ON CALL

FLAGGING SERVICES

(NO PIN PROJECT)

STATEWIDE

2013

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.

September 09, 2011
Supersedes January 30, 2004

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 David Venner at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those 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 Patrick Corum at patrick.corum@maine.gov , Rebecca Snowden at rebecca.snowden@maine.gov or Diane Barnes at diane.barnes@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.

State of Maine
Department of Transportation

REQUEST FOR INFORMATION

Date _____ Time _____

Information Requested: **PIN:** _____ **Town(s):** _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Request by: _____ **Phone: (_____)**_____
Bid Date: _____ **Fax: (_____)**_____

Complete top portion of form and transmit to the number listed in the Notice to Contractors

RFI No: _____ **RFI received:** _____

Response:_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Response By:_____ Date: _____

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 "Bids for **On Call Flagging Services, Statewide** will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on **March 6, 2013,** and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must demonstrate successful completion of projects of similar size and scope to be considered for the award of this contract.

Description: On Call Flagging Services

Location: Bids are requested for zones 1 & 2, 4 thru 9 in the 5 regions in the state. Maps are included that display the regions.

Outline of Work: the intent of this proposal is to receive numerous bids for Flagging Services. Contracts will be entered into with the responsive bidders with the three lowest bids in each zone.

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

For general information regarding Bidding and Contracting procedures, contact George Macdougall at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractors/ 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)624-3410. Questions received after 12:00 noon of Friday prior to bid date will not be answered. 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. TTY users call Maine Relay 711.

Bid Documents, specifications and bid forms are available at http://www.maine.gov/mdot/contractors/. They may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Augusta. They can be obtained at no cost at the Department at 24 Child Street, Augusta, ME, between the hours of 8:00 a.m. to 4:30 p.m., may be requested by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m, or from Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016.

There will be no bid bonds, performance bonds or payment bond required.

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]. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Standard Detail updates can be found at http://www.maine.gov/mdot/contractors/publications/ .

The right is hereby reserved to the Maine DOT to reject any or all bids.

Augusta, Maine
February 13, 2013

DALE DOUGHTY
DIRECTOR
BUREAU OF 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

Hourly Bid Price/person

REGION 1 - (SOUTHERN REGION)

Zone 1 – Entire Region: _____ per hour

REGION 2 - (MID-COAST REGION)

Zone 2 - All Region 2 - Excluding Islands: _____ per hour

REGION 3 - (WESTERN REGION)

Zone 4 - Entire Region: _____ per hour

REGION 4 - (EASTERN REGION)

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

REGION 5 - (NORTHERN REGION)

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, 2013 whichever is latest and continuing until this contract expires on **March 31, 2014.**

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: Brian Burne Highway Maint. Engineer 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 _____ 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, 2013 whichever is latest and continuing until this contract expires on **March 31, 2014.**

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: Brian Burne Highway Maint. Engineer 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, 2013 whichever is latest and continuing until this contract expires on **March 31, 2014.**

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.

SAMPLE

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.

SAMPLE

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)	**(Sign Here)**
Date	(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: Brian Burne, Highway Maint. Engineer Bureau of Maintenance and Operations

SAMPLE

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 sub-divided 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 2013 summer construction and maintenance season, but will be valid through March 31, 2014.

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 - $ 20,000
Region 2 - $ 90,000
Region 3 - $ 10,000
Region 4 - $ 30,000
Region 5 - $ 10,000

March 14, 2007
Supersedes March 3, 1966

Non-federal Projects Only

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).]

