

Updated 01/06/06

STATE PROJECT

**STATE
WIDE**

**FLAGGING
SERVICES**

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. The completed Schedule of Items
 - c. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - d. The completed Contractor Information Sheet
3. To quickly enter into a contract, the bidder may submit certificates of insurance for commercial general liability, automotive liability if company vehicles used, and worker compensation. The Department must be named as an additional insured. Could also include vendor form here.
4. For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

Title:

Town:

Date of Bid Opening:

Name of Contractor:

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

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

NOTICE

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

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

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

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

NOTICE

Bidders:

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

State of Maine
VENDOR FORM

For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor <input type="checkbox"/>	Address Change <input type="checkbox"/>	Multi Address <input type="checkbox"/>	Name Change <input type="checkbox"/>	Contact Update <input type="checkbox"/>	ID # Change <input type="checkbox"/>
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Social Security Number*
Individual or Sole Proprietor

Federal Taxpayer ID Number*
Corporation

OR

Please fill in ONE.

S

Business name in "DBA" field below.

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*

Remit to Address: Individual or Business Name.

Name*
DBA or C/O
Address*
Tel #*

OLD:

Old number:

Name
DBA or C/O
Address
Tel #

<input type="checkbox"/> Is this the same name on your Social Security card?	Acct # <input style="width: 150px;" type="text"/>
<input type="checkbox"/> If not, have you told Social Security about your name change?	Provider # <input style="width: 150px;" type="text"/>

Signature* _____

Contact Name _____

Print Name or Title _____

Accounts Receivable Contact Name _____

Date* _____ (within 3 months)

Phone # if Different or for Contact Info _____

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer: <input type="checkbox"/>	Manufacturer: <input type="checkbox"/>	Factory Rep: <input type="checkbox"/>
Jobber: <input type="checkbox"/>	Retailer: <input type="checkbox"/>	Commodity: <input type="checkbox"/>
Individual: <input type="checkbox"/>	Partnership: <input type="checkbox"/>	Incorporated: <input type="checkbox"/>
Minority: <input type="checkbox"/>	Small Business: <input type="checkbox"/>	In-State: <input type="checkbox"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
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Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an * must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<u>FIELDS</u>	<u>INFORMATION NEEDED FOR FIELD</u>
<i>Special Instructions</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above SSN/EIN Fields	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security Number	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer ID Number*	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C/O	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact Name	Contact person at business
Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicators	Indicate all that apply for the vendor, as needed
Agency Info	For Agency personnel submitting the form. Contact info incase of questions.

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for **Flagger Services**" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on March 14, 2007 , and at that time and place publicly opened and read.

Description: Flagging Services

Location: Statewide

Outline of Work: Supply Flagger Services for MaineDOT maintenance work zones and small construction work sites.

Bids (quotes) are requested for nine zones in the five Regions in the state. A map is included that displays the Regions.

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

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

Bid prices are being requested primarily for our 2007 summer construction and maintenance season, but will be valid through March 31, 2008.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. For Project-specific information fax all questions to **Gail MacMunn** at (207)624-3431. Questions received after 12:00 noon of Friday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

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

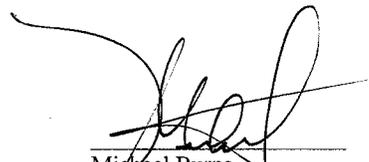
Each Bid must be made upon blank forms provided by the Department

This Contract is subject to all applicable Federal Laws.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

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

Augusta, Maine
February 21, 2007


Michael Burns
Assistant Director
Maintenance and Operations

**SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS**

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

Amendment Number	Date

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

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

**Maine DOT
SCHEDULE OF ITEMS
BID PAGE**

Hourly Bid Price

REGION 1 - (SOUTHERN REGION)

Zone 1 – Entire Region: _____ per hour

REGION 2 - (MID-COAST REGION)

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

Zone 3 - Islesboro Island _____ per hour

REGION 3 - (WESTERN REGION)

Zone 4 - Entire Region: _____ per hour

REGION 4 - (EASTERN REGION)

Zone 5 - All area in the Eastern Region west of the Penobscot River,
including the bridges over the Penobscot River. _____ per hour

Zone 6 - All area in the Eastern Region east of the Penobscot River,
except Swans Island. _____ per hour

