

ON CALL
GUARDRAIL SERVICES
(NO PIN PROJECT)
STATEWIDE
2010

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. As a minimum, the following 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
 - d. two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - e. The completed Contractor Information Sheet
 - f. Any other certifications or bid requirements listed in the Bid Documents as due by bid opening
3. For security and other reasons, all Bid Packages which are mailed or delivered, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:
 - Bid Enclosed - Do Not Open
 - Title or PIN:
 - Town, Region or Statewide:
 - 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 or PIN:
- Town, Region or Statewide:
- 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 or PIN:
- Town, Region or Statewide:
- Name of Contractor:

4. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building 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.
5. If a paper Bid is to be mailed, the mailing address is Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016.
6. 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 Specifications, Revision of December 2002.

NOTICE

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

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

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

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

Vendor Registration

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

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

CONTRACTOR INFORMATION

(Date)

(Signature)

(Name and Title Printed)

(Contractor Name)

Vendor Customer Number

Mailing Address:

Street/PO Box City State Zip

phone fax email

Sole Proprietorship - Partnership - (circle one)

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

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Scaled Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bid for Guardrail 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 31, 2010, and at that time and place publicly opened and read. Bids will be accepted from all bidders.

Description: Guardrail Services

Location: Regions 1 thru 5

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

Bids (quotes) are requested for regions 1 thru 5 in the state. A map is included that displays the Regions.

The intent of this proposal is to receive numerous bids for Guardrail 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 2010 summer construction and maintenance season, but will be valid through March 31, 2011.

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

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

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

This Contract is subject to all applicable State Laws.

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

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

Augusta, Maine
March 10, 2010



Michael Burns
Acting 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)



Guardrail Services
Schedule of Items
Bid Page 1 of 5

BID ITEMS	PAY UNITS	
GUARDRAIL TYPE 3C SINGLE RAIL 0-100'	LINEAR FOOT	
GUARDRAIL TYPE 3C SINGLE RAIL 100'-250'	LINEAR FOOT	
GUARDRAIL TYPE 3C SINGLE RAIL OVER 250'	LINEAR FOOT	
GUARDRAIL TYPE 3C 15' RADIUS AND LESS	LINEAR FOOT	
GUARDRAIL TYPE 3C OVER 15' RADIUS	LINEAR FOOT	
GUARDRAIL TYPE 3C THRIE BEAM SINGLE RAIL	LINEAR FOOT	
GUARDRAIL TYPE 3AA SINGLE RAIL OVER 250'	LINEAR FOOT	
GUARDRAIL REMOVE AND DISPOSE	LINEAR FOOT	
GUARDRAIL, ADJUST	LINEAR FOOT	
659.11 MOBILIZATION	CALENDAR DAY	
659.12 MOBILIZATION	HOURL	

NOTES: for page 1 of 5

1. This work consists of supplying all materials, equipment and labor to install guardrail and components at locations and quantities as directed by the Regions.
2. For each day that the contractor provides guardrail services for the Department, they will be paid hourly for mobilization for traveling to and from the job site. See Special Provision for exact intent and usage of Mobilization.
3. MaineDOT will provide all signs and traffic control.