THIS DOCUMENT MUST BE CLEARLY POSTED AT THE PERTAINING STATE FUNDED PREVAILING WAGE CONSTRUCTION SITE

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 -------On-Call Flagging Services-

Location of Project --Statewide

2013 Fair Minimum Wage Rates
Highway & Earthwork Statewide

Occupation Title	Minimum Wage	Minimum Benefit	Total	Occupation Title	Minimum Wage	Minimum Benefit	Total
Asphalt Raker	$14.50	$0.85	$15.35	Ironworker - Structural	$21.55	$6.87	$28.42
Backhoe Loader Operator	$16.50	$1.86	$18.36	Laborers (Incl.Helpers & Tenders)	$12.61	$0.64	$13.25
Boom Truck (Truck Crane) Operator	$20.00	$7.12	$27.12	Laborer - Skilled	$15.00	$1.34	$16.34
Bulldozer Operator	$18.00	$2.80	$20.80	Line Erector - Power/Cable Splicer	$29.00	$10.14	$39.14
Carpenter	$18.50	$1.97	$20.47	Loader Operator - Front-End	$16.50	$2.79	$19.29
Carpenter - Rough	$16.94	$3.17	$20.11	Mechanic- Maintenance	$19.25	$3.26	$22.51
Cement Mason/Finisher	$15.87	$0.96	$16.83	Painter	$15.00	$0.00	$15.00
Concrete Mixing Plant Operator	$17.00	$2.66	$19.66	Paver Operator	$17.00	$3.50	$20.50
Crusher Plant Operator	$17.93	$3.57	$21.50	Pile Driver Operator	$24.57	$5.78	$30.35
Driller - Rock	$17.50	$3.53	$21.03	Pipelayer	$22.95	$12.77	$35.72
Driller - Well	$16.00	$2.25	$18.25	Pump Installer	$19.00	$2.60	$21.60
Electrician - Licensed	$22.75	$3.45	$26.20	Roller Operator - Earth	$14.14	$0.47	$14.61
Electrician Helper/Cable Puller (Licensed)	$13.50	$0.45	$13.95	Roller Operator - Pavement	$17.50	$5.47	$22.97
Excavator Operator	$18.00	$2.49	$20.49	Screed/Wheelman	$17.25	$3.16	$20.41
Fence Setter	$13.13	$0.00	$13.13	Stone Mason	$18.25	$2.87	$21.12
Flagger	$9.03	$0.00	$9.03	Truck Driver - Light	$14.50	$0.79	$15.29
Grader/Scraper Operator	$17.63	$2.79	$20.42	Truck Driver - Medium	$15.00	$1.06	$16.06
Highway Worker/Guardrail Installer	$13.50	$1.55	$15.05	Truck Driver - Heavy	$14.00	$1.44	$15.44
Hot Top Plant Operator	$20.00	$7.73	$27.73	Truck Driver - Tractor Trailer	$14.25	$3.96	$18.21
Ironworker - Reinforcing	$20.00	$2.55	$22.55	Truck Driver - Mixer (Cement)	$13.00	$2.90	$15.90