REGION 5 - (NORTHERN REGION)

Zone 7 - All areas in the Northern Region north of the
Bridgewater/Monticello Town line extending east west to
intersect the eastern and western boundaries of the region.
_____ per hour

Zone 8 - All areas in the Northern Region south of the Zone 8; extending
southerly to Route 158, extending east west to intersect the eastern and
western boundaries of the region. _____ per hour

Zone 9 - All areas in the Northern Region, south of Zone 9.
_____ per hour

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract for **FLAGGER SERVICES IN THE ZONES BID.** The Work includes providing services at maintenance work zones and small construction projects as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work all required documentation at the conclusion of the work and performing all other work indicated in the Contract.

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

B. Time.

The Contractor agrees to provide services to complete all Work, on or before **March 31, 2008.**

C. Price.

The bid prices in the Schedule of Items of the Bid Package will be used as the basis for determining 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, Division 100 Section of the Standard Specifications, Revision of December 2002, Supplemental Specifications,

Special Provisions, and Contract Agreements. 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 Division 100 of the Standard Specifications Revision of December 2002 and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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

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

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 for (see checked boxes):

Flagger Services

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

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: _____
Michael E. Burns, Assistant Director
Bureau of Maintenance and Operations

Witness

CONTRACT AGREEMENT, OFFER & AWARD

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract for **FLAGGER SERVICES IN THE ZONES BID.** The Work includes providing services at maintenance work zones and small construction projects as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work all required documentation at the conclusion of the work and performing all other work indicated in the Contract.

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

B. Time.

The Contractor agrees to provide services to complete all Work, on or before **March 31, 2008.**

C. Price.

The bid prices in the Schedule of Items of the Bid Package will be used as the basis for determining 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, Division 100 Section of the Standard Specifications, Revision of December 2002, Supplemental Specifications,

Special Provisions, and Contract Agreements. 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 Division 100 of the Standard Specifications Revision of December 2002 and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

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

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

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 for (see checked boxes):

Flagger Services

Region 1

Zone 1

Region 2

Zone 2

Zone 3

Region 3

Zone 4

Region 4

Zone 5

Zone 6

Region 5

Zone 7

Zone 8

Zone 9

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: _____
Michael E. Burns, Assistant Director
Bureau of Maintenance and Operations

Witness

State of Maine
 Department of Labor
 Bureau of Labor Standards
 Technical Services Division
 Augusta, Maine 04333-0045
 Telephone (207) 624-6445

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 ----- Maintenance Flagging Services for 2007

Location of Project -- Multiple Towns, Maine in All Counties

**2007 Fair Minimum Wage Rates
 Highway & Earthwork Statewide**

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asphalt Raker	\$12.50	\$0.24	\$12.74	Ironworker - Reinforcing	\$18.00	\$10.00	\$28.00
Backhoe Loader Operator	\$13.85	\$2.00	\$15.85	Ironworker - Structural	\$14.75	\$0.52	\$15.27
Bricklayer	\$21.00	\$2.62	\$23.62	Laborers/Helper/Tender	\$11.00	\$0.88	\$11.88
Bulldozer Operator	\$16.00	\$3.40	\$19.40	Laborer - Skilled	\$12.75	\$1.12	\$13.87
Cable Splicer	\$18.50	\$3.56	\$22.06	Line Erector - Power	\$18.01	\$3.71	\$21.72
Carpenter	\$16.50	\$1.84	\$18.34	Loader Op, Front-End	\$14.75	\$2.61	\$17.36
Carpenter - Rough	\$15.00	\$2.11	\$17.11	Mechanic - Maintenance	\$15.93	\$2.82	\$18.75
Cement Mason/Finisher	\$12.75	\$1.14	\$13.89	Millwright	\$19.50	\$5.36	\$24.86
Commun Trans Erector	\$17.49	\$4.04	\$21.53	Painter	\$14.25	\$4.25	\$18.50
Concrete Mixing Plant Op	\$14.25	\$3.93	\$18.18	Paver, Bituminous	\$15.75	\$2.13	\$17.88
Concrete Pump Operator	\$15.40	\$7.96	\$23.36	Pipe/Steam/Sprinkler Fitter	\$20.00	\$4.45	\$24.45
Crane Op =>15 Tons	\$19.50	\$4.70	\$24.20	Pipelayer	\$15.00	\$1.19	\$16.19
Crusher Plant Operator	\$15.00	\$3.36	\$18.36	Roller Operator, Earth	\$12.53	\$4.55	\$17.08
Driller, Rock	\$14.75	\$2.10	\$16.85	Roller Op, Pavement	\$15.00	\$3.91	\$18.91
Electrician, Licensed	\$21.00	\$4.27	\$25.27	Screed Operator	\$15.35	\$3.38	\$18.73
Electrician Hlpr (Licensed)	\$14.00	\$1.89	\$15.89	Stone Mason	\$16.24	\$2.04	\$18.28
Excavator Operator	\$16.00	\$2.50	\$18.50	Truck Driver, Light	\$13.75	\$1.26	\$15.01
Fence Setter	\$11.75	\$1.44	\$13.19	Truck Driver, Medium	\$12.83	\$3.08	\$15.91
Flagger	\$11.00	\$0.87	\$11.87	Truck Driver, Heavy	\$12.25	\$1.13	\$13.38
Grader/Scraper Operator	\$16.63	\$2.37	\$19.00	Truck Driver, Tractor Trlr	\$12.95	\$1.96	\$14.91
Hgway Wrkr/Guardrail Inst	\$13.00	\$1.76	\$14.76	Truck Driver, Mixer, Cemnt	\$10.30	\$1.15	\$11.45
Hot Top Plant Operator	\$17.54	\$7.22	\$24.76				