Guardrail Services
Schedule of Items
Bid Page 2 of 5

Contract Ref. Number	Trinity PART #	Former MaineDOT Part #	AASHTO Comp. #	Std	ITEM DESCRIPTION	UNITS	New parts supplied and installed by Contractor	MaineDOT parts (new or used) installed by Contractor
1	9G	24	RWM02A		W-BEAM RAIL STANDARD PUNCH 6"3" 12 GA	EA	\$	\$
2	11G	n/a	n/a		W-BEAM RAIL PUNCHED 3" 1" 12 GA	EA	\$	\$
3	1010G-1060G	37	RWM02A		W-BEAM RADIUS (5° INCR.) 12GA	EA	\$	\$
4	545G	9	PWE01		6" W6 X 8.5 STEEL POST	EA	\$	\$
5	24501G	n/a	PWE03		6" W6 X 8.5 STEEL POST	EA	\$	\$
6	26924G	n/a	n/a		7" W6 X 8.5 STEEL POST	EA	\$	\$
7	142682G	n/a	n/a		8" W6 X 8.5 STEEL POST	EA	\$	\$
8	6955B	n/a	n/a		14" PLASTIC BLOCK INCL HARDWARE	SET	\$	\$
9	441G	50	PWB01		14" STEEL BLOCK INCL HARDWARE	SET	\$	\$
10	4076B	122	PDB01		14" ROUTERED WOOD BLOCK INCL HARDWARE	SET	\$	\$
11	3G	46	RWB01A		BACK UP PLATE W-BEAM 12GA	EA	\$	\$
12	907G	25	RWE03A		BUFFER END SINGLE 12 GA	EA	\$	\$
13	926G	92	RWE02A		W-BEAM MICHIGAN SHOE 10 GA	EA	\$	\$
14	9264G	n/a	n/a		W-BEAM BRIDGE BACKING PLATE 5/8"	EA	\$	\$
15	19582G	n/a	RTB01A		THRIE BEAM BRIDGE BACKING PLATE 5/8"	EA	\$	\$
16	975G	n/a	RWE05A		MICHIGAN SHOE THRIE BEAM 10 GA	EA	\$	\$
17	6901B	n/a	n/a		22" PLASTIC BLOCK INCL HARDWARE	SET	\$	\$
18	437G	n/a	PWB02		22" STEEL BLOCK INCL HARDWARE	SET	\$	\$
19	60631B	n/a	PDB02		22" ROUTERED WOOD BLOCK INCL HARDWARE	SET	\$	\$
20	209G	n/a	RTM02A		THRIE BEAM RAIL STANDARD PUNCH 12 GA	EA	\$	\$
21	12513G	n/a	RTM08A		THRIE BEAM RAIL PUNCHED 1" 6" 12 GA	EA	\$	\$
22	1178G	n/a	RTM02A		THRIE BEAM RADIUS (5° INCR.) 12 GA	EA	\$	\$
23	977G	n/a	RWT01A		TRANSITION PANEL W-THRIE BEAM 10 GA	EA	\$	\$
24	957G	n/a	RWE05A		BUFFER END THRIE BEAM 12 GA	EA	\$	\$
25	4063B	n/a	PDE09		6" X 8" 6' CRT WOOD POST	EA	\$	\$
26	4064B	n/a	PDE02		6" X 8" 6' SOLID WOOD POST	EA	\$	\$
27	6058B	n/a	PDF01		42 1/2" X 5 1/2" X 7 1/2" CRT WOOD POST (MELT/FLEAT/SRT)	EA	\$	\$
28	4075B	n/a	PDB01		14" X 6" X 8" WOOD BLOCK INCL HARDWARE	SET	\$	\$
29	21G	n/a	RWM14A		W-BEAM BCT CABLE PANEL 12 GA	EA	\$	\$
30	23200G	n/a	n/a		W-BEAM MELT CABLE PANEL 12 GA	EA	\$	\$
31	19818A	N/A	N/A		STEEL SOIL TUBE W/ 2" X 2" X 8" TUBE WELDED	EA	\$	\$
32	740G	N/A	PTE05		STEEL SOIL TUBE 6" X 8" X 60"	EA	\$	\$
33	742G	N/A	PTE06		STEEL SOIL TUBE 6" X 8" X 72"	EA	\$	\$
34	766G	N/A	N/A		STEEL SOIL PLATE 24" X 24"	EA	\$	\$
35	700A	N/A	FPA01		CABLE ANCHOR BRACKET BCT/MELT/SRT	EA	\$	\$
36	775G	N/A	FPB01		BEARING PLATE	EA	\$	\$
37	3000G	N/A	FCA01		CABLE 3/4" X 6" WITH NUTS AND WASHERS	SET	\$	\$
38	3003G	N/A	FCA02		CABLE 3/4" X 10" WITH NUTS AND WASHERS	SET	\$	\$
39	927G	N/A	RWE02A		BENT LIP MICHIGAN SHOE W-BEAM	EA	\$	\$