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-037-2013

Filing Date: February 7, 2013

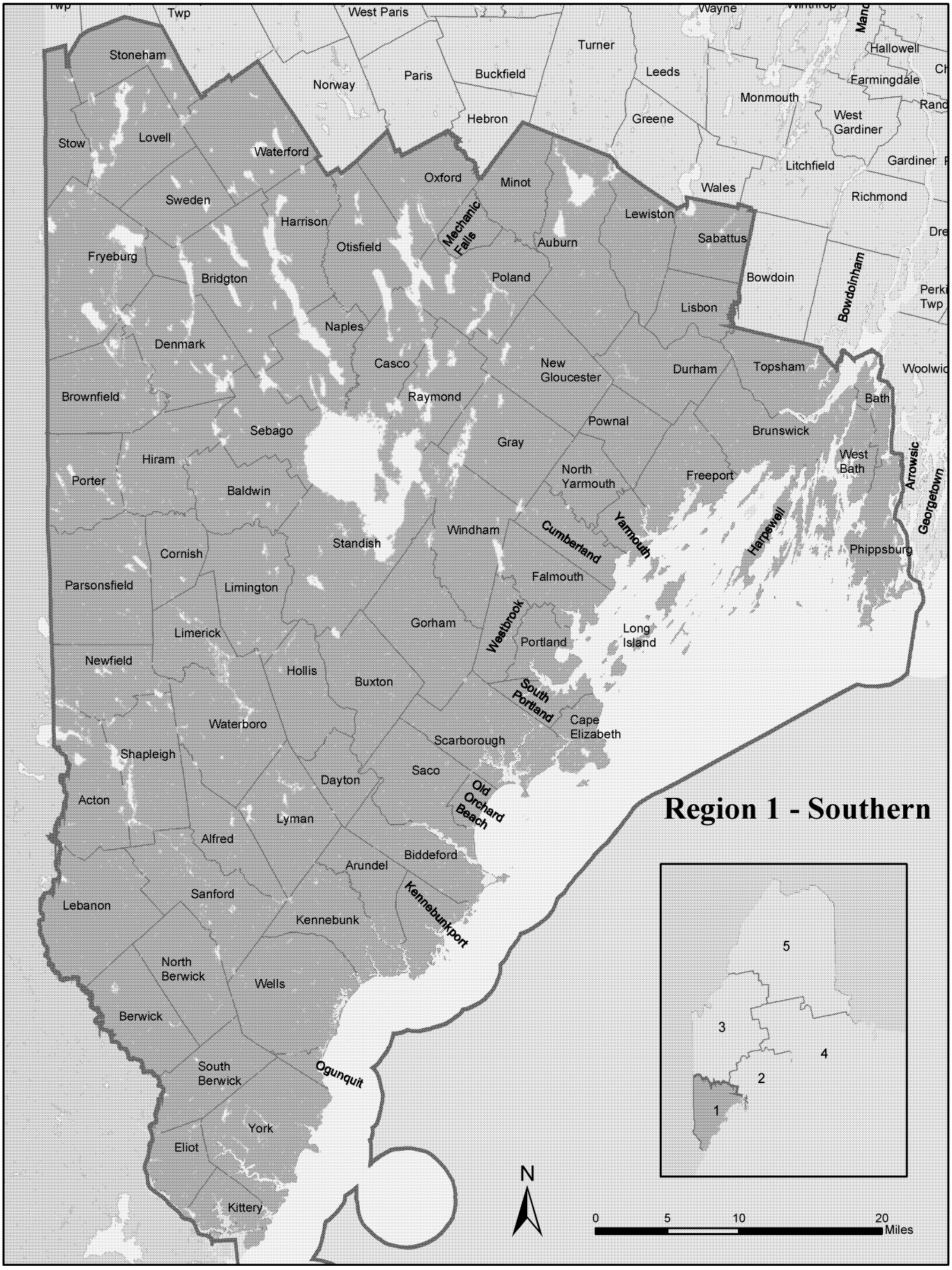
Expiration Date: 12-31-2013

A true copy

Attest: Pamela O. Taylor

Pamela Taylor
Director
Bureau of Labor Standards

BLS 424HI (R2013) (Highway & Earthwork Statewide)