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

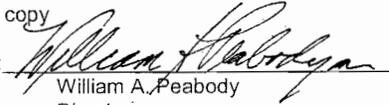
Welders are classified in the trade to which the welding is incidental.

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

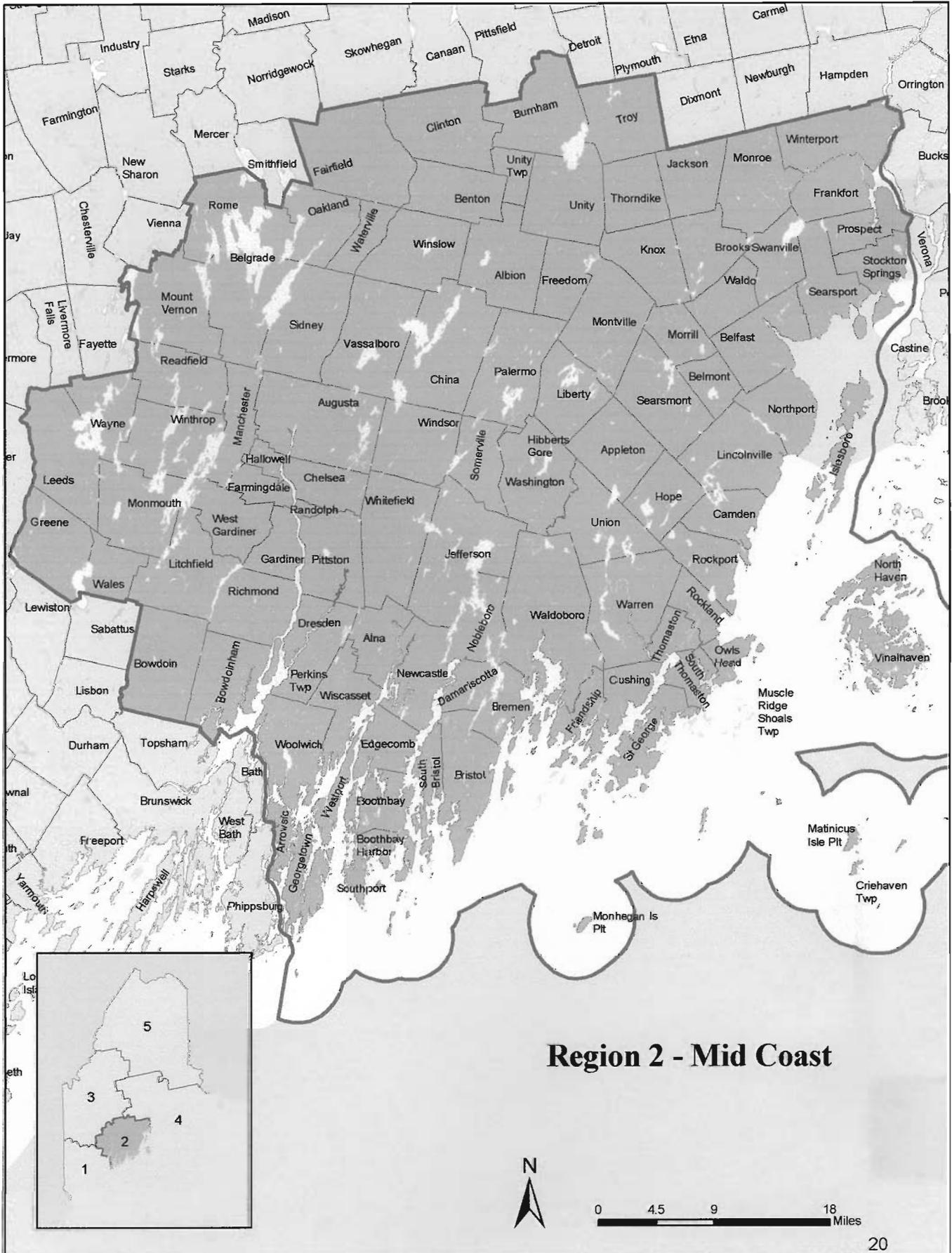
Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

