

**ON CALL**

**ELECTRICAL SIGNAL & LIGHTING  
MAINTENANCE SERVICES**

**STATEWIDE**

**2014**

Updated 11/05/2014

# **FEDERAL PROJECT**

&

# **STATE PROJECT**

MAINTENANCE & OPERATIONS

## BIDDING INSTRUCTIONS

1. Use pen and ink to complete all paper bids.
2. As a minimum, the following are to be completed and must be received prior to the time of bid opening:
  - 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 Agreement for Transportation Related Services form
  - e. statement indicating their ability to respond
  - f. description of locations where they will perform Work
  - g. overview of the Contractor's staff and their qualifications
  - h. the completed Contractor Information Sheet
  - i. any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening
3. Include prices for all items in the Schedule of Items
4. For security and other reasons, all Bid Packages which are mailed or sent express, 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:
  - 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:
  - 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:
  - Name of Contractor:
5. 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. <http://www.maine.gov/mdot/mainedotdirections.htm>. If a paper Bid is to be sent express, "FedEx First 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, 16 State House Station, Augusta, ME 04333-0016.

6. Complete the DBE Proposed Utilization form, and submit with your bid. This is a curable defect.
7. 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, November 2014 Edition.

# 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 an optional plan holders 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 fill out the on-line plan holder registration form and provide an email address to 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 from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.**

# NOTICE

Bidders:

Please use the attached “Request for Information” form when submitting questions concerning specific Contracts that have been advertised for Bid, include additional numbered pages as required. RFI’s may be faxed to 207-624-3431, submitted electronically through the Departments web page of advertised projects by selecting the RFI tab on the project details page or via e-mail to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov).

These are the only allowable mechanisms 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.

When submitting RFIs by Email please follow the same guidelines as stated on the “Request for Information” form and include the word “RFI” along with the Project name and Identification number in the subject line.



# NOTICE

## Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder shall submit the Disadvantaged Business Enterprise Proposed Utilization form with their bid. This is a curable bid defect.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form should be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact The Office of Civil Rights at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at <http://www.maine.gov/mdot/civilrights/dbe.htm>

## INSTRUCTIONS FOR PREPARING THE MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

The Contractor Shall Extend equal opportunity to MaineDOT certified DBE firms (as listed in MaineDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

### SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone, fax number and e-mail address.

Calculate and provide percentage of your bid that will be allocated to DBE firms, Federal Project Identification Number, and location of the Project work.

In the columns, name each subcontractor, DBE and non-DBE firm to be used, provide the Unit/Item cost of the work/product to be provided by the subcontractor, give a brief description and the dollar value of the work.

Revised 1/12

**FHWA DBE GOAL NOTICE FFY 2013-15**  
**Maine Department of Transportation**  
**Disadvantaged Business Enterprise Program**

Notice is hereby given that in accordance with US DOT regulation 49 CFR Part 26, the Maine Department of Transportation has established a DBE Program for disadvantaged business participation in the federal-aid highway and bridge construction program; MaineDOT contracts covered by the program include consulting, construction, supplies, manufacturing, and service contracts.

For FFY 2013-15 (October 1, 2012 through September 30, 2015) MaineDOT has established an annual DBE participation goal of **4.0%** to be achieved through race/gender neutral means. This goal has been approved by the Federal Highway Administration and remains in effect through September 30, 2015. Maine DOT must meet this goal each federal fiscal year. If the goal is not met, MaineDOT must provide a justification for not meeting the goal and provide a plan to ensure the goal is met, which may include contract goals on certain projects that contractors will be required to meet.

MaineDOT asks all contractors, consultants and subcontractors to seek certified DBE firms for projects and to work to meet the determined 4.0% goal without the need to impose contract goals. DBE firms are listed on the MaineDOT website at:

<http://www.maine.gov/mdot/civilrights/dbe.htm>

Interested parties may view MaineDOT's DBE goal setting methodology also posted on this website. If you have questions regarding this goal or the DBE program you may contact Sherry Tompkins at the Maine Department of Transportation, Civil Rights Office by telephone at (207) 624-3066 or by e-mail at: [sherry.tompkins@maine.gov](mailto:sherry.tompkins@maine.gov)

**MaineDOT CONTRACTOR'S DBE/SUBCONTRACTOR  
PROPOSED UTILIZATION FORM**

**All Bidders must furnish this form with their bid on Bid Opening day**

**Contractor:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Ext** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**BID DATE:** \_\_\_\_\_

**FEDERAL PROJECT PIN #** \_\_\_\_\_ **PROJECT LOCATION:** \_\_\_\_\_

**TOTAL ANTICIPATED DBE \_\_\_\_ % PARTICIPATION FOR THIS CONTRACT**

W B E	D B E	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost Per Unit/Item	Anticipated \$ Value
<b>Subcontractor Total &gt;</b>							
<b>DBE Total &gt;</b>							

**NOTE: THIS INFORMATION IS USED TO TRACK AND REPORT ANTICIPATED DBE PARTICIPATION IN ALL  
FEDERALLY FUNDED MAINE DOT CONTRACTS. THE ANTICIPATED DBE AMOUNT IS VOLUNTARY AND WILL  
NOT BECOME A PART OF THE CONTRACTUAL TERMS.**

Equal Opportunity Use:

Form received: \_\_\_/\_\_\_/\_\_\_ Verified by: \_\_\_\_\_

FHWA       FTA       FAA

**For a complete list of certified firms and company designation (WBE/DBE) go to  
<http://www.maine.gov/mdot>**

Rev. 05/13

**Maine Department of Transportation Civil Rights Office**

**Directory of Certified Disadvantaged Business Enterprises**

**Listing can be found at:**

<http://www.maine.gov/mdot/civilrights/dbe.htm>

**For additional information and guidance contact:**

**Civil Rights Office at (207) 624-3066**

*It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listing.*

### **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/venbid/index.shtml>

## CONTRACTOR INFORMATION

**Contractor Name:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

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

**Contact Information (Primary Contact):** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Mailing Address (if different from above):** \_\_\_\_\_

\_\_\_\_\_

**The company has the following organizational structure:**

**Sole Proprietorship**

**Limited Liability Company**

**Partnership**

**Joint Venture**

**Corporation**

**Other:** \_\_\_\_\_

\_\_\_\_\_

**(Date)**

\_\_\_\_\_

**(Signature)**

\_\_\_\_\_

**(Name and Title Printed)**

**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/contractors/> . 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)

**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 **Electrical Signal & Lighting Maintenance Services** in the Maine" 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 December 10, 2014 and at that time and place publicly opened and read. Bids will be accepted from all bidders. The lowest responsive bidder must have completed, or successfully complete, a Traffic Signals/Lighting prequalification or be determined to be qualified by the Department based upon the Contractor's submittals for this contract to be considered for the award.

Description: Electrical Signal & Lighting Maintenance Services

Location: In counties or areas selected in Maine

Outline of Work: Electrical Signal & Lighting Maintenance Services and other incidental work.

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet "Contractor requirements".

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, drawings, bid results and an electronic form for RFI submittal. For Project-specific information fax all questions to Gail Iler at (207) 624-3431, use electronic RFI form or email questions to [RFI-Contracts.MDOT@maine.gov](mailto:RFI-Contracts.MDOT@maine.gov), project name and identification number should be in the subject line. 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 Offices. 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 Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition", price \$10 [\$15 by mail], and Standard Details, November 2014 Edition, 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  
November 19, 2014

  
BRIAN BURNE  
HIGHWAY MAINTENANCE ENGINEER  
BUREAU OF MAINTENANCE & OPERATIONS

CTM: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED MAINTENANCE SERVICES**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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”) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “Contract”) hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Statewide Electrical Signal and Lighting Maintenance Services**, in Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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.**

This contract commences on January 1, 2015 or when executed, whichever is latest and expires on **December 31, 2015**. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

**C. Price.**

The original Contract amount for the initial period is **Five Hundred Thousand Dollars and no cents (\$500,000.00)**. The Contract amount will be determined by the actual work authorized and performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

The Maine DOT does not guarantee the use of any or all of the Contract amount.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement and Appendices. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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 executes two duplicate originals of this Contract 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

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

Maintenance & Operations

CTM: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED MAINTENANCE SERVICES**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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”) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_, with a mailing address of \_\_\_\_\_, and a telephone number of \_\_\_\_\_ .

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:

- Appendix A – Special Provision - Specifications of Work to be Performed
- Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “Contract”) hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract for **Statewide Electrical Signal and Lighting Maintenance Services**, in Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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.**

This contract commences on January 1, 2015 or when executed, whichever is latest and expires on **December 31, 2015**. At the Department's discretion and upon mutual agreement with the Contractor, the contract may be extended for time and money, under all the terms of this contract, at bid prices up to three (3) additional 1 year periods.

**C. Price.**

The original Contract amount for the initial period is **Five Hundred Thousand Dollars and no cents (\$500,000.00)**. The Contract amount will be determined by the actual work authorized and performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

The Maine DOT does not guarantee the use of any or all of the Contract amount.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement and Appendices. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, November 2014 Edition, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.

The Contractor agrees to perform the work required at the prices specified above in accordance with the terms of this Contract and to provide the appropriate insurance.

Contractor also agrees:

First: Contractor agrees to perform extra work, not described in Appendix A, which may be ordered by the Department, and to accept as full compensation the amount determined upon basis as provided in the contract documents.

Second: Contractor understands that Work may commence upon Contract Execution, unless provided elsewhere in this contract and that Work must be completed within the time limits given in this Contract.

Third: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan with their bid.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Contractor hereby certifies, to the best of its knowledge and belief that: the Contractor 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 executes two duplicate originals of this Contract 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.  
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

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

Maintenance & Operations

CT: \_\_\_\_\_

**MAINE DEPARTMENT OF TRANSPORTATION**  
**CONTRACT AGREEMENT**  
**TRANSPORTATION RELATED MAINTENANCE SERVICES**

This CONTRACT is made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (“Department” or “MaineDOT”), 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 (Name of Firm Bidding the work) (“Contractor”) a corporation or other legal entity organized under the laws of the State of (state), with its principal place of business located at (physical address), with a mailing address of (mailing address), and a telephone number of (phone number here).