Region 1 - Southern
Twp
West Paris
Wayne
Turner
Hallowell
Stoneham
Norway
Paris
Buckfield
Leeds
Farmingdale
Monmouth
Hebron
Greene
West Gardiner
Stow
Lovell
Waterford
Litchfield
Gardiner
Oxford
Minot
Wales
Richmond
Sweden
Harrison
Mechanic Falls
Lewiston
Sabattus
Otisfield
Auburn
Fryeburg
Bridgton
Poland
Bowdoin
Bowdoinham
Lisbon
Naples
Denmark
Casco
New Gloucester
Durham
Topsham
Brownfield
Raymond
Bath
Sebago
Pownal
Brunswick
Gray
Hiram
West Bath
Porter
North Yarmouth
Freeport
Arrowsic
Baldwin
Georgetown
Windham
Cumberland
Yarmouth
Harpswell
Standish
Cornish
Phippsburg
Falmouth
Parsonsfield
Limington
Westbrook
Gorham
Limerick
Portland
Long Island
Newfield
Hollis
Buxton
South Portland
Cape Elizabeth
Waterboro
Scarborough
Shapleigh
Saco
Dayton
Old Orchard Beach
Acton
Lyman
Alfred
Biddeford
Arundel
Sanford
Kennebunkport
Lebanon
Kennebunk
North Berwick
Wells
Berwick
South Berwick
Ogunquit
York
Eliot
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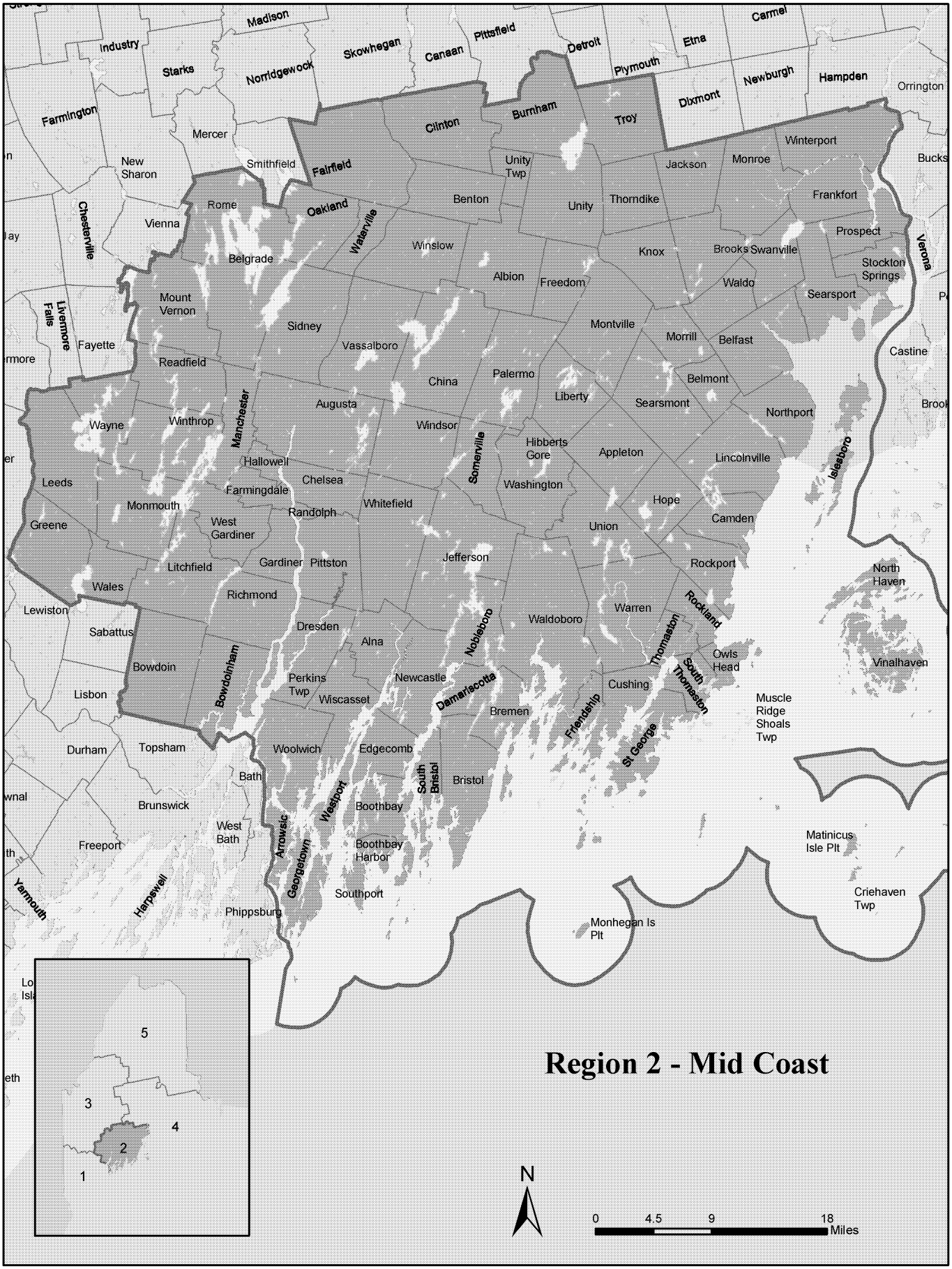
Region 2 - Mid Coast
Madison
Industry
Starks
Norridgewock
Skowhegan
Canaan
Pittsfield
Detroit
Plymouth
Etna
Carmel
Dixmont
Newburgh
Hampden
Orrington
Farmington
Mercer
Clinton
Burnham
Troy
Winterport
New Sharon