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

Determination No: HI-014-2007
 Filing Date: February 1, 2007
 Expiration Date: 12-31-2007

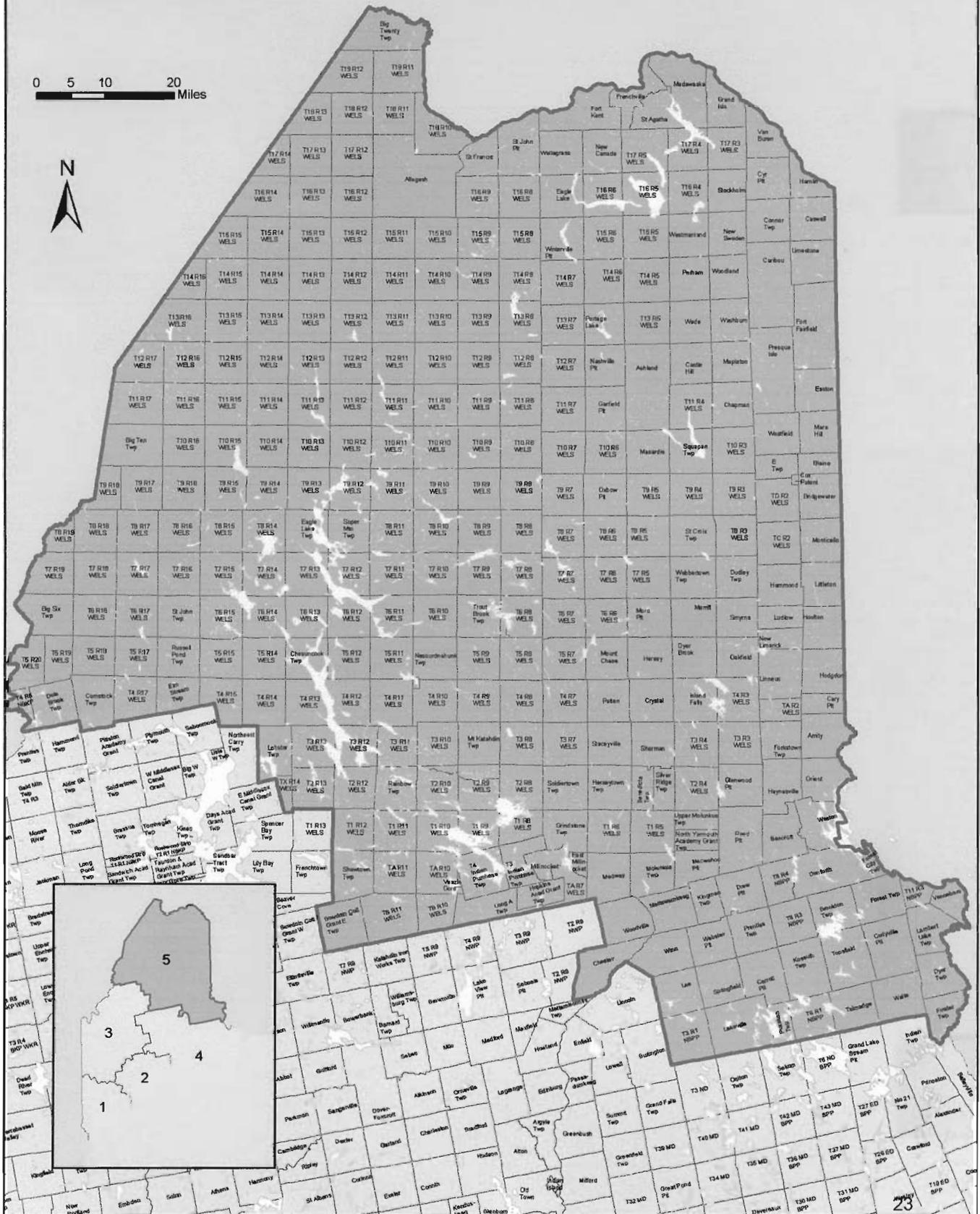
A true copy
 Attest: 
 William A. Peabody
 Director
 Bureau of Labor Standards

