

**ON CALL  
FLAGGING SERVICES  
(NO PIN PROJECT)  
STATEWIDE  
2011**

# **STATE PROJECT**

## BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
  - a. A copy of the Notice to Contractors
  - b. the completed Acknowledgement of Bid Amendments form
  - c. the completed Schedule of Items in Appendix A
  - d. two (2) copies of the completed and signed Contract to Purchase Supplies, Materials and/or Equipment for a Specific Project form
  - e. The completed Contractor Information Sheet
  - f. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
  - Bid Enclosed - Do Not Open
  - Title:
  - Town:
  - Date of Bid Opening:
  - Name of Contractor with mailing address and telephone number:

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

- Double Envelope: Bid Enclosed
- Title:
- Town:
- Date of Bid Opening:
- Name of Contractor:

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

- Bid Enclosed: Do Not Open
- Title:
- Town:
- Name of Contractor:

4. If a paper Bid is to be hand carried, deliver directly to the Reception Desk using the "Public Entrance" which is located on the Capitol Street side of the DOT Headquarters Building in Augusta. If a paper Bid is to be sent express, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building, Mailroom, in Augusta located at 24 Child Street in Augusta. Other means, such as U.S. Postal's Service Express Mail has proven not to be reliable. If a paper bid is to be mailed, the mailing address is Maine Department of Transportation, 24 Child Street, 16 State House Station, Augusta, ME 04333-0016.
5. If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410. For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specification, Revision of December 2002.

January 30, 2004  
Supercedes February 11, 2003

## NOTICE

**The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.**

**Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or Mike Babb at the MDOT Contracts mailbox at: [MDOT.contracts@maine.gov](mailto:MDOT.contracts@maine.gov). Each bid package will require a separate request.**

**Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments in their bids using the Acknowledgement of bid Amendment Form.**

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

## **NOTICE**

### Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.



## **Vendor Registration**

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

## CONTRACTOR INFORMATION

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Name and Title Printed)**

\_\_\_\_\_  
**(Contractor Name)**

\_\_\_\_\_  
**Vendor Customer Number**

### Mailing Address:

\_\_\_\_\_  
**Street/PO Box                      City                      State                      Zip**

\_\_\_\_\_  
**phone                      fax                      email**

**Sole Proprietorship - Partnership - (circle one)**

**Corporation – Company - Association - Estate - (circle one)**



## STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for **Flagging Services**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **March 2, 2011**, and at that time and place publicly opened and read. Bids will be accepted from all bidders.

Description: Flagging Services

Location: Statewide

Outline of Work: Provide Flagging Services for MaineDOT maintenance work zones and small construction work sites.

Bids (quotes) are requested for zones 1 & 2, 4 thru 9 in the 5 regions in the state. A map is included that displays the Regions.

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

A Bidder is not required to bid all regions, but may bid on one or more regions.

Bid prices are being requested primarily for our 2011 summer construction and maintenance season, but will be valid through March 31, 2012.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. **There will be no Bid Bond, Performance or Payment Bond required.** Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364.

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

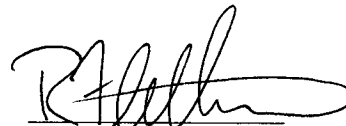
Each Bid must be made upon blank forms provided by the Department

This Contract is subject to all applicable State Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at [http://www.maine.gov/mdot/contractor-consultant-information/contractor\\_cons.php](http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.php).

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

Augusta, Maine  
February 9, 2011



Rhonda Fletcher  
Assistant Director  
Maintenance & Operations

**SPECIAL PROVISION 102.7.3**  
**ACKNOWLEDGMENT OF BID AMENDMENTS**

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php> It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

**CONTRACTOR**

\_\_\_\_\_ Date

\_\_\_\_\_ Signature of authorized representative

\_\_\_\_\_ (Name and Title Printed)

**MAINE DEPARTMENT OF TRANSPORTATION  
SCHEDULE OF ITEMS**

	<u>Hourly Bid Price/person</u>
<b>REGION 1 - (SOUTHERN REGION)</b>	
Zone 1 – Entire Region:	_____ per hour
<b>REGION 2 - (MID-COAST REGION)</b>	
Zone 2 - All Region 2 - Excluding Islands:	_____ per hour
<b>REGION 3 - (WESTERN REGION)</b>	
Zone 4 - Entire Region:	_____ per hour
<b>REGION 4 - (EASTERN REGION)</b>	
Zone 5 - All area in the Eastern Region west of the Penobscot River, including the bridges over the Penobscot River.	_____ per hour
Zone 6 - All area in the Eastern Region east of the Penobscot River, except Swans Island.	_____ per hour
<b>REGION 5 - (NORTHERN REGION)</b>	
Zone 7 - All areas in the Northern Region north of the Bridgewater/Monticello Town line extending east west to intersect the eastern and western boundaries of the region.	_____ per hour
Zone 8 - All areas in the Northern Region south of the Zone 7; extending southerly to Route 158, extending east west to intersect the eastern and western boundaries of the region.	_____ per hour
Zone 9 - All areas in the Northern Region, south of Zone 8.	_____ per hour