The Vendor Customer Number of the Contractor is \_\_\_\_\_.

The following attachments are hereby incorporated into this Contract by reference:  
Appendix A – Special Provision - Specifications of Work to be Performed  
Appendix B – Special Provisions for State Funded Transportation Related Maintenance Services

The Department and the Contractor, in consideration of the mutual promises set forth in this Contract ( hereinafter “Contract”) hereby agree as follows:

**A. The Work.**

The Contractor agrees to complete all work described in Appendix A – Special Provision - Specifications of Work to be Performed, and under the terms of the Contract Some Maintenance Services, Statewide, Maine.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, facilities, permanent materials and temporary materials and services required to perform the Work including quality control, 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 complete all Work, except warranty work, on or before the dates given in Appendix A. This contract expires on December 31, 20XX.

**C. Price.**

The original Contract amount is XXX Hundred Thousand Dollars and no cents \$XXX,000.00. The Contract amount will be determined by the actual work authorized and performed and the prices included in Appendix A. The Maine DOT does not guarantee the use of any or all of the Contract amount.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Special Provisions, Contract Agreement and Appendices. 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 certifications required or set forth in the Contract are still complete and accurate as of the date of this contract.
2. The Contractor knows of no legal, contractual, or financial impediment that prevents Contractor from 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. Agreement.**

The undersigned, having carefully examined the site of work, scope of work, State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002 Sections, Special Provisions, Contract Agreement and Appendices contained herein, hereby agrees to supply all the services, materials, tools, equipment and labor to complete the whole of the work in strict accordance with the terms and conditions of this Contract at the prices agreed to in Appendix A.



**G. Award.**

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

MAINE DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

\_\_\_\_\_  
By:

Maintenance & Operations

SAMPLE

APPENDIX A

SPECIAL PROVISION  
Specifications of Work to Be Performed  
For  
ELECTRICAL SIGNAL & LIGHTING MAINTENANCE SERVICES  
STATEWIDE

Contractor \_\_\_\_\_

**Bidders must submit the following with their bid:**

- 1. a statement indicating their ability to respond in a timely manner (no more than 1 page) and**
- 2. brief overview of the Contractor's staff and their qualifications (no more than 2 pages).**
- 3. description of locations where they will perform Work under this contract (As a contractor, what counties, portions of counties or MaineDOT Regions are you bidding to perform work in?)**

**Schedule of Items Requirements**

**Sections 1 and 2 - Bidders must bid every item in Sections 1 and 2.**

**Section 3 - Bidders shall only bid items for Regions that they propose to work in.**

**Sections 4 through 8 - Bidders may bid any or all items for which they are qualified. Bidders must be capable of performing the work or installing the items for which they submit a bid.**

Bid prices must be quoted as specified. The Department will reject bids if any one of the following occurs:

- a) the Bid is not Delivered to the precise location and by the precise time set forth in the Notice to Contractors or any applicable Bid Amendment,
- b) the Bid is not signed
- c) the unit price/lump sum price for any required item is not provided or is unreadable
- d) the statement regarding response time is not included
- d) the Bid contains any handwritten changes to the bid documents such as: additional charges for transportation, supplemental fees or surcharges

**The Bidder will have no opportunity to cure the above Non-curable Bid Defects. For clarification, questions, comments/recommendations use the "Request for Information" form as directed in the Bid Book instructions. For a related provision see Standard Specification, Section 102.11 – Bid Responsiveness.**

**SCHEDULE OF ITEMS**

<b>Item</b>	<b>Unit</b>	<b>Price</b>
<b>Section Numbers in Bold</b>		
<b>1) TRAFFIC CONTROL</b>		
Traffic Control for 4 way intersection (Including signs, drums, cones)	Lump sum	
Traffic Control for 3 way intersection (Including signs, drums, cones)	Lump sum	
Traffic Control for Interstate Shoulder closure (Including signs, drums, cones)	Lump sum	
Traffic Control for Interstate lane closure (Including signs, drums, cones)	Lump sum	
Flagger	hour	
<b>2) LABOR</b>		
Hourly Labor (for trouble shooting)	hour	
General Electrical work per hour in MDOT Region facilities	hour	
<b>3) TRAVEL TIME</b>		
Travel Time to Region 1 (time to travel to and from any site in the region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	LS	
Travel to Region 1 with an equipment van to do general electrical work in Region facilities	LS	
Travel Time to Region 2 (time to travel to and from any site in the region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	LS	
Travel to Region 2 with an	LS	

equipment van to do general electrical work in Region facilities		
Travel Time to Region 3 (time to travel to and from any site in the Region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	LS	
Travel to Region 3 with an equipment van to do general electrical work in Region facilities	LS	
Travel Time to Region 4 (time to travel to and from any site in the Region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	LS	
Travel to Region 4 with an equipment van to do general electrical work in Region facilities	LS	
Travel Time to Region 5 (time to travel to and from any site in the Region, includes time for an electrician to travel both ways and the cost of bucket truck, including fuel)	LS	
Travel to Region 5 with an equipment van to do general electrical work in Region facilities	LS	
<b>4) SIGNAL INDICATIONS</b>		
12 inch Bi-model Yellow/Green Arrow LED	each	
12 inch Red Arrow LED	each	
12" inch Yellow Arrow LED	each	
12" inch Green Arrow LED	each	
12" inch Red Ball LED	each	
12" inch Yellow Ball LED	each	
12 inch Bi-model Yellow/Green Arrow LED	each	
12 inch Red Arrow LED	each	

12" inch Green Ball LED	each	
8" inch Red Ball LED	each	
8" inch Yellow Ball LED	each	
8" inch Green Ball LED	each	
<b>5) SIGNAL AND BEACON COMPONENTS</b>		
TS-2 Type 1 Controller	each	
TS-2 Type 2 Controller	each	
6 foot by 40 foot quadrapole inductance loop (with IMSA Spec 51-5 loop wire with tube jacket)	each	
6 foot by 6 foot inductance loop (with IMSA Spec 51-5 loop wire with tube jacket)	each	
Traffic cam 8mm with clickit interface	each	
Microwave detector Type TC20	each	
Microwave detector Type TC26	each	
Signal Housing for 12" signal head	each	
Microwave detector presence Type	each	
Signal cable direct earth burial (12 AWG) 4 conductor	Linear Foot	
Signal cable direct earth burial (12 AWG) 7 conductor	Linear Foot	
Signal cable direct earth burial (12 AWG) 12 conductor	Linear Foot	
Self supporting aerial cable (12 AWG) 5 conductor	Linear Foot	
Self supporting aerial cable (12 AWG) 7 conductor	Linear Foot	
Self supporting aerial cable (12 AWG) 12 conductor	Linear Foot	
Communication cable (19AWG 12 pair) IMSA Spec 59-2 and 60-2	Linear Foot	
Accuwave LX150	each	
Wavetronics matrix which includes: WX-SS-225 Matrix Sensor WX-SS-611 Sensor Mount WX-SS-704-20 20' Sensor Cable	Lump sum	

with Connector WX-SS-705 Sensor Cable WX-SS-710 In Line Terminal Strip Junction Box WX-SS-B03-0004 Controller Cabinet Backplate for 2 Sensors WX-SS-B03-0005 Controller Cabinet Backplate for 4 Sensors WX-CLK-112 2-Channel Rack Card WX-CLK-114 4-Channel Rack Card WX-CLK-421 Bluetooth to Serial Converter Module		
Advance Dilemma Zone Detection which includes: WX-SS-225-V Advance Sensor WX-SS-611 Sensor Mount WX-SS-704-20 20' Sensor Cable with Connector WX-SS-705 Sensor Cable WX-SS-710 In Line Terminal Strip Junction Box WX-SS-B03-0004 Controller Cabinet Backplate for 2 Sensors WX-SS-B03-0005 Controller Cabinet Backplate for 4 Sensors WX-CLK-112 2-Channel Rack Card WX-CLK-114 4-Channel Rack Card WX-CLK-421 Bluetooth to Serial Converter Module	Lump sum	
Battery cabinet type P216	each	
Controller Cabinet Type M	each	
Controller Cabinet Type P	each	
Controller Cabinet Type F	each	
Controller Cabinet Type M (with back panel)	each	
Controller Cabinet Type P (with back panel)	each	
Controller Cabinet Type F (with back panel)	each	
Malfunction Management Unit	each	
NEMA Conflict Monitor 12 Channel	each	
Dual Indicator Load switches	each	
Loop amplifiers (2 channel) rack mounted	each	
Loop amplifiers (Single channel) shelf mounted	each	
Span wire (5/16 inch)	Linear Foot	
Span wire mount bracket	each	
Tether wire (1/4 inch)	Linear Foot	

Tether Clamp Assembly	each	
Strand vise (5/16 inch)	each	
goosenecks	each	
Back plates for 3-section heads	each	
Back plates for 4-section heads	each	
Back plates for 5-section heads	each	
Astro-bracket for 5-section head	each	
Astro-bracket for 5-section head	each	
Flash transfer relay (35 amps)	each	
Mercury relays (30 amps)	each	
Line filters (30 amps)	each	
Solar panel (45 watt) with mounting brackets	each	
Flash transfer relays	each	
Loop amp rack mount	each	
Loop amp shelf mount	each	
Microwave detectors	each	
Pedestrian Push Button	each	
Audible ped button only	each	
Audible ped system – includes power supply, ped button, bracket and speaker	each	
Audible ped chirper	each	
Bimodal Ped indication	each	
Bimodal countdown ped indication	each	
Pedestrian Heads (18 inch LED)	each	
Pedestrian Heads (18 inch LED countdown)	each	
5 pin flasher	each	
Pedestal Poles (10 foot)	each	
<b>6) POLES AND FOUNDATIONS</b>		
40 foot aluminum light pole	each	
Wood poles 40 foot with guys	each	
Wood poles 45 foot with guys	each	
18” Concrete Foundation	each	
24” Concrete Foundation	each	
30” Concrete Foundation	each	
36” Concrete Foundation	each	
Manitoba Safety T-base or approved equal	each	
Frangible Coupling Breakaway	each	