Guardrail Services
Schedule of Items
Bid Page 3 of 5

Contract Ref. Number	Trinity PART #	Former MaineDOT Part #	AASHTO Std Comp. #	ITEM DESCRIPTION	UNITS	New parts supplied and installed by Contractor	MaineDOT parts (new or used) installed by Contractor
40	919G	N/A	RWE05A	BCT DOUBLE BUFFER	EA	\$	\$
41	987G	N/A	RWE04A	MELT DOUBLE BUFFER	EA	\$	\$
42	986G	N/A	REE01	DOUBLE BUFFER DIAPHRAM PLATE	EA	\$	\$
43	9716A	123	PPF01	MELT STRUT	EA	\$	\$
44	N/A	N/A	N/A	CABLE RELEASING ANCHOR HARDWARE PACKAGE	PKG	\$	\$
45	19819A	N/A	N/A	10" GALV. TUBE WITH PLATE	EA	\$	\$
46	9713G	N/A	FPP02	MELT SHELF	EA	\$	\$
47	N/A	N/A	N/A	BRIDGE ANCHOR PLATE WITH 7/8" X 8" BOLTS WELDED	EA	\$	\$
48	N/A	N/A	N/A	BRIDGE BOLTS 7/8" X 20" WITH NUT AND WASHER	EA	\$	\$
49	3300G	N/A	FBC16A	5/8" ROUND WASHER KEG (1000 PCS)	KEG	\$	\$
50	3320G	105/67	FWR03	5/8 RECTANGLE WASHER KEG (1000 PCS)	KEG	\$	\$
51	705G	N/A	FMM02	2 1/2" X 5 1/2" PIPE SLEEVE	EA	\$	\$
52	3010G	N/A	FCC20	3/4" CABLE CLAMPS FORGED	EA	\$	\$
53	3580G	N/A	FBC16	5/8" X 18" BUTTON HEAD BOLT	EA	\$	\$
54	3360G	39	FBB01	SPLICE BOLT KEG (1000 PCS) 5/8 X 1 1/4	KEG	\$	\$
55	3340G	104	FBB01-05	DR NUT KEG 5/8 (1000 PCS)	KEG	\$	\$
56	3400G	35A	FBB02	CENTER BOLT KEG 5/8 X 2" BUTTON HEAD (1000 PCS)	KEG	\$	\$
57	3380G	N/A	FBX16A	BRACKET BOLT KEG 5/8 X 1 1/2 HEX HEAD (1000 PCS)	KEG	\$	\$
58	3495G	N/A	FBB03	CENTER BOLT BOX BUTTON HEAD 5/8 X 9 1/2 (200 PCS)	KEG	\$	\$
59	SH242GRS	N/A	N/A	SAFE-HIT FLEXIBLE GUARDRAIL MARKER 42"	EA	\$	\$
60	SH254GRS	N/A	N/A	SAFE-HIT FLEXIBLE GUARDRAIL MARKER 54" W/SOIL ANCHOR	EA	\$	\$
61	N/A	N/A	N/A	REFLECTIVE SHEETING 3" X 8' (SPECIFY COLOR)	EA	\$	\$
62	6665B	N/A	N/A	REFLECTIVE SHEETING 14" X 14" CHEVRON PATTERN	EA	\$	\$
63	800BTB0170	N/A	N/A	BEAM REFLECTORS (SPECIFY WHITE/YELLOW) BOX 200CT	BOX	\$	\$
63A	N/A	N/A	N/A	BEAM REFLECTOR (WHITE or YELLOW)	EA	\$	\$
64	N/A	N/A	N/A	U-CHANNEL 2 1/2LB X 8' DELINEATOR POST	EA	\$	\$
65	N/A	N/A	N/A	MELT HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
66	N/A	N/A	N/A	BCT HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
67	33726A	N/A	N/A	ET-PLUS HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
68	32G	N/A	N/A	ET-PLUS 12/12.5"/6'3"/S ANCHOR-PANEL (GUARDRAIL)	EA	\$	\$
69	704A	N/A	N/A	ET-PLUS CABLE ANCHOR BRACKET	EA	\$	\$
70	995G	N/A	N/A	ET-PLUS GUARDRAIL EXTRUDER	EA	\$	\$
71	9852A	N/A	N/A	ET-PLUS STRUT	EA	\$	\$
72	14329G	N/A	N/A	STEEL YIELDING TERMINAL POST (SYTP) IN TUBE	EA	\$	\$
73	14578G	N/A	N/A	STEEL YIELDING TERMINAL POST (SYTP)-1/2" HOLES	EA	\$	\$
74	33871A	N/A	N/A	ET HBA POST #1 TOP	EA	\$	\$
75	33873A	N/A	N/A	ET HBA POST #1 and #2 BOTTOM	EA	\$	\$
76	33874A	N/A	N/A	ET HBA POST #3 UP TO POST #8 BOTTOM	EA	\$	\$
77	33877A	N/A	N/A	ET HBA POST #2 UP TO POST #8 TOP	EA	\$	\$
78	33875G	N/A	N/A	6'6" (1980) ANGLE STRUT	EA	\$	\$
79	33795G	N/A	N/A	6'6" (1980) ANGLE STRUT	EA	\$	\$