Smithfield
Fairfield
Unity Twp
Jackson
Monroe
Bucks
Rome
Oakland
Benton
Unity
Thorndike
Frankfort
Chesterville
Vienna
Waterville
Winslow
Knox
Brooks
Swanville
Prospect
Verona
Belgrade
Albion
Freedom
Waldo
Stockton Springs
Searsport
Livermore Falls
Mount Vernon
Sidney
Montville
Morrill
Belfast
Fayette
Vassalboro
Castine
Readfield
China
Palermo
Belmont
Liberty
Searsmont
Augusta
Northport
Wayne
Winthrop
Manchester
Windsor
Somerville
Hibberts Gore
Appleton
Lincolnville
Islesboro
Hallowell
Leeds
Chelsea
Washington
Farmingdale
Monmouth
Whitefield
Hope
Randolph
Camden
Greene
West Gardiner
Union
Jefferson
Litchfield
Gardiner
Pittston
Rockport
North Haven
Wales
Richmond
Rockland
Lewiston
Warren
Waldoboro
Sabattus
Dresden
Alna
Nobleboro
Thomaston
Owls Head
Vinalhaven
Bowdoin
Bowdoinham
Perkins Twp
Newcastle
South Thomaston
Lisbon
Wiscasset
Damariscotta
Cushing
Muscle Ridge Shoals Twp
Bremen
Friendship
St George
Durham
Topsham
Woolwich
Edgecomb
Bath
South Bristol
Bristol
Brunswick
Westport
Boothbay
West Bath
Arrowsic
Matinicus Isle Plt
Freeport
Boothbay Harbor
Georgetown
Yarmouth
Harpswell
Southport
Criehaven Twp
Phippsburg
Monhegan Is Plt
5
3
4
2
1
N
0
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9
18
Miles