Transformer Base		
<b>7) LIGHTING AND WIRING</b>		
Pre-wired Conduit #10 wire (3 conductor)	Linear Foot	
Pre-wired Conduit #8 wire (3 conductor)	Linear Foot	
Pre-wired Conduit #6 wire (3 conductor)	Linear Foot	
Pre-wired Conduit #3 wire (3 conductor)	Linear Foot	
Pre-wired Conduit #2 wire (3 conductor)	Linear Foot	
Pre-wired Conduit #1 wire (3 conductor)	Linear Foot	
PVC Schedule 40	Linear Foot	
PVC Schedule 80	Linear Foot	
Directional Boring	Linear Foot	
Junction Box (23,000 lb load rating, see MDOT Standard Details)	each	
Light fixture (Mongoose Type) full IES cutoff for 150 watt high pressure sodium	each	
Light fixture (Mongoose Type) full IES cutoff for 250 watt high pressure sodium	each	
Light fixture (Mongoose Type) full IES cutoff for 150 watt metal Halide	each	
Light fixture (Mongoose Type) full IES cutoff for 250 watt Metal Halide	each	
Light fixture (Cobrahead Type) full IES cutoff for 150 watt high pressure sodium	each	
Light fixture Cobrahead Type) full IES cutoff for 250 watt high pressure sodium	each	
Light fixture (Cobrahead Type) full IES cutoff for 150 watt metal Halide	each	
Light fixture Cobrahead Type) full IES cutoff for 250 watt Metal Halide	each	

Bracket arms for light poles	each	
480 volt 100 amp lighting service on pole with lighting contactor and twist lock photocell	each	
480 volt lighting service with 50 amp breaker	Each	
250 Watt Metal Halide Bulb	each	
150 Watt Metal Halide Bulb	each	
250 Watt High Pressure Sodium Bulb (IES distribution Type 2)	each	
250 Watt High Pressure Sodium Bulb (IES distribution Type 3)	each	
150 Watt High Pressure Sodium Bulb (IES distribution Type 2)	each	
150 Watt High Pressure Sodium Bulb (IES distribution Type 3)	each	
Light fixture LEDG 120 35 5K ah g L3. Holophane led roadway fixture to replace 150 watt high pressure sodium 480 volt type 3 fixtures	each	
Light fixture LEDG 120 35 5K AS ah g L2. Holophane led roadway fixture to replace 150 watt high pressure sodium 480 volt type 2 fixtures	each	
Light fixture LSR4-CW-R3(480)2B-GR-. Lighting Science roadway fixture led to replace 150 watt high pressure sodium 480 volt fixture	each	
Light fixture OVHB04LEDE8SL2 LED Cobrahead Cooper roadway fixture led to replace 150 watt 480 volt high pressure sodium Type II	each	
Global tech led grhb-4-2-2-1-nw led high mast retrofit to replace 1 1000 watt 480 volt ballast and light assembly	each	
Light fixture LEDG 120 35 5K	each	

AS g L3 el. Holophane led roadway fixture to replace 150 watt high pressure sodium 120-277 volt type 3 fixtures		
Light fixture LEDG 120 35 5K AS g L2 el. Holophane led roadway fixture to replace 150 watt high pressure sodium 120-277 volt type 2 fixtures	each	
Dual breakaway fuse kits for highway lighting including fuses	each	
<b>8) MISCELLANEOUS</b>		
Kistler "Lineas" sensors, 2 meter with 100 meter lead cable, Including grout to install and installation per sensor	each	

Regions 1 thru 5 are as shown on the attached map, for a list of towns in a region, please contact Stephen Landry at [Stephen.landry@maine.gov](mailto:Stephen.landry@maine.gov) and one will be sent to you electronically.

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet "Contractor requirements".

Contract Administrator The contract administrator for this contract will be:

Name: Ron Cote  
Title: Senior Technician  
Address: MDOT Maintenance & Operations  
16 State House Station Augusta, Maine 04333-0016

The Contractor shall contact the Contract Administrator, in order to coordinate the work. The Contractor shall submit invoices to the Contract Administrator as described in this contract.

### Contractor Requirements

All work must be performed by or under a Master Electrician. Work will be on an as needed basis. Provider shall be on-call 24 hours/day and have the ability to respond and underway to the job site within an hour. Only Bidders determined to be qualified by the Department, based upon the Bidder's submittals, or prequalified by the Department for Traffic Signals/Lighting may be awarded a contract.

### Scope of Work

The Contractor shall provide general electrical services and parts for repairs to Traffic Signals, Overhead Flashing Beacons, Overhead Lighting, Weigh-in-Motion, ITS and all appurtenances attached to these devices and related Electrical Services.

All parts shall meet National Electrical Code, ITE, and IES Standards. All work and parts needed to complete this contract shall be governed by and be in conformity with the Standard Specifications (November 2014 edition) and the Standard Details (November 2014 edition). Traffic Control shall be in conformance with the most recent edition of the Manual on Uniform Traffic Control Devices. All work will be completed as required by Maine DOT in accordance with Specifications, Plans and the MDOT's Best Management Practices for Erosion and Sedimentation Control Manual (MDOT BMP Manual).

Work covered by this Contract consists of providing all labor and furnishing all equipment, supplies and other applicable tools to perform the services stated above.

The Contractor is responsible to respond in a time specified in the assignment to requests to provide services. Should the response not meet the Department's requirements, the Department will request services from another Contractor.

The Contractor shall provide traffic control if MaineDOT has not provided a work zone setup at the job site. The Contractor shall provide erosion control.

Additional Requirements for LED's

1.) All LED fixtures shall be Energy Star Qualified. LED fixtures shall have the capability to be installed in the housings produced by, but not limited to, the following manufacturers:

American Signal Co.; Eagle Signal Controls; Econolite Control Prod. Inc.; General Traffic Equipment Corp.; McCain Traffic Supply; Peek Traffic; Peek/Sarasota Traffic Inc.; Traffic Parts; LFE; Pelco; Crouse Hinds

Warranty for LED's

Manufacturer will provide the following warranty provisions:

(1) Replacement or repair of an LED signal module that fails to function as intended due to workmanship or material defects within the first 60 months from the date of delivery.

(2) Replacement or repair of LED signal modules that exhibit luminous intensity of less than the minimum values specified in Table 1 of ITE specification VTCSH-Part-2 July 1998, within the first 36 months from the date of delivery.

Basis of Award and Assignments

The Department may award contracts to all responsive, responsible bidders that have the ability to respond in a timely manner and are experienced/qualified and meet "Contractor requirements".

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

The Department and each responsive bidder will enter into a Contract that will obligate each Contractor to perform work at prices listed by the bidder in the Schedule of Items depending upon the needs of the Department and the ability of the Contractor according to the following terms. Work will be assigned under these contracts according to the following process: The Department will offer to assign the Work to the Contractor with the lowest cost for the particular Work (the "Assignment"), that indicated willingness to work in the assignment location, with the ability to perform the Work, and that Contractor will have first option to perform work. If this Contractor is unable to accept the Assignment, respond in the necessary and appropriate time for the Assignment or to complete the Assignment in the allotted time, then the Contract Administrator will contact the firm that is estimated to have the next lowest assignment cost 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. The Department will estimate for a particular Assignment based on the individual unit bid prices for the total quantity of estimated work in that Assignment and the travel cost. The Department and the Contractor shall mutually agree to quantities and

schedules prior to the Contractor beginning the Assignment. Contractors are not required to accept all assignments offered.

Not all electrical signal and lighting services will be done under these contracts. These Contracts will not include Work that falls under Capital Work Plan or Program projects, moveable bridges, separately advertised projects, snow and ice equipment maintenance and repair or Ferry/Marine services. Work may also be done by the Department. Emergency Work may be done by other means not associated with this solicitation.

Allowable Work Times The Contractor shall perform work as agreed. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the agreed time.

Project Specific Emergency Planning The Contractor shall ensure that essential police, fire, rescue, and ambulance services have reasonable and timely access to and through the Project Limits. The Contractor shall, as appropriate, contact all emergency service providers in the area, discuss potential impacts on emergency operations (including water supply for fire suppression), and minimize any negative impacts.

Wage Rates. If an Assignment exceeds \$50,000, State Wage Rates will be included in the solicitation and apply to that Work. Federal Wage Rates do not apply to this Work.

Method of Measurement and Basis of Payment

The Contractor shall be paid by the hour for each hour Work is performed. The total amount of hours will be rounded off to the nearest ¼ hour. Lodging & Meal Expenses shall not be reimbursed.

Default and Termination The Contractor is in Default of the Contract if the Contractor:

- A. Fails to provide labor, Equipment or Materials specified in the Contract,
- B. Fails to perform the Work with sufficient labor, Equipment, or Materials to assure the timely Completion of the Work,
- C. Fails to perform Work when specified in the Contract.
- D. Performs Defective Work, neglects or refuses to repair or correct Unacceptable Work when directed by the Department;
- E. Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency that could affect the Work in any way,
- G. Continues to perform Work after the Department directs that Work be stopped,
- H. In any other manner, fails to perform the Work in Substantial Conformity with any material provision of the Contract.

Failure by the Contractor to perform the Work when required or to substantially meet other contractual requirements will result in the following actions:

1<sup>st</sup> Incident: If the Contractor does not take corrective action within 24 hours upon receipt of verbal warning, the Department will issue a written warning.

2<sup>nd</sup> Incident: The Department will issue a written warning.

3<sup>rd</sup> Incident: The Department may (A) give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination, or (B) take prosecution of the Work away from the Contractor without violating the Contract.