Guardrail Services
Schedule of Items
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Contract Ref. Number	Trinity PART #	Former MaineDOT Part #	AASHTO Comp. #	Std	ITEM DESCRIPTION	UNITS	New parts supplied and installed by Contractor	MaineDOT parts (new or used) installed by Contractor
80	992G	N/A	N/A		SRT HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
81	30G	N/A	N/A		12/12.5/6'3"/S SRT-1 ANC (GUARDRAIL)	EA	\$	\$
82	39G	N/A	N/A		12/12.5/6'3"/S SRT-2 (GUARDRAIL)	EA	\$	\$
83	775G	N/A	N/A		SRT 6" x 8" x 5/8" BEARING PLATE	EA	\$	\$
84	9852A	N/A	N/A		SRT STRUT	EA	\$	\$
85	3382G	N/A	N/A		SRT/HBA HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
86	33876A	N/A	N/A		SRT/HBA POST 1 TOP (W6 x 8.5)	EA	\$	\$
87	33877A	N/A	N/A		SRT/HBA POST 2 TOP (W6 x 8.5)	EA	\$	\$
88	33878A	N/A	N/A		SRT/HBA POST 1 & 2 BOT (TS 6 x 4)	EA	\$	\$
89	33879G	N/A	N/A		SRT ANGLE STRUT 2" X 2" X 3/8"	EA	\$	\$
90	33880G	N/A	N/A		SRT 1" x 6" x 8" BEARING PLATE	EA	\$	\$
91	N/A	N/A	N/A		SKT-350 HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
92	S3000	N/A	N/A		SKT-350 IMPACT HEAD	EA	\$	\$
93	N/A	N/A	N/A		FLEAT-350 HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
94	F3000	N/A	N/A		FLT-350 IMPACT HEAD	EA	\$	\$
95	F1303	N/A	N/A		FLT-350 W-BEAM GUARDRAIL END SECTION 12Ga., 12'-6"	EA	\$	\$
96	F1304	N/A	N/A		FLT-350 W-BEAM G.R. CENTER SECT. (4'-2" SPACING) 12'-6"	EA	\$	\$
97	S760	N/A	N/A		FLT-350 CABLE ANCHOR BRACKET	EA	\$	\$
98	E780	N/A	N/A		FLT-350 GROUND STRUT	EA	\$	\$
99	33794A	N/A	N/A		CAT-350 HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
100	31G	N/A	N/A		12/12.5' CAT (GUARDRAIL)	EA	\$	\$
101	130A	N/A	N/A		10/12.5/5'10:6/8/SP CAT (GUARDRAIL)	EA	\$	\$
102	782G	N/A	N/A		CAT 8" x 8" x 5/8" BEARING PLATE	EA	\$	\$
103	983G	N/A	N/A		10/NOSE PLATE/CAT/ROLLED	EA	\$	\$
104	984G	N/A	N/A		10/SIDE PLATE CAT	EA	\$	\$
105	3012G	N/A	N/A		CAT CABLE ASSEMBLY 3/4" x 8'0" DBL SWG	EA	\$	\$
106	3074B	N/A	N/A		WD 36" POST #2, 3, 4, 5, 6 CAT	EA	\$	\$
107	3075B	N/A	N/A		WD 36" POST #1 CAT	EA	\$	\$
108	3100B	N/A	N/A		WD BLOCK 12" #1 CAT	EA	\$	\$
109	3101B	N/A	N/A		WD BLOCK 12" #2-6 CAT	EA	\$	\$
110	9852A	N/A	N/A		CAT CHANNEL STRUT X 6'6" (1980)	EA	\$	\$
111	9915A	N/A	N/A		SPACER CHANNEL CAT	EA	\$	\$
112	33875G	N/A	N/A		CAT 6'6" ANGLE STRUT	EA	\$	\$
113	N/A	N/A	N/A		FLEAT-MT HARDWARE PACKAGE (See Note 2)	PKG	\$	\$
114	C3820	N/A	N/A		FL-MT 3/8" WIRE 20'-0"	EA	\$	\$
115	PBFMT	N/A	N/A		FL-MT POST BREAKER	EA	\$	\$
116	G1201	N/A	N/A		FL-MT W-BEAM G.R., SHORT SECT. (6'-3" SPACING) 12Ga., 6'-3"	EA	\$	\$
117	DBMT	N/A	N/A		FL-MT DEFLECTOR BOX	EA	\$	\$