## **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 Contract including Extra Work in conformity with the Contract, for **FLAGGING SERVICES IN THE ZONES BID** in Maine. The Work includes providing services at maintenance work zones and small construction projects 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 all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to provide Flagging Services, beginning after contract execution or March 31, 2011 whichever is latest and continuing until this contract expires on **March 31, 2012**.

### **C. Price.**

The zones bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in Division 100 of the Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined Division 100 of the Standard Specifications Revision of December 2002, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for **FLAGGING SERVICES**, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "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 if this offer is accepted by the Government in writing.

The Offeror also agrees that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any

collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.** Your offer is hereby accepted for (see checked boxes):

- Region 1
  - Zone 1
- Region 2
  - Zone 2
- Region 3
  - Zone 4
- Region 4
  - Zone 5
  - Zone 6
- Region 5
  - Zone 7
  - Zone 8
  - Zone 9

The contract amount is \_\_\_\_\_.

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Rhonda Fletcher Assistant Director  
Bureau of Maintenance and Operations

## **CONTRACT AGREEMENT, OFFER & AWARD**

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\_\_\_\_\_ 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 Contract including Extra Work in conformity with the Contract, for **FLAGGING SERVICES IN THE ZONES BID** in Maine. The Work includes providing services at maintenance work zones and small construction projects 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 all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to provide Flagging Services, beginning after contract execution or March 31, 2011 whichever is latest and continuing until this contract expires on **March 31, 2012**.

### **C. Price.**

The zones bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

**D. Contract.**

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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.

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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 if this offer is accepted by the Government in writing.

The Offeror also agrees that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any



collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_

Date

\_\_\_\_\_  
(Signature of Legally Authorized Representative  
of the Contractor)

\_\_\_\_\_  
(Name and Title Printed)

**G. Award.** Your offer is hereby accepted for (see checked boxes):

- Region 1
  - Zone 1
- Region 2
  - Zone 2
- Region 3
  - Zone 4
- Region 4
  - Zone 5
  - Zone 6
- Region 5
  - Zone 7
  - Zone 8
  - Zone 9

The contract amount is \_\_\_\_\_.

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_

Date

\_\_\_\_\_  
By: Rhonda Fletcher Assistant Director  
Bureau of Maintenance and Operations

## 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 **Contractor ABC INC.**

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

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 Contract including Extra Work in conformity with the Contract, for **FLAGGING SERVICES IN THE ZONES BID** in Maine. The Work includes providing services at maintenance work zones and small construction projects 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 all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

### **B. Time.**

The Contractor agrees to provide Flagging Services, beginning after contract execution or March 31, 2011 whichever is latest and continuing until this contract expires on **March 31, 2012.**

### **C. Price.**

The zones bid in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in Division 100 of the Standard Specifications, Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement. 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, including those in the Federal Contract Provisions Supplement, and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

**F. Offer.**

The undersigned, having carefully examined Division 100 of the Standard Specifications Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, and Contract Agreement contained herein for **FLAGGING SERVICES**, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "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 if this offer is accepted by the Government in writing.

The Offeror also agrees that this offer shall remain open for 30 calendar days after the date of opening of bids.

The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

\_\_\_\_\_  
**(Date Here)**  
Date

\_\_\_\_\_  
**(Sign Here)**  
(Signature of Legally Authorized Representative of the Contractor)

\_\_\_\_\_  
**(Print Name Here)**  
(Name and Title Printed)

**G. Award.**

- Region 1
  - Zone 1
- Region 2
  - Zone 2
- Region 3
  - Zone 4
- Region 4
  - Zone 5
  - Zone 6
- Region 5
  - Zone 7
  - Zone 8
  - Zone 9

The contract amount is \_\_\_\_\_.