If Default occurs, the Department may give written Notice of Default to the Contractor. Failure to give Notice of Default is in no way a waiver by the Department of any provision of the Contract. In this event, the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all Accepted items of Work as of the date of Termination at agreed upon prices. The Contractor shall make all Work records available to the Department upon request regarding payment under this Section.

**SPECIAL PROVISION SECTION 101**  
**CONTRACT INTERPRETATION**

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

“All Bidders that submits apparently responsive Bids. An Apparent Bidder may not be Awarded the Contract if a) the Bid is later found to be non-responsive in accordance with Section 102.11, b) the Bidder is found to be not responsible, c) the Bidder fails to comply with all applicable pre-Award Conditions, other pre-execution requirements of the Contract, or d)the Department chooses not to Award a Contract.”

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**  
**BIDDING**

102.7.1 Location and Time Delete the entire section and replace with the following:

The Bidder must Deliver its Bid and Bid Guaranty in a sealed envelope to the exact location and before the precise time (as determined by the Department) specified in the Notice to Contractors or any applicable Bid Amendment. The sealed envelope must be labeled with the Bidder's name, the Work location, WIN (if applicable) and/or Title, and the words “Bid Enclosed”. 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 Contract Agreement for Transportation Related Services form, and any other Certifications or Bid Requirements listed in the Bid Book. For a related provision, see Section 102.11 - "Bid Responsiveness".

**SPECIAL PROVISION SECTION 103**  
**AWARD AND CONTRACTING**

103.4 Notice of Award The Department has 30 Days following Bid Opening to Deliver a written Notice of Intent to Award and request, insurance, special certifications, and other information from the Apparent 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. If a Notice of Award is not sent within 30 days of receipt of the proper insurance, an Apparent Bidder may withdraw its Bid without forfeiture of its Bidding eligibility. The Notice of Intent to Award will set forth and/or reference the conditions that the Bidder must fulfill before Contract Execution. If the Department and an Apparent Bidder agree, an extension beyond the 30 days of the Bid and Bid prices may occur and the Bid remains viable. For a related provision, see Section 103.5.

103.5 Award Conditions Replace the first paragraph with the following:

The Apparent Successful Bidder must provide and/or perform all of the items listed in this Section 103.5 within 14 Days of Receipt of the Notice of Intent to Award. 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.

103.5.4 Execution of Contract By Bidder Delete the section in its entirety and replace with the following:

“The properly completed and signed Contract form provided with the Bid constitutes the Bidder's offer. Once the Department has received the insurance, and any other pre-award items required, the Department will sign the Contract form and execute the Contract. The point of Contract execution is when the Department signs the contract.

SPECIAL PROVISION SECTION 104  
GENERAL RIGHTS AND RESPONSIBILITIES  
(Wage Rates)

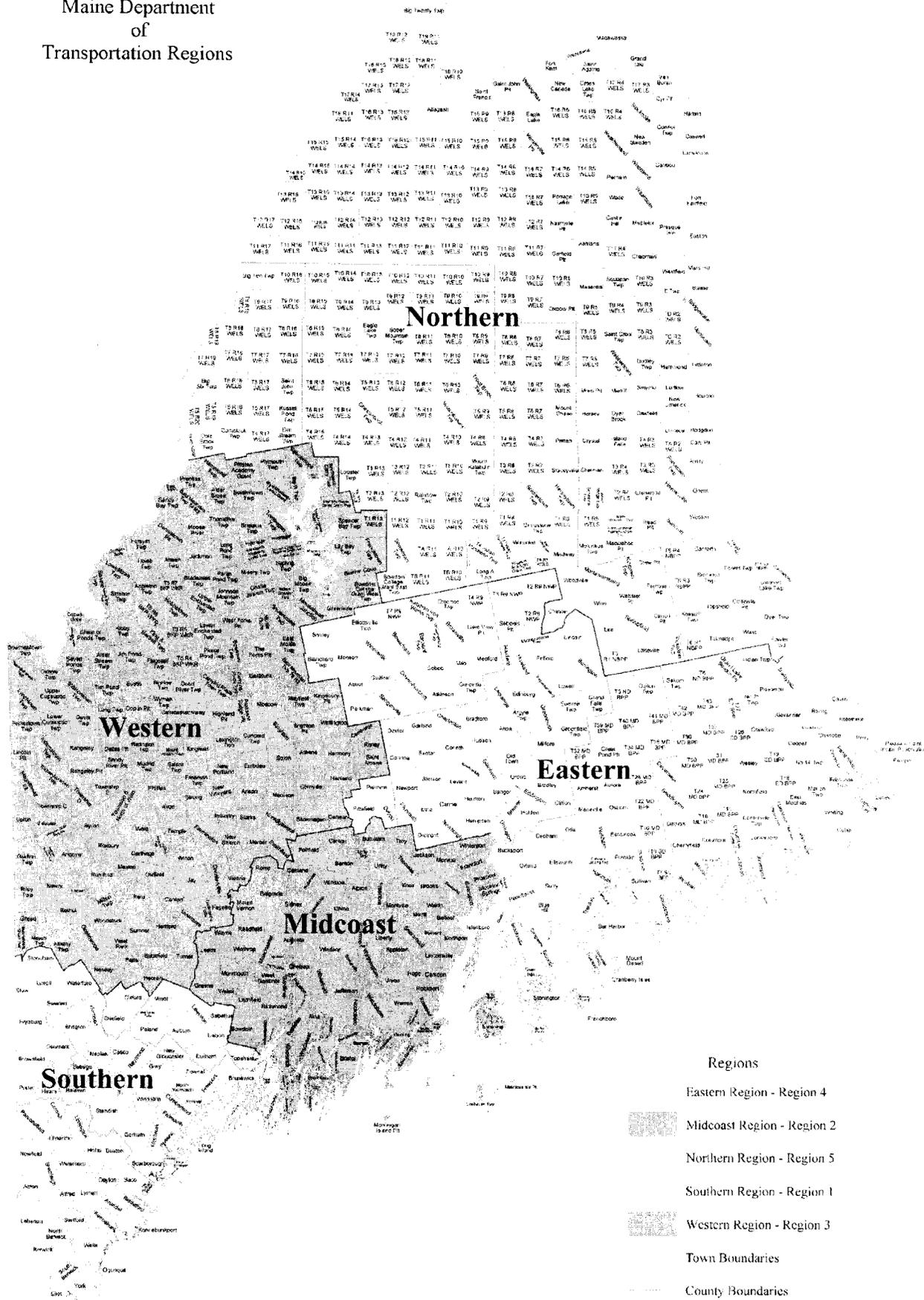
The applicable wage rates shall be stated in the Assignment. Federal wage rates apply, if stated in the Assignment.

104.4.3 Progress Meetings Delete the entire section 104.4.3.

SPECIAL PROVISION SECTION 105  
GENERAL SCOPE OF WORK

Scope of Section Not all work is federally funded. The federal requirements set forth in Appendix A of the Department of Transportation, Standard Specifications, only apply when stated in the Assignment.

Maine Department  
of  
Transportation Regions



General Decision Number: ME140038 08/22/2014 ME38

Superseded General Decision Number: ME20130038

State: Maine

Construction Type: Highway

County: Aroostook County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014

\* ENGI0004-011 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Asphalt Roller, Mechanic, Paver.....	\$ 20.75	10.84

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TEAM0340-001 08/01/2013

	Rates	Fringes
TRUCK DRIVER Low Boy.....	\$ 14.75	17.5825

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SUME2011-033 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.10	2.65
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Landscape.....	\$ 14.44	0.16
LABORER: Pipelayer.....	\$ 13.21	1.58
LABORER: Wheelman.....	\$ 13.81	1.47
LABORER: Common or General, Including Highway/Parking Lot Striping.....	\$ 11.20	1.89

OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.73	5.57
OPERATOR: Bulldozer.....	\$ 14.72	3.11
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 15.22	2.73
OPERATOR: Grader/Blade.....	\$ 19.46	6.30
OPERATOR: Loader.....	\$ 13.99	1.45
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 16.81	0.80
OPERATOR: Screed.....	\$ 15.34	3.67
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 11.92	2.41
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 11.29	1.78

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



OPERATOR: Excavator.....	\$ 16.26	2.81
OPERATOR: Grader/Blade.....	\$ 18.63	3.29
OPERATOR: Loader.....	\$ 15.36	2.33
OPERATOR: Mechanic.....	\$ 19.30	7.60
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 13.00	0.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.22	7.99
OPERATOR: Screed.....	\$ 16.92	5.36
OPERATOR: Roller (Earth).....	\$ 15.74	2.47
TRAFFIC CONTROL: LABORER -Device Monitor.....	\$ 14.80	6.29
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 14.37	3.10
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 16.39	5.90

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

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Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: ME140040 08/22/2014 ME40

Superseded General Decision Number: ME20130040

State: Maine

Construction Type: Highway

County: Hancock County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014

\* ENGI0004-011 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Asphalt Roller, Mechanic, Paver.....	\$ 20.75	10.84

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TEAM0340-002 08/01/2013

	Rates	Fringes
TRUCK DRIVER		
1 and 2 Axle.....	\$ 14.50	17.5825
3 Axle.....	\$ 14.60	17.5825
Low Boy.....	\$ 14.75	17.5825

-----  
SUME2011-035 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.91	2.94
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Landscape.....	\$ 16.81	0.16
LABORER: Pipelayer.....	\$ 13.21	1.58
LABORER: Wheelman.....	\$ 13.81	1.47
LABORER: Common or General,		

Including Highway/Parking Lot Striping.....	\$ 11.77	2.07
OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.73	5.57
OPERATOR: Bulldozer.....	\$ 13.90	2.95
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 14.91	3.28
OPERATOR: Grader/Blade.....	\$ 18.43	5.72
OPERATOR: Loader.....	\$ 14.60	3.09
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 16.81	0.80
OPERATOR: Screed.....	\$ 15.34	3.67
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 11.95	3.22
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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END OF GENERAL DECISION