Guardrail Services

Schedule of Items
Bid Page 5 of 5

Contract Ref. Number	Trinity PART #	Former MaineDOT Part #	AASHTO Comp. #	Std	ITEM DESCRIPTION	UNITS	New parts supplied and installed by Contractor	MaineDOT parts (new or used) installed by Contractor
118	SS-444	N/A	N/A		SRT-350 (COMPLETE WITH ALL HARDWARE) 8-POST	SYSTEM	\$	\$
119	SS-351	N/A	N/A		SRT-350 HBA (COMPLETE WITH ALL HARDWARE) 6-POST	SYSTEM	\$	\$
120	N/A	N/A	N/A		FLEAT 350 SYSTEM (COMPLETE WITH ALL HARDWARE)	SYSTEM	\$	\$
121	SEW03A-8	68A	SEW03A-B		TIMBER POST BCT (COMPLETE WITH ALL HARDWARE)	SYSTEM	\$	\$
122	SEW05	N/A	SEW05		MELT (COMPLETE WITH ALL HARDWARE)	SYSTEM	\$	\$
123	SS-378	N/A	SEW07		ET2000 SYSTEM (COMPLETE WITH ALL HARDWARE)	SYSTEM	\$	\$
124	SS-546	N/A	SEW08		CAT SYSTEM (COMPLETE WITH ALL HARDWARE)	SYSTEM	\$	\$
125	N/A	N/A	N/A		SKT 350	SYSTEM	\$	\$
126	N/A	N/A	N/A		FLEAT MT 350	SYSTEM	\$	\$

NOTES: for pages 2 through 5 of 5

NOTE 1: All prices shall be for either galvanized or weathering (COR-TEN) steel (if applicable)

NOTE 2: Hardware packages shall include: anchor brackets, pipe sleeve, bearing plate bolts, nuts and washers.

NOTE 3: All screws, nails, nuts, bolts and washers are incidental to the work.

NOTE 4: Radius beam shall be paid for as regular straight beam.

NOTE 5: The Contractor will be paid by the hour for mobilization (as quoted on the first sheet) for traveling to and from the job site each day.

NOTE 6: The Maine DOT will provide all signs and traffic control.