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Rhonda Fletcher, Assistant Director  
Bureau of Maintenance and Operations

**SPECIAL PROVISION**  
**SECTION 103**  
**AWARD AND CONTRACTING**  
**Basis of Award**

Bids (quotes) are requested for all 5 Regions in the state. The Regions are further subdivided into nine (9) zones. Maps are included that display the Regions and the 9 zones described in the schedule of items. (Zone 3 excluded-none needed). The 5 Regions are divided as Zones (sub-areas). A Bidder is not required to bid all zones, and may bid on one or more Zone(s).

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount.

The Department and the responsive bidders with the lowest three bids in each zone will enter into a Contract that will obligate each bidder to perform work pursuant to Assignment Letters at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department and according to the following terms. Work will be assigned under these contracts according to the following process: The Contractor with the lowest bid for the particular Work (the "Assignment") will have first option to perform work pursuant to an Assignment Letter. If this Contractor is unable to accept the work, then the Department will contact the firm that submitted the next lowest bid to see if that Contractor will accept the Assignment and subsequent Contractors in ascending order of the amount of their bids, until a Contractor accepts the Assignment. Upon mutual agreement, an Assignment Letter will then be sent to the successful contractor. The Work described in this letter will become part of the Contract.

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

The accepted quantities of flagger hours will be paid for in accordance with SPECIAL PROVISION, SECTION 652, MAINTENANCE OF TRAFFIC, Flagger.

Bid prices are being requested primarily for our 2011 summer construction and maintenance season, but will be valid through March 31, 2012.

By Zone:

The lowest bidder will receive a contract for 100% of the Zone's estimated amount.

The second lowest bidder will receive a contract for 80% of the Zone's estimated amount.

The remaining bidders will receive a contract for 60% of the Zone's estimated amount.

The dollar amount of this Contract does not guarantee that the Department will assign Work for any or all of the total amount. The following estimates are based on previously contracted expenditures.

Region 1 - \$ 10,000

Region 2 - \$ 40,000

Region 3 - \$ 5,000

Region 4 - \$ 33,000

Region 5 - \$ 10,000

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]

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

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

Title of Project -----Flagging services for 2011

Location of Project --Statewide

2011 Fair Minimum Wage Rates  
 Highway & Earthwork Statewide

Occupation Title	Minimum	Minimum	Total	Occupation Title	Minimum	Minimum	Total
	Wage	Benefit			Wage	Benefit	
Asphalt Raker	\$14.00	\$0.40	\$14.40	Ironworker - Structural	\$20.37	\$5.67	\$26.04
Backhoe Loader Operator	\$15.50	\$1.91	\$17.41	Laborers (Incl.Helpers & Tenders)	\$12.00	\$0.95	\$12.95
Boom Truck (Truck Crane) Operator	\$17.00	\$2.04	\$19.04	Laborer - Skilled	\$15.00	\$1.59	\$16.59
Bulldozer Operator	\$18.00	\$2.99	\$20.99	Loader Operator - Front-End	\$16.00	\$2.91	\$18.91
Cable Splicer	\$13.71	\$0.00	\$13.71	Mechanic, Maintenance	\$17.50	\$2.96	\$20.46
Carpenter	\$18.00	\$1.99	\$19.99	Painter	\$14.25	\$0.00	\$14.25
Cement Mason/Finisher	\$17.50	\$0.92	\$18.42	Paver - Bituminous	\$18.00	\$2.35	\$20.35
Concrete Mixing Plant Operator	\$17.93	\$6.44	\$24.37	Pipelayer	\$22.67	\$11.92	\$34.59
Crane Operator <15 Tons	\$20.00	\$4.02	\$24.02	Pump Installer	\$17.00	\$2.54	\$19.54
Crane Operator =>15 Tons)	\$21.25	\$6.30	\$27.55	Roller Operator - Earth	\$12.00	\$2.94	\$14.94
Crusher Plant Operator	\$16.93	\$5.64	\$22.57	Roller Operator - Pavement	\$16.35	\$5.50	\$21.85
Driller - Rock	\$16.25	\$5.13	\$21.38	Screed Operator	\$18.38	\$5.09	\$23.47
Electrician - Licensed	\$23.06	\$6.05	\$29.11	Stone Mason	\$21.25	\$0.00	\$21.25
Excavator Operator	\$17.33	\$2.50	\$19.83	Truck Driver - Light	\$15.00	\$2.35	\$17.35
Fence Setter	\$13.75	\$0.90	\$14.65	Truck Driver - Medium	\$14.30	\$0.80	\$15.10
Flagger	\$14.50	\$5.80	\$20.30	Truck Driver - Heavy	\$13.80	\$1.47	\$15.27
Grader/Scraper Operator	\$16.75	\$2.34	\$19.09	Truck Driver - Tractor Trailer	\$14.50	\$4.83	\$19.33
Highway Worker/Guardrail Installer	\$14.00	\$1.83	\$15.83	Truck Driver - Mixer (Cement)	\$13.55	\$5.60	\$19.15
Hot Top Plant Operator	\$18.93	\$6.37	\$25.30				

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

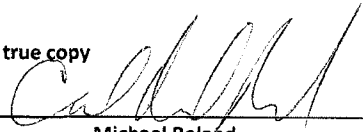
Welders are classified in the trade to which the welding is incidental.