General Decision Number: ME140041 01/03/2014 ME41

Superseded General Decision Number: ME20130041

State: Maine

Construction Type: Highway

County: Kennebec County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014

\* TEAM0340-001 08/01/2013

	Rates	Fringes
TRUCK DRIVER		
Low Boy.....	\$ 14.75	17.5825

\* SUME2011-036 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 10.00	0.00
IRONWORKER, REINFORCING.....	\$ 18.98	0.00
LABORER: Asphalt Raker.....	\$ 14.71	2.95
LABORER: Common or General.....	\$ 12.44	1.98
LABORER: Flagger.....	\$ 9.09	0.00
LABORER: Landscape.....	\$ 14.79	1.76
LABORER: Pipelayer.....	\$ 14.40	1.87
OPERATOR: Asphalt Roller.....	\$ 18.77	7.67
OPERATOR: Backhoe.....	\$ 14.51	2.95
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.73	5.57
OPERATOR: Bulldozer.....	\$ 16.95	1.94
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 20.99	6.40

OPERATOR: Excavator.....	\$ 17.33	3.67
OPERATOR: Grader/Blade.....	\$ 18.63	3.29
OPERATOR: Loader.....	\$ 15.36	2.33
OPERATOR: Mechanic.....	\$ 19.30	7.60
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 13.00	0.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.29	8.12
OPERATOR: Screed.....	\$ 16.92	5.36
OPERATOR: Roller (Earth).....	\$ 15.74	2.47
TRAFFIC CONTROL: LABORER -Device Monitor.....	\$ 13.79	0.00
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 12.71	2.27
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 15.00	5.71

-----

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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-----

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Union Identifiers

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four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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END OF GENERAL DECISION

General Decision Number: ME140042 08/22/2014 ME42

Superseded General Decision Number: ME20130042

State: Maine

Construction Type: Highway

County: Knox County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014

\* ENGI0004-011 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Asphalt Roller, Mechanic, Paver.....	\$ 20.75	10.84

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TEAM0340-001 08/01/2013

	Rates	Fringes
TRUCK DRIVER Low Boy.....	\$ 14.75	17.5825

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SUME2011-037 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.91	2.94
LABORER: Common or General.....	\$ 10.23	1.38
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Highway/Parking Lot Striping.....	\$ 11.57	0.23
LABORER: Landscape.....	\$ 14.44	0.16
LABORER: Pipelayer.....	\$ 13.21	1.58

LABORER: Wheelman.....	\$ 13.81	1.47
OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.73	5.57
OPERATOR: Bulldozer.....	\$ 14.05	3.10
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 15.18	3.07
OPERATOR: Grader/Blade.....	\$ 18.43	5.72
OPERATOR: Loader.....	\$ 14.89	2.85
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 16.81	0.80
OPERATOR: Screed.....	\$ 15.34	3.67
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 11.87	3.33
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 12.80	5.12

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

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=====

END OF GENERAL DECISION



OPERATOR: Excavator.....	\$ 16.89	2.04
OPERATOR: Grader/Blade.....	\$ 18.63	3.29
OPERATOR: Loader.....	\$ 15.36	2.33
OPERATOR: Mechanic.....	\$ 19.30	7.60
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 13.00	0.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.22	7.99
OPERATOR: Screed.....	\$ 16.92	5.36
OPERATOR: Roller (Earth).....	\$ 15.74	2.47
TRAFFIC CONTROL: LABORER -Device Monitor.....	\$ 14.80	6.29
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 13.24	1.66
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 16.32	7.79

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END OF GENERAL DECISION



OPERATOR: Crane.....	\$ 20.99	6.40
OPERATOR: Excavator.....	\$ 16.87	1.33
OPERATOR: Grader/Blade.....	\$ 18.63	3.29
OPERATOR: Loader.....	\$ 15.14	2.11
OPERATOR: Mechanic.....	\$ 19.30	7.60
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 13.00	0.80
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#### WAGE DETERMINATION APPEALS PROCESS

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Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: ME140045 08/22/2014 ME45

Superseded General Decision Number: ME20130045

State: Maine

Construction Type: Highway

County: Piscataquis County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014

\* ENGI0004-011 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Asphalt Roller, Mechanic, Paver.....	\$ 20.75	10.84

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TEAM0340-001 08/01/2013

	Rates	Fringes
TRUCK DRIVER Low Boy.....	\$ 14.75	17.5825

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SUME2011-040 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.91	2.94
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Landscape.....	\$ 14.44	0.16
LABORER: Pipelayer.....	\$ 13.21	1.58
LABORER: Wheelman.....	\$ 13.81	1.47
LABORER: Common or General, Including Highway/Parking Lot Striping.....	\$ 11.50	1.38

OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.73	5.57
OPERATOR: Bulldozer.....	\$ 14.05	3.10
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 15.18	3.07
OPERATOR: Grader/Blade.....	\$ 18.43	5.72
OPERATOR: Loader.....	\$ 17.70	2.92
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 16.81	0.80
OPERATOR: Screed.....	\$ 15.34	3.67
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 9.99	3.10
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 15.90	5.45

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Wage and Hour Division  
U.S. Department of Labor  
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Washington, DC 20210

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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: ME140046 10/10/2014 ME46

Superseded General Decision Number: ME20130046

State: Maine

Construction Type: Highway

County: Somerset County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014
3	10/10/2014

\* ENGI0004-014 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader, Mechanic.....	\$ 20.75	10.84

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SUME2011-041 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.91	2.94
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Landscape.....	\$ 13.30	0.16
LABORER: Pipelayer.....	\$ 13.21	1.58
LABORER: Wheelman.....	\$ 13.81	1.47
LABORER: Common or General, Including Highway/Parking Lot Striping.....	\$ 12.05	1.38
OPERATOR: Asphalt Roller.....	\$ 18.92	7.24
OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bulldozer.....	\$ 12.63	2.88

OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 15.41	3.86
OPERATOR: Grader/Blade.....	\$ 17.26	2.73
OPERATOR: Loader.....	\$ 15.69	2.87
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 13.00	0.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 21.49	5.20
OPERATOR: Screed.....	\$ 16.00	0.00
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 12.60	5.82
TRUCK DRIVER: Lowboy Truck.....	\$ 12.35	0.00
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 12.40	2.19

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union

classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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U.S. Department of Labor  
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Washington, DC 20210

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U.S. Department of Labor  
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Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: ME140047 08/22/2014 ME47

Superseded General Decision Number: ME20130047

State: Maine

Construction Type: Highway

County: Waldo County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014

\* ENGI0004-011 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Asphalt Roller, Mechanic, Paver.....	\$ 20.75	10.84

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TEAM0340-002 08/01/2013

	Rates	Fringes
TRUCK DRIVER		
1 and 2 Axle.....	\$ 14.50	17.5825
3 Axle.....	\$ 14.60	17.5825
Low Boy.....	\$ 14.75	17.5825

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SUME2011-042 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.91	2.94
LABORER: Common or General.....	\$ 11.85	1.43
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Highway/Parking Lot Striping.....	\$ 12.77	0.23
LABORER: Landscape.....	\$ 14.44	0.16

LABORER: Pipelayer.....	\$ 13.21	1.58
LABORER: Wheelman.....	\$ 13.81	1.47
OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.73	5.57
OPERATOR: Bulldozer.....	\$ 14.05	3.10
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 15.18	3.07
OPERATOR: Grader/Blade.....	\$ 18.43	5.72
OPERATOR: Loader.....	\$ 14.89	2.85
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 16.81	0.80
OPERATOR: Screed.....	\$ 15.34	3.67
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 11.87	3.33
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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-----

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Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

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Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

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Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: ME140048 08/22/2014 ME48

Superseded General Decision Number: ME20130048

State: Maine

Construction Type: Highway

County: Washington County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014

\* ENGI0004-015 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Mechanic, Paver.....	\$ 20.75	10.84

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TEAM0340-001 08/01/2013

	Rates	Fringes
TRUCK DRIVER Low Boy.....	\$ 14.75	17.5825

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SUME2011-043 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.34	2.84
INSTALLER - GUARDRAIL.....	\$ 11.53	1.55
IRONWORKER, REINFORCING.....	\$ 18.71	0.00
LABORER: Asphalt Raker.....	\$ 13.91	2.94
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Landscape.....	\$ 14.44	0.16
LABORER: Pipelayer.....	\$ 13.21	1.58
LABORER: Wheelman.....	\$ 13.81	1.47
LABORER: Common or General, Including Highway/Parking Lot Striping.....	\$ 12.02	2.54

OPERATOR: Asphalt Roller.....	\$ 16.98	5.62
OPERATOR: Backhoe.....	\$ 16.18	4.98
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.73	5.57
OPERATOR: Bulldozer.....	\$ 14.05	3.10
OPERATOR: Cold Planer.....	\$ 17.63	0.00
OPERATOR: Crane.....	\$ 21.21	6.19
OPERATOR: Excavator.....	\$ 14.17	0.00
OPERATOR: Grader/Blade.....	\$ 18.43	5.72
OPERATOR: Loader.....	\$ 14.89	2.85
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 16.81	0.80
OPERATOR: Screed.....	\$ 15.34	3.67
OPERATOR: Roller (Earth).....	\$ 11.55	1.72
TRUCK DRIVER, Includes All Dump Trucks.....	\$ 11.13	3.96
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 16.36	9.09
TRUCK DRIVER: 1, 2, 3 Axle Truck.....	\$ 12.79	9.83

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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-----

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Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

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- \* a survey underlying a wage determination
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and 3.) should be followed.