NOTE 7: When practical, the Department will direct that existing damaged guardrail be repaired by installing new or used guardrail components. The repair will be accomplished by the contractor as directed by the Maine DOT. Prices when bid as new parts supplied and installed by Contractor shall include supplying the new guardrail components, removing damaged components, installing the new components and disposing of the damaged components. Prices when bid as new or used parts supplied by MaineDOT and installed by Contractor shall include supplying the labor and equipment to load guardrail components, removing damaged components, installing the new or used components and disposing of the damaged components.

** Indicate the regions in which the guardrail services are offered: **

- Region 1 (Southern Region)
- Region 2 (Mid-Coast Region)
- Region 3 (Western Region)
- Region 4 (Eastern Region)
- Region 5 (Northern Region)

CONTRACT AGREEMENT, OFFER & AWARD

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

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

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

A. The Work.

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

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

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

B. Time.

The Contractor agrees to provide Flagging Services, beginning after contract execution or March 31, 2010 whichever is latest and continuing until this contract expires on **March 31, 2011.**

C. Price.

The regions bid in the Schedule of Items of the Bid Package and Special Provision Section 103 Basis of Award will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

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

The Offeror also agrees to do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a basis as provided in the contract documents.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

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

Region 1

Region 2

Region 3

Region 4

Region 5

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael E. Burns, Acting 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 _____, 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 **GUARDRAIL SERVICES IN THE REGIONS BID** in Maine. The Work includes providing services at maintenance work zones and small construction projects as provided in the Contract, and other incidental work.

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

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

B. Time.

The Contractor agrees to provide Flagging Services, beginning after contract execution or March 31, 2010 whichever is latest and continuing until this contract expires on **March 31, 2011.**

C. Price.

The regions bid in the Schedule of Items of the Bid Package and Special Provision Section 103 Basis of Award will be used as the basis for determining the original Contract amount. The Department does not guarantee the use of any or all of the Contract amount. The Contract amount will be determined by the actual work authorized and performed at the prices bid.

D. Contract.

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

E. Certifications.

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

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

F. Offer.

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

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

The Offeror also agrees to do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Department, and to accept as full compensation the amount determined upon a basis as provided in the contract documents.

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

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

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

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

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

Region 1

Region 2

Region 3

Region 4

Region 5

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: Michael E. Burns, Acting 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 **CONTRACTOR ABC INC.**

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

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

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract for **GUARDRAIL SERVICES IN THE REGIONS 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, 2011.**

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: **GUARDRAIL 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.

(Date Here)	CONTRACTOR (Sign Here)
_____	_____
Date	(Signature of Legally Authorized Representative of the Contractor)
(Witness Sign Here)	(Print Name Here)
_____	_____
Witness	(Name and Title Printed)

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

Guardrail Services

- Region 1
- Region 2
- Region 3
- Region 4
- Region 5

The contract amount is _____.

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

MAINE DEPARTMENT OF TRANSPORTATION

_____	By: _____
Date	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) 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 ----- Guardrail Services for 2010