Region 3 - Western
0 5 10 20 Miles
N
T4 R5 NBKP
Dole Brook Twp
Comstock Twp
T4 R14 WELS
T4 R13 WELS
T4 R12 WELS
Hammond Twp
Pittston Academy Grant
Plymouth Twp
Seboomook Twp
Northeast Carry Twp
Lobster Twp
T3 R13 WELS
T3 R12 WELS
Prentiss Twp
Blake Gore
Little W Twp
Sandy Bay Twp
Bald Mtn Twp T4 R3
Alder Bk Twp
Soldiertown Twp
W Middlesex Canal Grant
Big W Twp
TX R14 WELS
T2 R13 WELS
T2 R12 WELS
E Middlesex Canal Grant Twp
Days Acad Grant Twp
Spencer Bay Twp
T1 R13 WELS
T1 R12 WELS
Dennistown Pit
Moose River
Thorndike Twp
Brassua Twp
Tomhegan Twp
Kineo Twp
Forsyth Twp
Rockwood Strip T1 R1 NBKP
Rockwood Strip T2 R1 NBKP
Taunton & Raynham Acad Grant Twp
Sandbar Tract Twp
Lily Bay Twp
Frenchtown Twp
Shawtown Twp
Gorham Gore
Long Pond Twp
Sandwich Acad Grant Twp
Misery Gore Twp
Jackman
Attean Twp
Holeb Twp
Lowelltown Twp
Beattie Twp
Sapling Twp
Beaver Cove
Perlin Pond Twp
Misery Twp
Bradstreet Twp
T5 R7 BKP WKR
Appleton Twp
Big Moose Twp
Bowdoin Coll Grant W Twp
Bowdoin Coll Grant E Twp
Merrill Strip Twp
Skinner Twp
Johnson Mountain Twp
Chase Stream Twp
Indian Stream Twp
Harfords Pt Twp
Cove Pt Twp
Greenville
Upper Enchanted Twp
Hobbstown Twp
T5 R6 BKP WKR
Moosehead Junction
Squaretown Twp
Coburn Gore
Massachusetts Gore
Chain of Ponds Twp
Kibby Twp
Lower Enchanted Twp
West Forks Pit
Moxie Gore
Elliottsville Twp
T7 R9 NWP
King & Bartlett Twp
T3 R5 BKP WKR
Shirley
Bowmantown Twp
East Moxie Twp
Alder Stream Twp
Jim Pond Twp
Pierce Pond Twp
Bowtown Twp
The Forks Pit
Monson
Willimantic
Bowerbank
Parmachenee Twp