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U.S. Department of Labor  
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Washington, DC 20210

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

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END OF GENERAL DECISION

General Decision Number: ME140049 08/22/2014 ME49

Superseded General Decision Number: ME20130049

State: Maine

Construction Type: Highway

County: Androscoggin County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014
2	05/09/2014
3	08/08/2014
4	08/22/2014

\* ENGI0004-006 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Milling Machine.....	\$ 20.75	10.84

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IRON0007-008 03/16/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 22.65	20.17

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SUME2011-044 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.99	1.95
CEMENT MASON/CONCRETE FINISHER...	\$ 16.94	0.00
ELECTRICIAN.....	\$ 21.41	3.40
INSTALLER - GUARDRAIL.....	\$ 15.91	2.85
IRONWORKER, STRUCTURAL.....	\$ 18.75	4.56
LABORER: Asphalt Raker.....	\$ 14.75	0.42
LABORER: Common or General.....	\$ 12.58	1.27
LABORER: Flagger.....	\$ 9.06	0.00
LABORER: Landscape.....	\$ 15.43	2.09
LABORER: Wheelman.....	\$ 18.76	4.93

OPERATOR: Backhoe.....	\$ 17.92	2.44
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.98	4.65
OPERATOR: Broom/Sweeper.....	\$ 14.08	0.00
OPERATOR: Bulldozer.....	\$ 17.09	3.71
OPERATOR: Crane.....	\$ 20.08	0.00
OPERATOR: Excavator.....	\$ 18.14	5.20
OPERATOR: Grader/Blade.....	\$ 27.40	8.46
OPERATOR: Loader.....	\$ 17.46	5.80
OPERATOR: Mechanic.....	\$ 21.39	6.24
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 24.77	8.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 17.49	4.26
OPERATOR: Roller, Base (Ride Along).....	\$ 13.00	1.54
OPERATOR: Screed.....	\$ 19.58	5.95
PILEDRIVERMAN.....	\$ 19.95	5.26
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 13.95	2.01
TRUCK DRIVER: Lowboy Truck.....	\$ 15.15	5.62

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is union or non-union.

## Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

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Survey wage rates will remain in effect and will not change until a new survey is conducted.

---

## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: ME140050 08/22/2014 ME50

Superseded General Decision Number: ME20130050

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014

\* ENGI0004-006 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Milling Machine.....	\$ 20.75	10.84

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 SUME2011-045 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.10	1.95
CEMENT MASON/CONCRETE FINISHER....	\$ 16.94	0.00
ELECTRICIAN.....	\$ 17.90	3.69
INSTALLER - GUARDRAIL.....	\$ 16.47	1.85
IRONWORKER, REINFORCING.....	\$ 18.79	0.00
IRONWORKER, STRUCTURAL.....	\$ 18.75	4.56
LABORER: Asphalt Raker.....	\$ 15.79	1.45
LABORER: Common or General.....	\$ 13.15	1.08
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Landscape.....	\$ 14.92	2.30
LABORER: Wheelman.....	\$ 18.76	4.93
OPERATOR: Backhoe.....	\$ 19.38	2.52
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 17.64	4.50

OPERATOR: Broom/Sweeper.....	\$ 14.92	2.31
OPERATOR: Bulldozer.....	\$ 18.57	3.88
OPERATOR: Crane.....	\$ 21.15	0.00
OPERATOR: Excavator.....	\$ 18.81	1.31
OPERATOR: Grader/Blade.....	\$ 27.40	8.46
OPERATOR: Loader.....	\$ 16.40	3.39
OPERATOR: Mechanic.....	\$ 23.27	6.28
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 24.77	8.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.16	4.74
OPERATOR: Roller excluding Asphalt.....	\$ 17.00	4.08
OPERATOR: Screed.....	\$ 19.98	5.46
PILEDRIVERMAN.....	\$ 19.95	5.26
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 14.65	2.87
TRUCK DRIVER: Lowboy Truck.....	\$ 15.15	5.62

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

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=====  
END OF GENERAL DECISION

General Decision Number: ME140051 08/22/2014 ME51

Superseded General Decision Number: ME20130051

State: Maine

Construction Type: Highway

County: Penobscot County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	08/08/2014
2	08/22/2014

\* ENGI0004-013 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Grader/ Blade, Milling Machine.....	\$ 20.75	10.84

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SUME2011-046 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 14.72	1.72
CEMENT MASON/CONCRETE FINISHER...	\$ 16.94	0.00
ELECTRICIAN.....	\$ 21.55	3.51
IRONWORKER, REINFORCING.....	\$ 17.45	0.00
IRONWORKER, STRUCTURAL.....	\$ 18.75	4.56
LABORER: Common or General.....	\$ 12.83	2.20
LABORER: Flagger.....	\$ 9.00	0.00
LABORER: Highway/Parking Lot Striping.....	\$ 14.63	0.00
LABORER: Landscape.....	\$ 15.43	2.09
OPERATOR: Backhoe.....	\$ 17.27	3.45
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.21	4.60
OPERATOR: Broom/Sweeper.....	\$ 13.49	1.22

OPERATOR: Bulldozer.....	\$ 17.74	2.72
OPERATOR: Crane.....	\$ 19.03	1.70
OPERATOR: Excavator.....	\$ 16.33	2.78
OPERATOR: Loader.....	\$ 15.66	4.79
OPERATOR: Mechanic.....	\$ 21.71	6.29
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 24.77	8.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 19.89	7.20
OPERATOR: Roller excluding Asphalt.....	\$ 19.97	7.43
OPERATOR: Screed.....	\$ 19.58	5.95
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 12.31	4.44
TRUCK DRIVER: Lowboy Truck.....	\$ 15.15	5.62

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=====

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an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

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---

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=====

END OF GENERAL DECISION

General Decision Number: ME140052 08/22/2014 ME52

Superseded General Decision Number: ME20130052

State: Maine

Construction Type: Highway

County: Sagadahoc County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014
2	05/09/2014
3	08/08/2014
4	08/22/2014

\* ENGI0004-006 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Milling Machine.....	\$ 20.75	10.84

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IRON0007-008 03/16/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 22.65	20.17

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SUME2011-047 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.10	1.95
CEMENT MASON/CONCRETE FINISHER...	\$ 16.94	0.00
ELECTRICIAN.....	\$ 21.41	3.40
INSTALLER - GUARDRAIL.....	\$ 15.91	2.85
IRONWORKER, STRUCTURAL.....	\$ 18.75	4.56
LABORER: Asphalt Raker.....	\$ 15.43	1.09
LABORER: Common or General.....	\$ 12.25	1.73
LABORER: Flagger.....	\$ 9.03	0.00
LABORER: Landscape.....	\$ 15.43	2.09
LABORER: Wheelman.....	\$ 18.76	4.93

OPERATOR: Backhoe.....	\$ 17.92	2.44
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.98	4.65
OPERATOR: Broom/Sweeper.....	\$ 14.08	0.00
OPERATOR: Bulldozer.....	\$ 17.95	3.81
OPERATOR: Crane.....	\$ 21.28	0.00
OPERATOR: Excavator.....	\$ 17.81	3.13
OPERATOR: Grader/Blade.....	\$ 27.40	8.46
OPERATOR: Loader.....	\$ 16.81	4.32
OPERATOR: Mechanic.....	\$ 22.21	6.09
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OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.08	4.89
OPERATOR: Roller excluding Asphalt.....	\$ 15.79	3.32
OPERATOR: Screed.....	\$ 19.58	5.95
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TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 9.90	3.10
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-----  
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operation to which welding is incidental.

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END OF GENERAL DECISION

General Decision Number: ME140053 08/22/2014 ME53

Superseded General Decision Number: ME20130053

State: Maine

Construction Type: Highway

County: York County in Maine.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/03/2014
1	02/07/2014
2	05/09/2014
3	08/08/2014
4	08/22/2014

\* ENGI0004-006 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Milling Machine.....	\$ 20.75	10.84

-----  
IRON0007-008 03/16/2014

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 22.65	20.17

-----  
SUME2011-048 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 17.10	1.95
CEMENT MASON/CONCRETE FINISHER...	\$ 16.94	0.00
ELECTRICIAN.....	\$ 21.41	3.40
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END OF GENERAL DECISION

**SPECIAL PROVISION**  
**SECTION 502**  
**STRUCTURAL CONCRETE**  
 (QC/QA Acceptance Methods)

CLASS OF CONCRETE	ITEM NUMBER	DESCRIPTION	P	METHOD
LP	626.31	18" Foundation	-	C
LP	626.32	24" Foundation	-	C
LP	626.33	30" Foundation	-	C
LP	626.331	36" Foundation	-	C

**SPECIAL PROVISION**  
**SECTION 626**  
Foundations

626.034 Concrete Foundations

Pre-cast Foundations shall not be permitted for foundations greater than 18”.

If the Contractor uses precast foundations, the Contractor shall unconditionally warrant and guaranty for two years that the foundations won't tip. If the Department discovers any tipping during the two year warranty period, the Contractor agrees to perform all remedial work at no additional cost or liability to the Department.