BLS 424HI (R2007) (Highway & Earthwork Statewide)



Region 5 - Northern

0 5 10 20 Miles



SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
Basis of Award

Contract flaggers are used by the Department at maintenance work zones and small construction projects to assist state crews. Bids (quotes) are requested for all 5 Regions in the state. The Regions are further sub-divided into nine (9) zones. A map is included that displays the Regions and the 9 zones are described in the schedule of items.

The intent of this proposal is to receive numerous bids for flagging services. Contracts with multiple Contractors per Region will be entered into for flagging services. When flaggers are needed by the Department, the lowest price bidder who typically responds to the request for services at a work site in a timely manner, is typically able to provide the service, and provides quality services will be asked to provide services. If a lower priced Contractor cannot meet the Department's request, the next highest Contractor that meets the above requirements will be contacted.

The 5 Regions are divided as Zones (sub-areas). A Bidder may bid on one or more Zone(s).

Time is paid for time actually worked and in accordance with the following SPECIAL PROVISION, SECTION 652, MAINTENANCE OF TRAFFIC, Flagger.

Bid prices are being requested primarily for our 2007 summer construction and maintenance season, but will be valid through March 31, 2008.

By Zone:

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

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

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

Although this does not guarantee any work, the following estimates totals spent on similar flagging services contracts in 2006:

Region 1 - \$143,000

Region 2 - \$43,327

Region 3 - N/A

Region 4 - \$ 55,116

Region 5 - \$62,000

Special Provision Award, Contracting and Insurance

Award and Contracting After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible and qualified to perform the Work."

Notice of Award and Award Conditions The Department has 30 Days following the Bid Opening to notify the Contractor of Intent to Award and request Insurance Certificates. The Apparent Successful Bidder must provide these items in a timely manner. All items must be delivered to the Department's Bureau of Maintenance and Operations. Once the Department has received the certificates of insurance, and any other pre-award items required, the Department will sign the Contract Agreement, Offer, & Award form and execute the Contract. The point of Contract execution is when the Contractor receives Notice of Award.

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, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

Additional Insured Each policy with the exception of Workers' Compensation insurance shall name the Department of Transportation as an additional insured.

Workers' Compensation For all operations performed by the Contractor and any Subcontractor, the Contractor and each Subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Workers' Compensation Board in accordance with the requirements of the laws of the State of Maine.

Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The coverage shall also include protection against damage claims due to use of explosives, collapse, and underground coverage if the Work involves such exposures.

Automobile Liability The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles including any that are rented, leased, borrowed, or otherwise used in connection with the Project. The minimum limit of liability under this Section shall be \$1,000,000.00 per occurrence.

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

A Bid Guaranty is not required.

Performance and Payment Bonds are not required.

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

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

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

The Contractor shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA.

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

The Department will provide traffic control.

The Department will provide soil erosion and water pollution control.

SPECIAL PROVISION SECTION 107
TIME

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

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
(Flagger)

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

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

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

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

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

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

652.7 Method of Measurement The accepted quantity of flagger time will be the number of hours the designated station is occupied. The number of hours authorized for payment will be measured to the nearest $\frac{1}{4}$ hour.

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

Payment will be made by the hour.