Oxbow Twp
Seven Ponds Twp
Flagstaff Twp
T3 R4 BKP WKR
Blanchard Twp
Bald Mtn Twp T2 R3
Carrying Place Town Twp
Carrying Place Twp
Caratunk
Abbot
Guilford
Lynchtown Twp
Upper Cupsuptic Twp
Stetsontown Twp
Tim Pond Twp
Eustis
Bigelow Twp
Dead River Twp
Wyman Twp
Kingsbury Pit
Mayfield Twp
Moscow
Pleasant Ridge Pit
Highland Pit
Parkman
Sangerville
Parkertown Twp
Lower Cupsuptic Twp
Davis Twp
Lang Twp
Coplin Pit
Carrabasset Valley
Wellington
Brighton Pit
Bingham
Cambridge
Dexter
Lincoln Pit
Adamstown Twp
Rangeley
Dallas Pit
Redington Twp
Mount Abram Twp
Kingfield
Lexington Twp
Concord Twp
Ripley
Harmony
Corinna
Sandy River Pit
Madrid
Salem Twp
Embden
Solon
Athens
St Albans
Rangeley Pit
Richardsontown Twp
Magalloway Pit
Township E
Phillips
Freeman Twp
New Portland
Cornville
Hartland
Township D
Township C
Twp 6 North of Weld
Avon
Strong
New Vineyard
Anson
Madison
Palmyra
Upton
C Surplus
Industry
Starks
Norridgewock
Skowhegan
Canaan
Pittsfield
Detroit
Plymouth
Andover N Surplus
Byron
Weld
Temple
Farmington
Mercer
Clinton
Burnham
Troy
Andover W Surplus
Andover
Roxbury
Perkins Twp
Washington Twp
Wilton
Carthage
New Sharon
Smithfield
Fairfield
Unity Twp
Grafton Twp
Mexico
Rumford
Chesterville
Vienna
Rome
Oakland
Dixfield
Jay
Belgrade
Riley Twp
Newry
Hanover
Canton
Milton Twp
Peru
Mount Vernon
Sidney
Bethel
Livermore Falls
Fayette
Gilead
Woodstock
Livermore
Readfield
Sumner
Hartford
Batchelders Grant Twp
Mason Twp
Albany Twp
Greenwood
West Paris
Wayne
Winthrop
Manchester
Augus
Stoneham
Turner
Hallowell
Chelsea
Norway
Paris