# Highway Lighting Quality Control Checklist

## Subsection 634.09 Field Testing

Project Pin # \_\_\_\_\_

Location (if multiple services, please be specific)- \_\_\_\_\_

Grounding Electrode Resistance at service \_\_\_\_\_

Number of Circuits \_\_\_\_\_

Hand-Off-Auto Switch? \_\_\_\_\_

### Circuit #1

**Open Circuit Resistance-** (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) \_\_\_\_\_

**Megger Test-** (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) \_\_\_\_\_

**Current draw-** (during normal operation) Leg #1 \_\_\_\_\_ Leg #2 \_\_\_\_\_

**Operating Voltage at last pole** \_\_\_\_\_

### Circuit #2

**Open Circuit Resistance-** (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) \_\_\_\_\_

**Megger Test-** (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) \_\_\_\_\_

**Current draw-** (during normal operation) Leg #1 \_\_\_\_\_ Leg #2 \_\_\_\_\_

**Operating Voltage at last pole** \_\_\_\_\_

I, \_\_\_\_\_, certify that this work was done in accordance with subsection 643.14 and current NEC \_\_\_\_\_ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature \_\_\_\_\_

Electrician's License # \_\_\_\_\_

# Highway Lighting Quality Control Checklist

## Subsection 634.09 Field Testing

Project Pin # \_\_\_\_\_

Location (if multiple services, please be specific)- \_\_\_\_\_

Grounding Electrode Resistance at service \_\_\_\_\_

Number of Circuits \_\_\_\_\_

Hand-Off-Auto Switch? \_\_\_\_\_

### Circuit #3

**Open Circuit Resistance-** (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) \_\_\_\_\_

**Megger Test-** (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) \_\_\_\_\_

**Current draw-** (during normal operation) Leg #1 \_\_\_\_\_ Leg #2 \_\_\_\_\_

**Operating Voltage at last pole** \_\_\_\_\_

### Circuit #4

**Open Circuit Resistance-** (Ohm out both hot legs at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) \_\_\_\_\_

**Megger Test-** (Meg out both hot legs to ground at the cabinet while they are shorted together at the last pole and the fuse holders are disconnected at each pole) \_\_\_\_\_

**Current draw-** (during normal operation) Leg #1 \_\_\_\_\_ Leg #2 \_\_\_\_\_

**Operating Voltage at last pole** \_\_\_\_\_

I, \_\_\_\_\_, certify that this work was done in accordance with subsection 643.14 and current NEC \_\_\_\_\_ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature \_\_\_\_\_

Electrician's License # \_\_\_\_\_

# Traffic Signal Quality Control Checklist

**Subsection 643.14 Field Testing**

Project Pin # \_\_\_\_\_

Grounding Electrode Resistance at service \_\_\_\_\_

ID tags on loop amps / detector cards? \_\_\_\_\_

**Location** \_\_\_\_\_

Street Approach	_____		
Loop #	_____	Resistance	_____
Phase #	_____	Meg to ground	_____
L,C, or R Lane	_____	Amount of bondo covering loop	_____
Pulse or Presence	_____		

Street Approach	_____		
Loop #	_____	Resistance	_____
Phase #	_____	Meg to ground	_____
L,C, or R Lane	_____	Amount of bondo covering loop	_____
Pulse or Presence	_____		

Street Approach	_____		
Loop #	_____	Resistance	_____
Phase #	_____	Meg to ground	_____
L,C, or R Lane	_____	Amount of bondo covering loop	_____
Pulse or Presence	_____		

I, \_\_\_\_\_, certify that this work was done in accordance with subsection 643.14 and current NEC \_\_\_\_\_ guidelines, and when tested, was functioning as intended. (YEAR)

Electrician's Signature \_\_\_\_\_

Electrician's License # \_\_\_\_\_

SPECIAL PROVISIONS  
FOR STATE FUNDED TRANSPORTATION RELATED MAINTENANCE SERVICES

1. **BENEFITS AND DEDUCTIONS** If the Contractor is an individual, the Contractor understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Contractor for his/her Income Tax records.

2. **INDEPENDENT CAPACITY** In the performance of this Contract, the parties hereto agree that the Contractor, and any agents and employees of the Contractor shall act in the capacity of an independent contractor and not as officers or employees or agents of the State.

3. **DEPARTMENT'S REPRESENTATIVE** The Contract Administrator shall be the Department's representative during the period of this Contract. The Contract Administrator has authority to curtail services if necessary to ensure proper execution of the Contract, to take actions needed to assure that the Contractor's Work conforms with the Contract, to decide questions regarding quality and acceptability of Work, to suspend Work, to reject Unacceptable or Unauthorized Work and to refuse to approve Progress and Final Payments until Unacceptable or Unauthorized Work is corrected. The Contract Administrator shall certify to the Department when payments under the Contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor. Unless authorized by the Contract Administrator, other Departmental employees are not authorized to alter or waive the provisions of the Contract or to issue instructions contrary to the Contract.

The Department has the authority to inspect all Materials and every detail of the Work. The Contractor shall provide the Department with safe access to all portions of the Work in Conformity with all applicable OSHA requirements. The Contractor shall furnish the Department with all information and assistance required to make a detailed inspection.

4. **CONTRACT ADMINISTRATOR** All progress reports, correspondence and related submissions from the Contractor shall be submitted to the Department's Project Manager who is designated as the Contract Administrator on behalf of the Department for this Contract, except where specified otherwise in this Contract.

5. **CHANGES IN THE WORK** The Department shall have the right to alter the nature and extent of the Work as provided in the Contract, the Contract Amount being adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of its obligations under this Contract because of the inability of the parties to agree on an adjustment or adjustments. Any changes to the Contract that affect scope, compensation,

time, quality, or other Contract requirements shall be by written Contract Modification, signed by both parties.

6. **SUBCONTRACTS** The Contractor is responsible for assuring that its subcontractors have sufficient skill and experience to perform the pursuant to the Contract. The Contractor is responsible for subcontractors that it employs and for coordinating and managing its subcontractors. The Contractor agrees to indemnify, defend, and hold harmless MaineDOT from and against all claims and causes of action arising out of any act or omission of Contractor's subcontractors, their agents, representatives, and employees. The Contractor agrees to indemnify the MaineDOT and hold it harmless from any claims asserted by, against or on behalf of Contractor's subcontractors. Included in this release is the Contractor's agreement to waive any claims against MaineDOT to recover losses allegedly suffered by a subcontractor. If Work under this Contract is performed pursuant to subcontracts, the Contractor's obligations are not diminished and the Contractor remains responsible for all Work under the Contract.

7. **SUBLETTING, ASSIGNMENT OR TRANSFER** The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Contract Administrator. No subcontracts or transfer of the Contract shall in any case release the Contractor of its liability under this Contract.

8. **EQUAL EMPLOYMENT OPPORTUNITY** During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor shall not discriminate against any employee or applicant for employment relating to this Contract because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Contract, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

c. The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining Contract, or other Contract or understanding, whereby it is furnished with labor for the performance of this Contract a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL** The Contractor shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. The Contractor shall not engage on a full-time, part-time or other basis pursuant to this Contract any personnel who are or have been at any time during the period of this Contract in the employ of the State of Maine, except regularly retired employees, without the written consent of the Department. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this Contract any retired employee of MaineDOT who has not been retired for at least one year without the written consent. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. **STATE EMPLOYEES NOT TO BENEFIT** No individual employed by the State of Maine at the time this Contract is executed or any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 5 MRSA § 18 or 17 MRSA § 3104. No other individual employed by the State at the time this Contract is executed or at any time thereafter shall be admitted to any share or part of this Contract or to any benefit that might arise therefrom

directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor, without the written consent of the Department. The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Contract so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. **WARRANTY OF NO COLLUSION** The Contractor hereby certifies that it did not, directly or indirectly, enter into any agreement, participate in any collusion or otherwise take any action in restraint of competitive bidding in connection with this Contract. For breach or violation of this warranty, MaineDOT shall have the right to annul this Contract without liability. Further, MaineDOT shall have the right to recover the full amount of such fee, commission, gift, or the value of consideration that may have been transferred by the Contractor in violation of this clause.

12. **RECORDS; ACCESS** The Contractor and its subcontractors shall maintain all books, documents, payrolls, papers, accounting records and information of any type on any medium ("Project Records") that pertain to this Contract for such period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. Upon request by MaineDOT, the Contractor and its subcontractors shall make Work Records available for inspection and must provide MaineDOT with copies at all reasonable times without cost or liability to MaineDOT.

13. **TERMINATION AND FAILURE TO PERFORM** The Department may terminate this Contract with or without cause upon 7 days written notice. Termination of the contract shall not relieve the Contractor of its contractual responsibilities for the work completed prior to termination (including warranty obligations), nor shall it relieve the Surety of its obligation for claims arising from the Work or the Contract. The Department will pay for all accepted items of Work completed prior to the date of Termination at agreed upon prices.

If for any reason the Contractor is unable to complete the work in an acceptable manner the Department may give written Notice of Default to the Contractor, which will outline the required remedies. Any delay by the Department in providing a written Notice of Default shall in no way constitute a waiver by the Department of any provision of the Contract. If the Department determines the default is not curable, the notice of default shall also include the date of termination. Termination of the Contract or portion thereof shall not relieve the Contractor of its Contractual responsibilities for the Work completed.

In addition the Department may enter into an Agreement with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for the Completion of the intent of the Contract in an acceptable and timely manner.

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

15. **GOVERNING LAW** This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

If, in the performance of this Agreement, there arises a dispute between the Contractor and MaineDOT that cannot be resolved by the parties to the Contract, the parties may agree to submit the dispute to non-binding Alternate Dispute Resolution. All disputes shall be governed by Maine law, and all actions shall be filed in the Kennebec Superior Court, in Augusta Maine.

16. **STATE HELD HARMLESS** The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as "claims") resulting from or arising out of the performance of this Contract by the Contractor, its employees, agents or subcontractors. Claims to which this indemnification applies include, but are not limited to, the following: (i) claims suffered or incurred by any Contractor, subcontractor, materialman, laborer and any other person, firm, corporation or other legal entity providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used in connection with this Contract; (iii) Claims arising out of a libelous or other unlawful matter used or developed in connection with this Contract; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Contract; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from (i) the Department's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the Department in accordance with this Contract.

The Department's employees and other representatives act solely as representatives of the Department when conducting and exercising authority granted to them under the Contract. Such persons have no liability either personally or as Department employees.

17. **NOTICE OF CLAIMS** The Contractor shall give the Contract Administrator immediate notice in writing of any legal action or suit filed related in any way to the Contract or which may affect the performance of duties under the Contract, and prompt notice of any claim made against the Contractor by any subcontractor which may result in litigation related in any way to the Contract or which may affect the performance of duties under the Contract.

18. **INSURANCE** The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, 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.

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

Commercial General Liability With respect to all Work performed by the Contractor and any subcontractors, the Contractor and any subcontractors shall carry commercial general liability insurance in an amount not less than \$400,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures. 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.

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 \$400,000.00 per occurrence.

Claims. Each insurance policy shall include a provision requiring the insurer to investigate and defend all named insured's against any and all claims for death, bodily injury or property damage, even if groundless.

