bonding Capacity:

- (a) The Bidder shall be capable of obtaining from a Qualifying Bonding Company a performance bond and a payment bond each in the amount of the bid prices that the Contractor will be submitting to the Owner.

Attach a letter from a Qualifying Bonding Company that (a) states that the said company meets the definition of "Qualifying Bonding Company" and (b) sets forth the bonding capacity of the Contractor including a specific dollar amount for single project and aggregate amount. Letters indicating "unlimited" bonding capacity are not acceptable. Meeting the bonding capacity requirements by combining bonding capacity of subcontractors is not acceptable.

A Qualifying Bonding Company is an insurance, bonding, and/or surety company that is (a) licensed or approved by the State of Maine Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine AND (b) listed on the most recent Federal Department of the Treasury listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies

- (b) Name and address of banking institutions with whom you do business.

Bangor Savings Bank, 170 Turner St, Auburn, ME 207.226.4671

Maine Community Bank, PO Box 558, Westbrook, ME 207.786.5705

Do you grant the Owner and/or Engineer permission to contact this (these) institutions for the purposed of determining if the contractor has sufficient cash on hand or available line of credit to complete the work? YES X NO

Dated at 11:50 am this 22 day of Feb, 20 24

J Pratt Construction, Inc
(Name of Bidder)

By

Josh Pratt

State of ME Title President

County of Oxford

Josh Pratt being duly sworn, deposes and says that he is

of J Pratt Construction and that the answers to the foregoing
(Name of Organization)

questions and all statements contained therein are true and correct.

Sworn to before me this 16th day of February, 2024

(Notary Public)

HOLLY J PACKARD

Notary Public, State of Maine

My commission expires My Commission Expires May 13, 2027

END OF SECTION



J Pratt Construction, Inc.

769 Paris Road, Hebron, Maine 04238

Tel# 207-345-9060 / Fax#207-345-9070



2/16/2024

The undersigned, being the sole shareholder of J Pratt Construction, Inc., hereby authorizes the following persons to sign all bids, forms, contracts, and bonds which may be submitted by the Corporation to any State, Local or Federal Agency.

Josh Pratt
JoAl Pratt

J Pratt Construction, Inc.

By 
Josh Pratt, President

State of Maine
County of Oxford

Sworn to and subscribed in my presence on this 16th day of February, 2024

Notary Public:



HOLLY J PACKARD
Notary Public, State of Maine
My Commission Expires May 13, 2027



We are an Equal Opportunity Employer