Location of Project -- Multiple Towns in Maine, Statewide

**2010 Fair Minimum Wage Rates
 Highway & Earthwork Statewide**

<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>	<u>Occupation Title</u>	<u>Minimum Wage</u>	<u>Minimum Benefit</u>	<u>Total</u>
Asphalt Raker	\$14.00	\$0.52	\$14.52	Ironworker - Structural	\$19.63	\$5.79	\$25.42
Backhoe Loader Operator	\$16.25	\$3.02	\$19.27	Laborers/Helper/Tender	\$11.90	\$0.88	\$12.78
Blaster	\$14.50	\$1.91	\$16.41	Laborer - Skilled	\$14.06	\$1.21	\$15.27
Boom Truck Operator	\$17.00	\$3.13	\$20.13	Loader Op, Front-End	\$16.00	\$2.83	\$18.83
Bulldozer Operator	\$18.00	\$3.00	\$21.00	Mechanic - Maintenance	\$17.40	\$2.39	\$19.79
Carpenter	\$18.00	\$2.03	\$20.03	Mechanic - Refrigeration	\$20.63	\$3.65	\$24.28
Carpenter - Rough	\$15.56	\$2.87	\$18.43	Millwright	\$22.00	\$6.18	\$28.18
Cement Mason/Finisher	\$17.00	\$1.30	\$18.30	Paver, Bituminous	\$17.75	\$1.64	\$19.39
Concrete Mixing Plant Op	\$17.80	\$6.18	\$23.98	Pipelayer	\$15.50	\$0.48	\$15.98
Concrete Pump Operator	\$19.63	\$3.54	\$23.17	Pump Installer	\$15.00	\$2.03	\$17.03
Crane Op =>15 Tons	\$20.75	\$5.39	\$26.14	Roller Operator, Earth	\$13.20	\$3.20	\$16.40
Crusher Plant Operator	\$15.55	\$3.08	\$18.63	Roller Op, Pavement	\$17.00	\$5.54	\$22.54
Driller, Rock	\$16.00	\$5.38	\$21.38	Screed Operator	\$18.50	\$4.96	\$23.46
Electrician, Licensed	\$22.15	\$5.93	\$28.08	Stone Mason	\$15.00	\$6.64	\$21.64
Excavator Operator	\$17.00	\$2.42	\$19.42	Tile Setter	\$20.00	\$3.36	\$23.36
Fence Setter	\$13.00	\$1.30	\$14.30	Truck Driver, Light	\$15.75	\$2.17	\$17.92
Flagger	\$13.50	\$2.63	\$16.13	Truck Driver, Medium	\$14.00	\$0.62	\$14.62
Grader/Scraper Operator	\$18.00	\$4.78	\$22.78	Truck Driver, Heavy	\$13.45	\$1.77	\$15.22
Hgway Wrkr/Guardrail Inst	\$15.52	\$0.96	\$16.48	Truck Driver, Tractor Trlr	\$13.55	\$1.91	\$15.46
Hot Top Plant Operator	\$18.53	\$8.73	\$27.26	Truck Driver, Mixer, Cemnt	\$12.73	\$0.94	\$13.67

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.

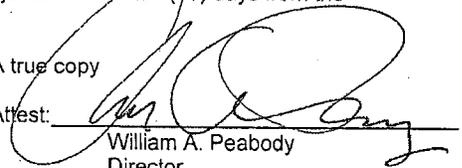
Welders are classified in the trade to which the welding is incidental.

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-013-2010
 Filing Date: February 3, 2010
 Expiration Date: 12-31-2010

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

BLS 424HI (R2010) (Highway & Earthwork Statewide)

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

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

SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
(Basis of Award)

Bids (quotes) are requested for all 5 Regions in the state. A Bidder is not required to bid all regions, and may bid on one or more region(s).

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

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

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

The accepted quantities will be paid for in accordance with special provisions.

Bid prices are being requested primarily for our 2010 summer construction and maintenance season, but will be valid through March 31, 2011.

By Region:

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

The second lowest bidder will receive a contract for 40% of the Region's estimated amount.

The remaining bidders will receive a contract for 20% of the Region's estimated amount.

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

Region 1 - \$ 100,000

Region 2 - \$ 250,000

Region 3 - \$60,000

Region 4 - \$ 250,000

Region 5 - \$ 50,000

**SPECIAL PROVISION
(MOBILIZATION)**

The contractor shall be paid for one calendar day of mobilization for each day they provide services to The Maine DOT for guardrail services where the work requires more than one day to complete **and** requires the crew to spend the night following that work day away from home. No travel time is to be paid with this item. All travel time will be paid for with the hourly mobilization item 659.12.

<u>Pay Item</u>	<u>Pay Unit</u>
659.11 Mobilization	Calendar Day

The contractor shall be paid for mobilization by the hour for time they travel to or from the project site to provide guardrail services to The Maine DOT. The contractor will be paid by the hour for the following:

1. Travel time between job sites if multiple sites exist.
2. Travel time required to pick up Maine DOT owned components.
3. Time it takes to travel to and from the work site. This time will be measured to and from the work site to the company's closest base of operations and/or the crew's overnight location.