19. **SEVERABILITY** The invalidity or unenforceability of any particular provision or part thereof of this Contract shall not affect the remainder of said provision or any other provisions, and this Contract shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

20. **INTEGRATION** All terms of this Contract are to be interpreted in such a way as to be consistent at all times. If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy related to the Contract, the Contractor must notify MaineDOT of the ambiguity or waive claims resulting from any such ambiguity. In the case of ambiguity the following components of the Contract shall control in the following descending order of priority:

- Contract Agreement, Transportation Related Maintenance Services
- Bid Amendments (most recent to least recent)
- Appendix A – Special Provision Specifications of Work to be Performed or Request for Proposals
- Appendix C – Special Provisions
- Appendix B – Special Provisions for State Funded Transportation Related

Maintenance Services  
Any remaining appendices in alphabetical order.  
Any remaining Special Provisions  
The Department's Notice to Contractors and any amendments  
State of Maine, Department of Transportation, Standard Specifications, November  
2014 Edition as updated through advertisement.

21. **FORCE MAJEURE** The Department may, at its discretion, excuse the performance of an obligation by a party under this Contract in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The Department may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Contract.

22. **FURNISHING OF OTHER PROPERTY RIGHTS, LICENSES AND PERMITS**  
The Contractor shall acquire, at its sole expense, all property rights outside the Project Limits needed for construction staging, yarding, construction, waste disposal, or other Project-related purpose. The Contractor shall also acquire, at its sole expense, all licenses, Permits and other permissions that are necessary or appropriate to perform the Work that are not furnished by the Department.

23. **ALLOWABLE WORK TIMES** Work can be performed at any time except Saturdays, Sundays, Holidays and state government closure days, unless expressly specified otherwise in this Contract. Holidays are defined as New Year's Day, Martin Luther King Day, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. If a Holiday occurs on a Saturday, the preceding Friday shall be considered a Holiday. Saturday, Sunday or Holiday work must be approved by the Department. The Contractor is solely responsible for the planning and execution of Work in order to complete the Work within the Contract Time.

24. **SET-OFF RIGHTS** MaineDOT shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MaineDOT's right to withhold and take possession of monies due to the Contractor under this Contract up to any amounts the Contractor owes to the State of Maine pursuant to this Contract or any other contract, including any contract for a term commencing prior to the term of this Contract, plus any amounts that Contractor owes the State of Maine for any reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MaineDOT shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Controller.

25. **WORKERS AND EQUIPMENT** The Contractor shall at all times provide all Superintendents, forepersons, laborers, inspectors, Subcontractors, subconsultants, Equipment, Materials, and Incidentals as needed to perform the Work in Conformance within the Contract Time. 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.

Any person employed by the Contractor or by any Subcontractor or any officer or representative or agent of the Subcontractor, who, in the opinion of the Contract Administrator, is intemperate or disorderly, shall be removed immediately by the Contractor or Subcontractor employing such person. The employee shall not be employed again in any portion of the Work without prior approval from the Contract Administrator. Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work, the Contract Administrator may suspend the Work by written notice until such orders are complied with.

All persons employed by or through the Contractor, except for registered trainees, shall have sufficient skill and experience to perform the Work properly. The Department may require that the Contractor discharge any such person who the Department determines jeopardizes safety of any person or the Project without cost or liability to the Department. If the Department determines that such person's performance jeopardizes the intent of the Contract otherwise, the Department may, but is not required, to notify the Contractor of such a determination. Such notice, or lack thereof, does not affect the Contractor's duties regarding Workers. Upon Receipt of such notice, the Contractor shall take any action it determines necessary to fulfill its obligations under the Contract.

26. **ENVIRONMENTAL REQUIREMENTS**

Temporary Soil Erosion and Water Pollution Control If the Work involves excavation or placement of soil, the Contractor shall stabilize the area on a daily basis and comply with all applicable federal, state, and local laws, rules, regulations, permit requirements and conditions.

Hazardous Materials If the Contractor encounters any condition that indicates the presence of uncontrolled petroleum or hazardous Materials, the Contractor shall immediately stop Work, notify the Department, treat any such conditions with extreme caution, and secure the area of potential hazard to minimize health risks to Workers and the public, and to prevent additional releases of contaminants into the environment. Such conditions include the presence of barrels, tanks, unexpected odors, discoloration of soil or water, an oily sheen on soil or water, excessively hot earth, smoke, or any other condition indicating uncontrolled petroleum or hazardous Materials. The Contractor shall continue Work in other areas of the Project unless otherwise directed by the Department. The Contractor shall comply with all federal, State, and local laws concerning the handling, storage, treatment, and disposal of uncontrolled petroleum or hazardous Material.

Waste Materials All waste materials shall be disposed of in accordance with all federal, State, and local laws.

Environmental Non-compliance - Remedies and Costs The Contractor shall be in non-compliance if it, or Subcontractors at any tier, fail to comply with the terms of this Contract or any applicable environmental or land use law or regulation including Project specific permit conditions.

If the Contractor is in non-compliance, the Department may, at its discretion:

A. Withhold all Progress Payments, or any portion thereof, during the period the Contractor is in non-compliance;

B. Remedy such non-compliance using State forces or another Contractor and deduct all costs incurred by the Department from Progress Payments. Such costs include direct costs, Project Engineering costs, and Contractor costs from amounts otherwise due the Contractor, and/or

C. Suspend the Work for cause and without cost or liability to the Department. Said suspension shall continue until the Contractor has addressed all non-compliance issues as directed by the Department.

The Contractor shall be responsible for any fines and penalties assessed by environmental or land use regulatory agencies due to such non-compliance. Such penalties may be withheld from amounts otherwise due the Contractor.

27. **QUALITY AND STANDARDS** Materials and manufactured products incorporated into the work shall be new unless otherwise specified, free from defect, and in conformity with the contract. When material is fabricated or treated with another material or where any combination of materials is assembled to form a finished product, any or all of which are covered by specifications, the Department may reject the finished product if any of the components do not comply with the specifications. The Department may reject materials not conforming to the Specifications at any time, and the Contractor shall remove them immediately from the project site unless otherwise instructed by the Department. The Contractor shall not store or use rejected materials on any Department project.

If there is no applicable standard set forth in this contract for particular Work, then the Contractor shall perform that Work in accordance with industry standards prevailing at the time of bid. If the Department determines that Work is non-conforming, the Contractor shall remove, replace, or otherwise correct all unacceptable work as directed by the Department at the expense of the Contractor, without cost or liability to the Department.

28. **WARRANTY PROVISIONS** The Contractor unconditionally warrants and guarantees that the Work will be free from warranty defects for one year or as otherwise specified in this Contract. If the Department discovers any warranty defects during the warranty period, the Contractor agrees to perform all remedial work, at no additional cost or liability to the Department. Remedial Work will be completed within two weeks unless a more immediate response is required for safety or convenience, as determined by the Department.

The Contractor hereby assigns to the Department the right to enforce all manufacturer's warranties or guarantees on all materials, equipment or products purchased for the work that exceed the nature or duration of the warranty obligations assumed by the Contractor under this Contract.

The Contractor agrees that the warranty obligations provided by this Contract shall be reported as an outstanding obligation in the event of bankruptcy, dissolution, or the sale, merger, or cessation of operations of the Contractor.

29. **PAYMENT** The Contractor shall submit an itemized invoice to the Department for services monthly, at the completion of the Work or as otherwise noted in the Contract documents for approval and payment. At a minimum, invoices shall include the following information:

- Contractor name, address & Contract Number
- Invoice Date & Number
- Dates of Service
- Description and Location of Service
- Quantities at the Prices contained in the Contractor's Bid

The Department will approve complete and correct invoices for accepted Work invoiced at bid prices. 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 execution of the Work. The Contractor shall pay all taxes, charges, fees, and allowances. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract. Most items are exempt from Maine sales tax. The Contractor shall Bid in accordance with the Maine statutory exemption from sales tax. The Department may require that the Contractor submit backup documentation including copies of receipts, invoices, and itemized payments to Subcontractors. 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.

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

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

30. **RESPONSIBILITY FOR DAMAGE TO WORK** Except for damage to Project caused by Uncontrollable Events, the Contractor shall bear all risk of loss relating to the Work until Final Acceptance, regardless of cause, including completed Work, temporary Structures, and all other items or Materials not yet incorporated into the Work.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged Work or otherwise make good any losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to Promptly commence and continue such rebuilding, etc., the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces and all costs will be deducted from amounts otherwise due the Contractor.

31. **RESPONSIBILITY FOR PROPERTY OF OTHERS** The Contractor shall not enter private property outside the Project Limits without first obtaining permission from the Owners.

The Contractor shall be responsible for all damage to public or private property of any kind resulting from any act, omission, neglect, or misconduct of the Contractor until Final Acceptance. The preceding sentence includes damage to vehicles passing through the Work area.

The Contractor shall, at its sole expense, rebuild, repair, restore, or replace such damaged property or otherwise make any good losses that arise from such damage ("rebuilding, etc."). If the Contractor fails to commence and continue such rebuilding, etc. in a timely manner, the Department may, upon 48 hours advance written notice, commence rebuilding, etc. of the damaged property without liability to the Department with its own forces or with Contracted forces, and all costs will be deducted from amounts otherwise due the Contractor.

32. **NOTICE REQUIRED** When the Contractor becomes aware of facts or circumstances that may cause the Contractor to seek additional compensation, time, or any other change in Contract requirements ("Issue"), then the Contractor shall notify the Contract Administrator within 48 hours and before commencing any part of the Work relating to the Issue. The notice must describe the basic nature and extent of the Issue.

The written notice or confirmation will be known as a "Notice of Issue for Consideration". The Contractor will not be entitled to any additional compensation, time, or any other change to Contract requirements without a timely Notice of Issue for Consideration.

33. **ENTIRE CONTRACT** This document contains the entire Contract of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Contract that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Contract, or

to exercise an option or election under the Contract, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Contract shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Contract or at law.