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

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

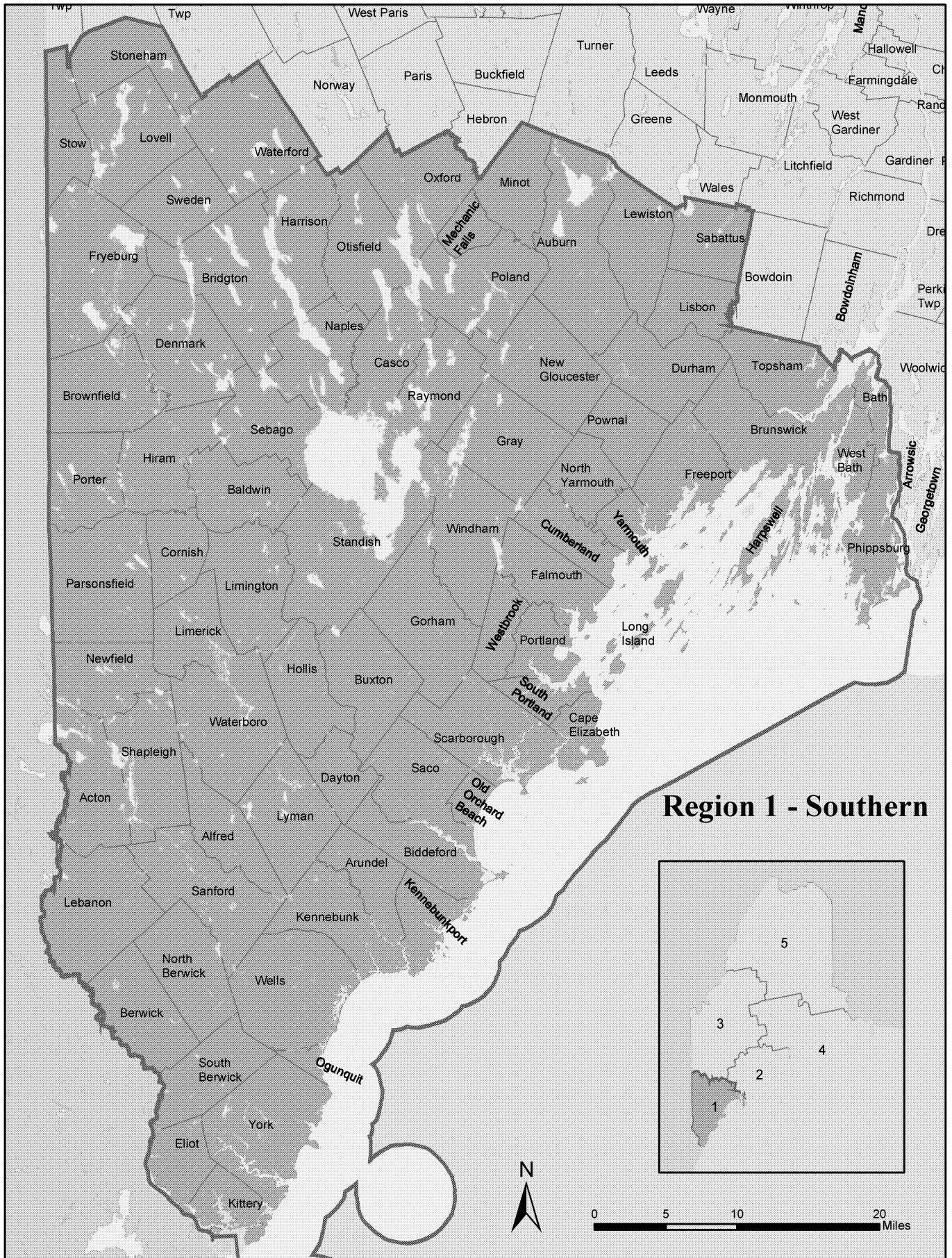
Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

