



Paul R. LePage  
GOVERNOR

STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

David Bernhardt  
COMMISSIONER

March 8, 2016  
Subject: Wearing Surface  
Replacements  
State WIN: 022199.00  
Location: **Fairfield**  
**Amendment No. 2**

Dear Sir/Ms:

Make the following change to the Bid Documents:

**REMOVE**, page 9 "Notice to Contractors", and **REPLACE** with the attached revised "Notice to Contractors" 1 page.

**REMOVE**, pages 13 thru 20 "CONTRACT AGREEMENT, OFFER & AWARD", and **REPLACE** with the attached revised "CONTRACT AGREEMENT, OFFER & AWARD" 8 pages.

**REMOVE**, page 30 "2016 FAIR MINIMUM WAGE RATES", filing date 2/19/2016 and **REPLACE** with the attached revised "2016 FAIR MINIMUM WAGE RATES" 1 page filing date 3/8/2016.

Consider this change and information prior to submitting your bid on **March 23, 2016**

Sincerely,

George M.A. Macdougall P.E.  
Contracts & Specifications Engineer



PRINTED ON RECYCLED PAPER

**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 **Wearing Surface Replacements** in the town of **FAIRFIELD**" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on March 23, 2015 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 Paving, or project specific prequalification to be considered for the award of this contract. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening.** Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: WIN 22199.00

Location: In Somerset County, project is located on Route 139, Fairfield, Br #1522, 1523 & 3106

Outline of Work: Remove Pavement Surface, Paving and other incidental work.

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 may be seen at the Maine DOT Building in Augusta, Maine and at the Department of Transportation's Regional Office in Augusta. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207) 624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

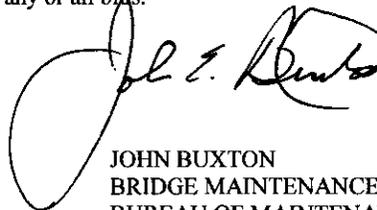
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5,000 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable State Laws.

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 \$10 [\$15 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  
March 2, 2016



JOHN BUXTON  
BRIDGE MAINTENANCE ENGINEER  
BUREAU OF MAINTENANCE & OPERATIONS

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

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ (**Contractor**) a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

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

### **A. The Work.**

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **WIN 22199.00**, for the **Bridge Wearing Surface Replacements** in the town of **Fairfield**, County of Somerset, State of Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

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 **June 17, 2016**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

**C. Price.**

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

\_\_\_\_\_

\$ \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

**E. Certifications.**

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

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

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of **WIN 22199.00**, for the **Bridge Wearing Surface Replacements** in the town of **Fairfield**, County of Somerset, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work as stated in Section 107.2 of the Standard Specifications November 2014 Edition and complete the Work within the time limits given in the Special Provisions of this Contract.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(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:

\_\_\_\_\_  
Witness

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AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and \_\_\_\_\_ **(Contractor)** a corporation or other legal entity organized under the laws of the State of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

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The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

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 **June 17, 2016**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, November 2014 Edition and related Special Provisions.

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\$ \_\_\_\_\_ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

**D. Contract.**

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

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

**F. Offer.**

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications November 2014 Edition, Standard Details November 2014 Edition as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of **WIN 22199.00**, for the **Bridge Wearing Surface Replacements** in the town of **Fairfield**, County of Somerset, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

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

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, November 2014 Edition, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

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

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

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

CONTRACTOR

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(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:

\_\_\_\_\_  
Witness

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

State of Maine  
Department of Labor  
Bureau of Labor Standards  
Wage and Hour Division  
Augusta, Maine 04333-0045  
Telephone (207) 623-7906