Buckfield
Leeds
Farmingdale
Randolph
Monmouth
West Gardiner
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Waterford
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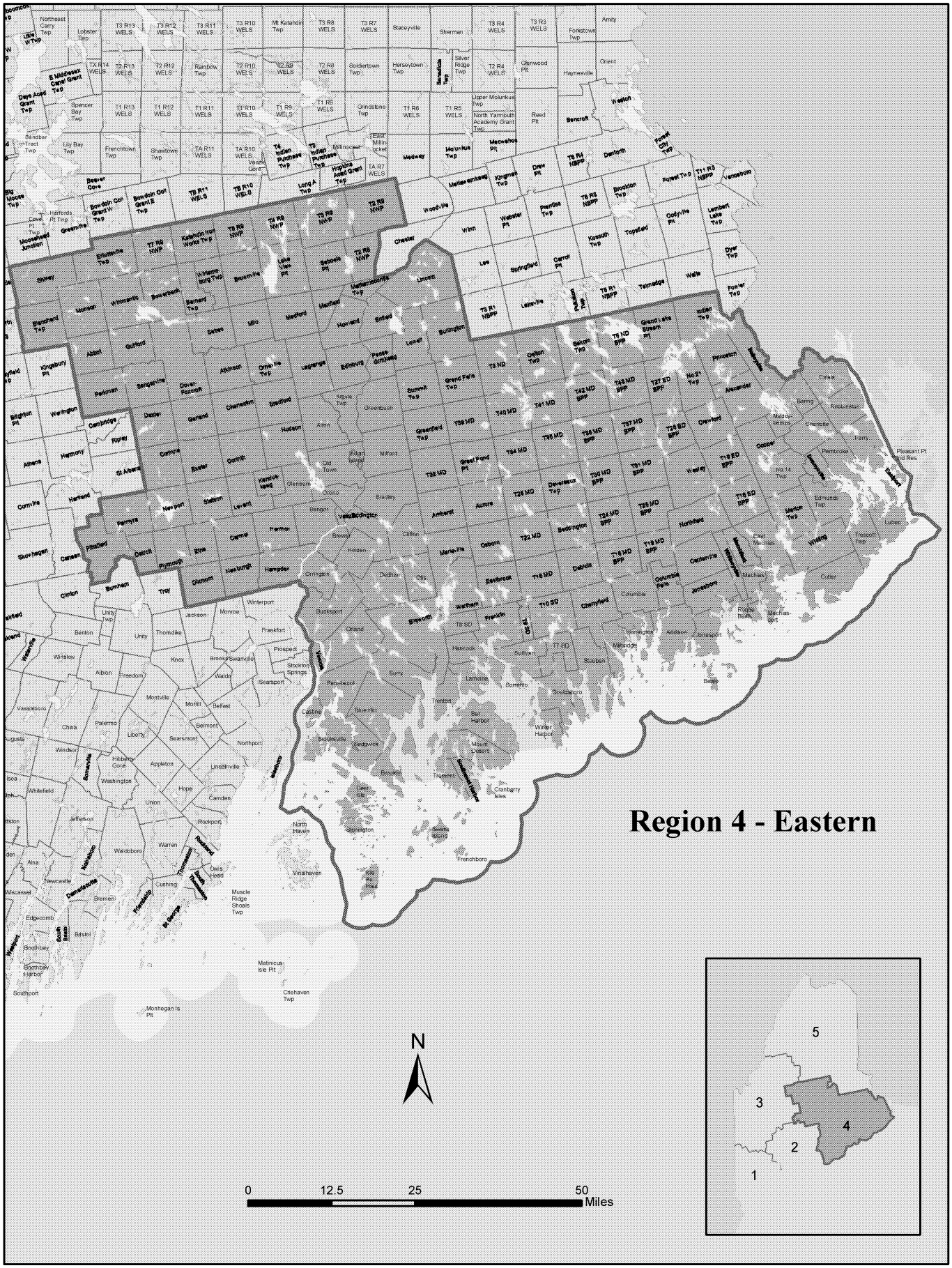
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Miles
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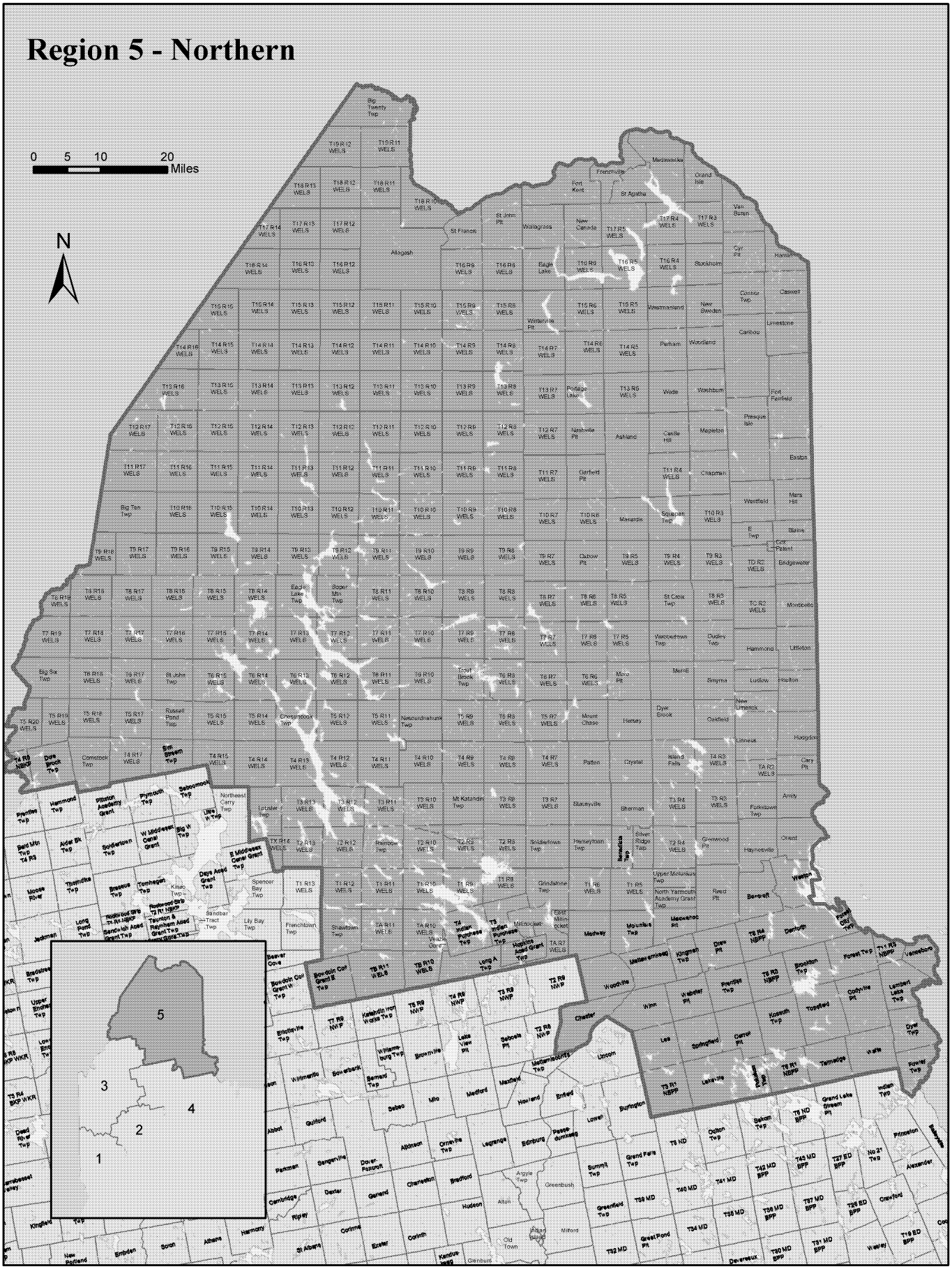
Region 5 - Northern



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 107-2004 Class 2 risk exposure and clearly identify the wearer as a person, shall be visible at a minimum distance of 1000 ft. Flaggers shall also wear a hardhat with 360° retro-reflectivity. For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and 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 at the intended stopping point. 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. During the appropriate breaks, breaker flagger(s) shall be paid starting 2 hours after the work begins and ending 2 hours before the work ends. A maximum of 1 breaker per 6 flaggers will be paid. (1 breaker flagger for 2 to 6 flaggers, 2 breaker flaggers for 7 to 12 flaggers, etc)

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. The accepted quantities of flagger hours will be paid for at the contract unit price per hour for each flagging station occupied excluding lunch breaks, and for each approved breaker flagger. Overtime hours, as reported on the certified payrolls, will be paid an additional 30% of the bid price.

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.