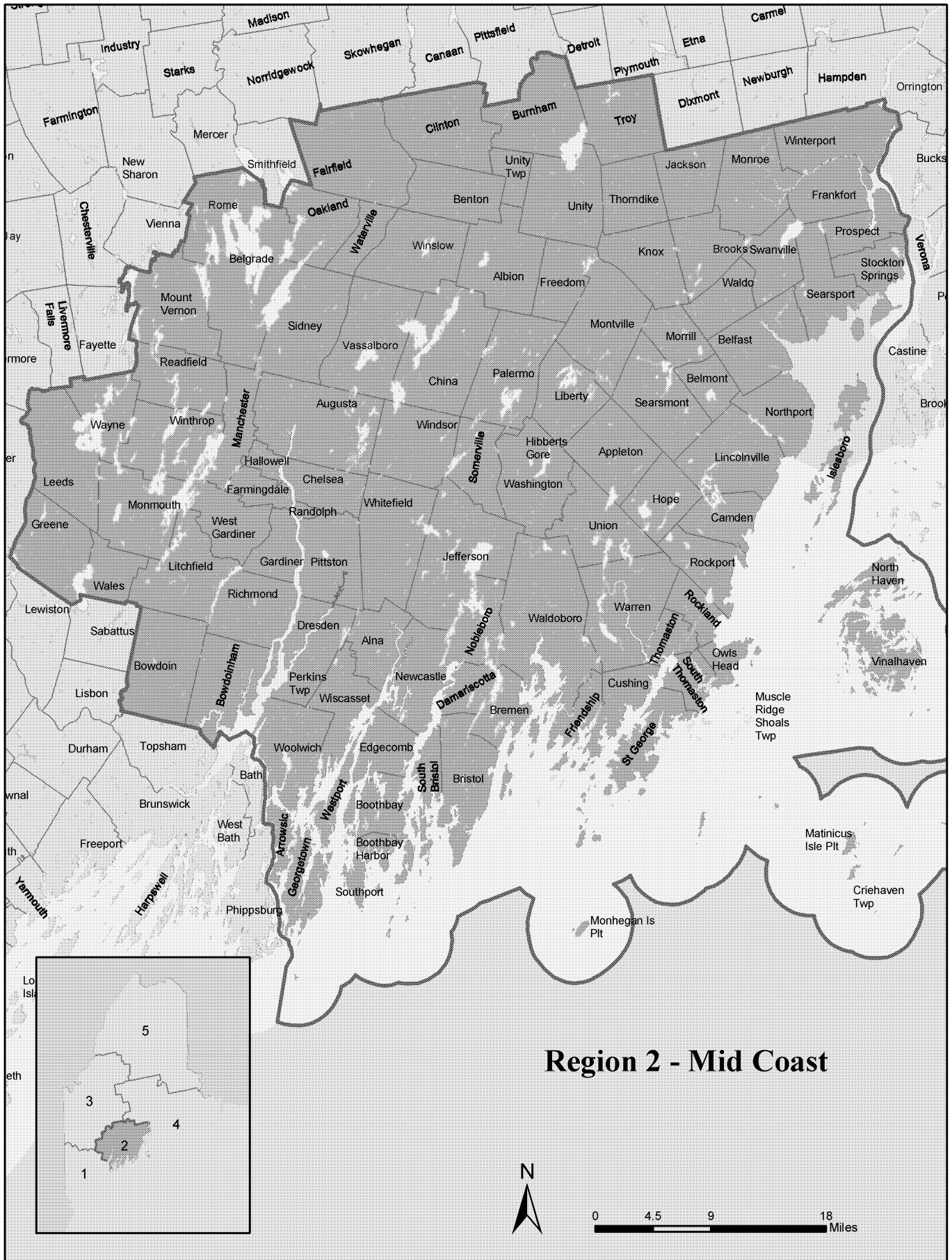
Determination No: HI-039-2011  
 Filing Date: February 2, 2011  
 Expiration Date: 12-31-2011

A true copy  
 Attest:   
 Michael Roland  
 Deputy Director  
 Bureau of Labor Standards

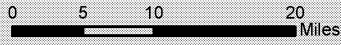
BLS 424HI (R2011) (Highway & Earthwork Statewide)