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

Title of Project -----Fairfield Bridge Wearing Surface Replacement

Location of Project --Fairfield, Somerset County

**2016 Fair Minimum Wage Rates  
Heavy and Bridge Somerset County**

| Occupation Title                           | Minimum Wage | Minimum Benefit | Total   | Occupation Title                   | Minimum Wage | Minimum Benefit | Total   |
|--|--------------|-----------------|---------|------------------------------------|--------------|-----------------|---------|
| Backhoe Loader Operator                    | \$21.17      | \$2.92          | \$24.09 | Flagger                            | \$9.00       | \$0.00          | \$9.00  |
| Blaster Ordinance Handling & Explosives    | \$21.00      | \$2.72          | \$23.72 | Grader/Scraper Operator            | \$17.50      | \$1.04          | \$18.54 |
| Boilermaker                                | \$23.30      | \$1.30          | \$24.60 | Ironworker - Reinforcing           | \$21.25      | \$6.85          | \$28.10 |
| Bricklayer                                 | \$22.00      | \$1.57          | \$23.57 | Ironworker - Structural            | \$19.00      | \$0.84          | \$19.84 |
| Bulldozer Operator                         | \$17.63      | \$3.24          | \$20.87 | Laborers (Incl. Helpers & Tenders) | \$14.75      | \$0.57          | \$15.32 |
| Carpenter                                  | \$20.00      | \$2.70          | \$22.70 | Laborer - Skilled                  | \$14.49      | \$3.79          | \$18.28 |
| Carpenter - Rough                          | \$17.88      | \$5.57          | \$23.45 | Line Erector - Power/Cable Splicer | \$25.88      | \$5.88          | \$31.76 |
| Cement Mason/Finisher                      | \$19.71      | \$4.89          | \$24.60 | Loader Operator - Front End        | \$17.61      | \$2.66          | \$20.27 |
| Communication Equipment Installer          | \$13.99      | \$0.36          | \$14.35 | Mechanic - Maintenance             | \$16.00      | \$4.19          | \$20.19 |
| Comm. Transmission Erector-Microwave/ Cell | \$21.00      | \$4.55          | \$25.55 | Mechanic - Refrigeration           | \$22.00      | \$3.54          | \$25.54 |
| Concrete Pump Operator                     | \$21.00      | \$8.40          | \$29.40 | Millwright                         | \$22.13      | \$8.13          | \$30.26 |
| Crane Operator =>15 Tons                   | \$25.48      | \$7.46          | \$32.94 | Painter                            | \$17.63      | \$0.00          | \$17.63 |
| Crusher Plant Operator                     | \$15.80      | \$3.76          | \$19.56 | Pile Driver Operator               | \$21.00      | \$6.11          | \$27.11 |
| Diver                                      | \$20.00      | \$0.00          | \$20.00 | Pipe/Steam/Sprinkler Fitter        | \$21.00      | \$1.13          | \$22.13 |
| Driller - Rock                             | \$18.15      | \$4.47          | \$22.62 | Pipe Layer                         | \$26.00      | \$11.67         | \$37.67 |
| Dry-Wall Taper & Finisher                  | \$21.00      | \$1.46          | \$22.46 | Pump Installer                     | \$25.00      | \$4.67          | \$29.67 |
| Earth Auger Operator                       | \$23.16      | \$5.33          | \$28.49 | Truck Driver - Light               | \$15.00      | \$0.99          | \$15.99 |
| Electrician - Licensed                     | \$20.50      | \$3.61          | \$24.11 | Truck Driver - Medium              | \$15.00      | \$0.10          | \$15.10 |
| Electrician - Helper/Cable Puller Licensed | \$16.00      | \$3.55          | \$19.55 | Truck Driver - Heavy               | \$15.00      | \$0.59          | \$15.59 |
| Excavator Operator                         | \$20.00      | \$0.85          | \$20.85 | Truck Driver - Tractor Trailer     | \$20.37      | \$5.57          | \$25.94 |
| Fence Setter                               | \$15.25      | \$1.32          | \$16.57 |                                    |              |                 |         |

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

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

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

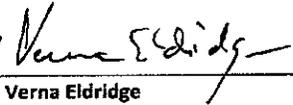
Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

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

Determination No: HB-014-2016  
Filing Date: March 8, 2016

Expiration Date: 12-31-2016

A true copy  
Attest:

  
Verna Eldridge  
Wage & Hour Director  
Bureau of Labor Standards

BLS 424B2 (R2016)(Heavy-Bridge Somerset)