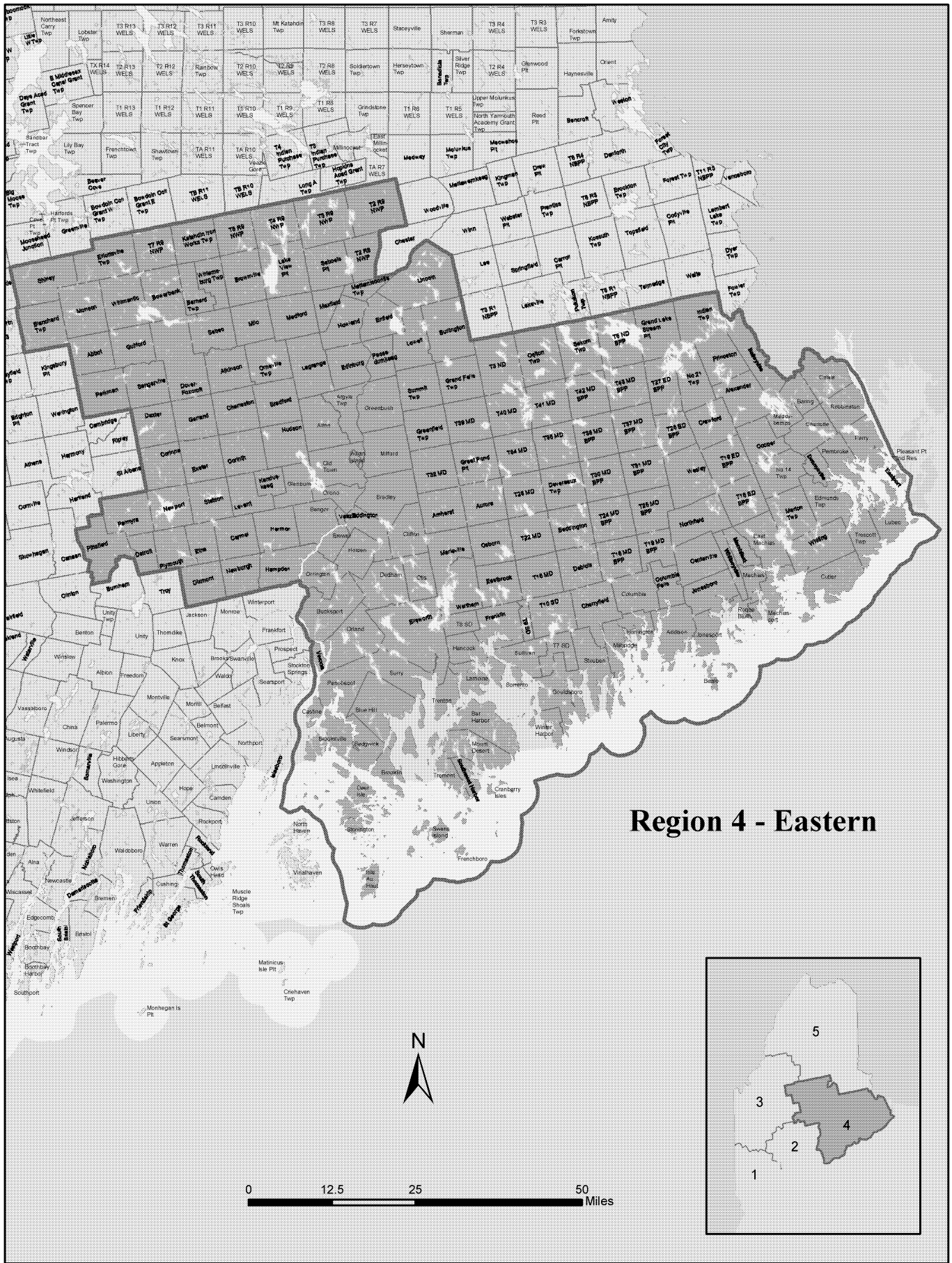




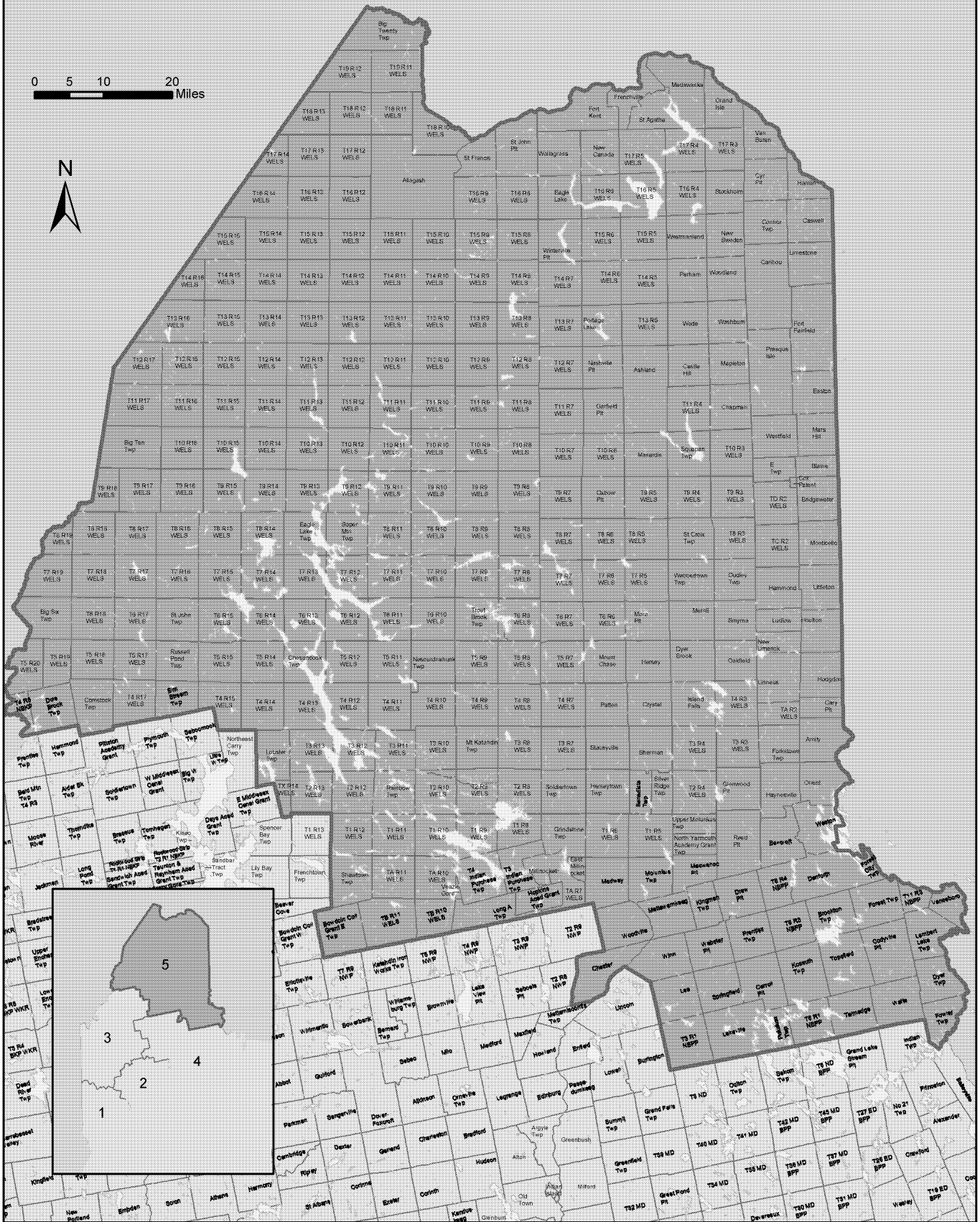
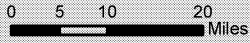


# Region 3 - Western





# Region 5 - Northern



## SPECIAL PROVISIONS

### SPECIAL PROVISION SECTION 101 CONTRACT INTERPRETATION

101.2 Definitions Apparent Successful Bidder Delete the section in its entirety and replace with the following:

“All Bidders with the responsive responsible Bids as determined by the Department. The Department may not execute the Contract with the Apparent Successful Bidders if a) the Apparent Successful Bidder fails to comply with all applicable pre-Award conditions or other pre-execution requirements of the Contract or b) if the Department chooses not to Award a Contract.”

101.2 Definitions Successful Bidder Delete the section in its entirety and replace with the following:

“All responsive, responsible bidders to whom the Department intends to award the Contract. This status is evidenced by a “Notice of Intent to Award” Letter sent to the Successful Bidders.”

### SPECIAL PROVISION SECTION 102 DELIVERY OF BIDS

102.1.1 Basic Requirements Change the first sentence from: “...(A) comply with the Prequalification Procedure adopted by the Department, (B) not have been debarred or suspended from Bidding, and (C) not be in Default with respect to any outstanding Contract with the Department...” to “(A) not have been debarred or suspended from Bidding, and (B) not be in Default with respect to any outstanding Contract with the Department...”.

102.6 Bid Guaranty Delete the entire section 102.6.

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

### SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

103.4 Notice of Award Delete the section in its entirety and replace with the following:

The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request insurance certificates from the Apparent Successful Bidders. Once these pre-execution conditions are met, the Department will execute the Contract and notify the Contractor of the award with a written Notice of Award.

103.5 Award Conditions Delete the section in its entirety and replace with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 in a timely manner. Unless indicated otherwise, all items must be Delivered to the Department’s Bureau of Maintenance & Operations.

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

## SPECIAL PROVISION SECTION 104 GENERAL RIGHTS AND RESPONSIBILITIES

The State wage rates enclosed apply to this project. Federal Wage Rates do not apply to this project.

## SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA.

The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

The Department will provide traffic control.

The Department will provide soil erosion and water pollution control.

## SPECIAL PROVISION SECTION 107 TIME

The Contractor is responsible to respond in a timely manner to requests to provide services.

SPECIAL PROVISION SECTION 108  
PAYMENT

Invoices and Payments The Department will pay based upon prices bid and the invoices provided and approved by the Department. Invoices shall be submitted by the Contractor to the Department for payment. The Contractor shall submit an itemized bill to the Department for services at the completion of the project for approval and payment. Invoices shall include the following minimum information:

Contractor name, address & Contract Number  
Invoice Date & Number  
Dates of Service

The Department may request that the Contractor submit backup documentation. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract.

The Acceptance by the Contractor of the final payment, as evidenced by cashing of the final payment check, constitutes a release to the Department from all claims and liability under the Contract. Upon Final Acceptance, the Contractor is released from further obligation, except for warranty obligations provided for in this Contract.

Payments to the Contractor shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.

No payments due the Contractor will be adjusted for inflation. No interest shall be due and payable on any payment due the Contractor.

The Department may withhold payments claimed by the Contractor on account of:

- A. Incomplete, Inaccurate or Incorrect Invoices
- B. Damage to a third party,
- C. Claims filed or reasonable evidence indicating probable filing of claims,
- D. Failure of the Contractor to make payments to Subcontractors or for Materials or labor,
- E. Regulatory non-compliance or enforcement,
- F. All other causes that the Department reasonably determines negatively affect the State's interest.



SPECIAL PROVISION SECTION 109  
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

SPECIAL PROVISION SECTION 110  
INDEMNIFICATION, BONDING AND INSURANCE

110.3 Insurance Delete the section in its entirety and replace with the following:

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.

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 Department shall be named as additional insured on the Commercial General Liability insurance policies carried by the Contractor that are applicable to the Work.

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.

### 110.3.8 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.

**SPECIAL PROVISION**  
**SECTION 652**  
**MAINTENANCE OF TRAFFIC**  
(Flaggers)

652.2 Materials STOP/SLOW paddles shall be the primary and preferred hand-signaling device. Flags shall be limited to emergencies. The paddle shall have an octagonal shape and be at least 450 mm [18 in] wide with letters at least 150 mm [6 in] high and should be fabricated from light semi-rigid material. The paddles shall be in good condition.

652.4 Flaggers The Contractor shall furnish flaggers as specified. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-1999 Class 2 risk exposure and clearly identify the wearer as a person, shall be visible at a minimum distance of 1000 ft, and shall wear a hardhat with retroreflectivity. For nighttime conditions, Class 3 apparel should be considered, retroreflective or flashing SLOW/STOP paddles shall be used, and except in emergency situations the flagger station shall be illuminated to assure visibility.

Flagger stations shall be located far enough in advance of the workspace so that approaching road users will have sufficient distance to stop before entering the workspace. While flagging, the flagger should stand either on the shoulder adjacent to the traffic being controlled, or in the closed lane. Under no circumstances shall the flagger stand in the lane being used by moving traffic or have their back to oncoming traffic. The flagger should be clearly visible to approaching traffic at all times and should have a clear escape route.

Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods.

One-way traffic shall be controlled through work areas by flaggers, utilizing radios, field telephones, or other means of direct communication.

One set of two two-way radios with adequate batteries to power them for a 10-hour day, and one extra set of back-up batteries will be furnished at each site. Radios will have a minimum of ½ mile range. Flaggers are expected to assist with the setup and moving of signs at various times as necessary. It is imperative that requested flaggers report to the designated location at the specified time.

652.7 Method of Measurement The accepted quantity of flagger time will be the number of hours the designated station is occupied. The number of hours authorized for payment will be measured to the nearest ¼ hour.

652.8 Basis of Payment The accepted quantities of flagger hours will be paid for at the contract unit price per hour for each flagging station occupied, with no additional payment for overtime. The contract unit price shall be full compensation for hiring, transporting, equipping, supervising, and the payment of flaggers and all overhead and incidentals necessary to complete the work.

Payment will be made by the hour.