The total amount of hours will be rounded off to the nearest ¼ hour. This may involve work at multiple sites within the specified area on the same day.

<u>Pay Item</u>	<u>Pay Unit</u>
659.12 Mobilization	Hour

NOTE: The contractor and the Department (Region Engineer or their designee) shall agree upon the type of Mobilization prior to the commencement of any work.

SPECIAL PROVISIONS

SPECIAL PROVISION SECTION 101 CONTRACT INTERPRETATION

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

“Responsive, responsible Bidders who meet the requirements and specifications of this proposal as determined by the Department. Each contract will obligate each approved bidder to perform Work pursuant to an Assignment at bid prices. The Department may not execute the Contract with Apparent Successful Bidder(s) if a) the Apparent 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.”

SPECIAL PROVISION SECTION 102 DELIVERY OF BIDS

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

102.6 Bid Guaranty Delete the entire section 102.6.

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

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

SPECIAL PROVISION SECTION 103 AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may

require an Apparent Successful Bidder to demonstrate to the Department's satisfaction that the Bidder is responsible and qualified to perform the Work."

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

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

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

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

103.5.1 Performance and Payment Bonds Delete the entire section 103.5.1.

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

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

SPECIAL PROVISION SECTION 105
GENERAL SCOPE OF WORK

The Contractor warrants and represents that it will comply with all governmental ordinances, laws and regulations including all applicable laws and regulations of OSHA. The Contractor shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

The Department will provide traffic control. The Department will provide soil erosion and water pollution control.

SPECIAL PROVISION SECTION 107
TIME

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

SPECIAL PROVISION SECTION 108
(Invoices and Payment)

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

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

Payments may be paid once every two weeks if, in the opinion of the Department, the amount of Work performed is sufficient to warrant such payment. The Department may request that the Contractor submit backup documentation. No such payment will be made if, in the judgment of the Department, the Work is not in accordance with the provisions of the Contract. The Contractor agrees to waive all claims related to the timing and amount of such payments.

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

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

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

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

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

SPECIAL PROVISION SECTION 109
CHANGES

109.1.2 Substantial Changes to Major Items Delete the entire section.

109.2 Elimination of Items Delete the entire section.

SPECIAL PROVISION SECTION 110
INDEMNIFICATION, BONDING AND INSURANCE

110.3 Insurance Delete the sections 110.3.1 through 110.3 and replace with the following:

The Contractor shall provide signed, valid, and enforceable certificate(s) of insurance complying with this Section. All insurance must be procured from insurance companies licensed or approved to do business in the State of Maine by the State of Maine, Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other actions necessary to keep required insurances in effect for the duration of the Contract obligations, excluding warranty obligations.

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

110.3.2 Commercial General Liability With respect to all operations performed by the Contractor and any Subcontractors, the Contractor and any Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the Aggregate. The coverage must include products, completed operations, and Contractual liability coverages, and Insurance Services Office (ISO) form #CG25031185 or equivalent. The Contractual liability insurance shall cover the Contractor's obligations to indemnify the Department as provided in this Contract including Section 110.1 - Indemnification. The Department shall be named as additional insured on the Commercial General Liability insurance policies carried by the Contractor that are applicable to the Work.

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

SPECIAL PROVISION SECTION 112
(Default and Termination)

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

- A. Fails to provide Labor or Equipment specified in the Assignment Letter or 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 as authorized in the Assignment Letter.

Failure by the Contractor to perform the Work when required with the Labor and Equipment specified in the Assignment Letter or to meet other contractual requirements will result in the following actions:

1st Incident: If the Contractor does not take corrective action within one hour upon receipt of verbal warning, the Department will issue a written warning.

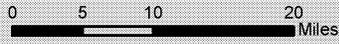
2nd Incident: The Department will issue a written warning and payment will not be paid for that day.

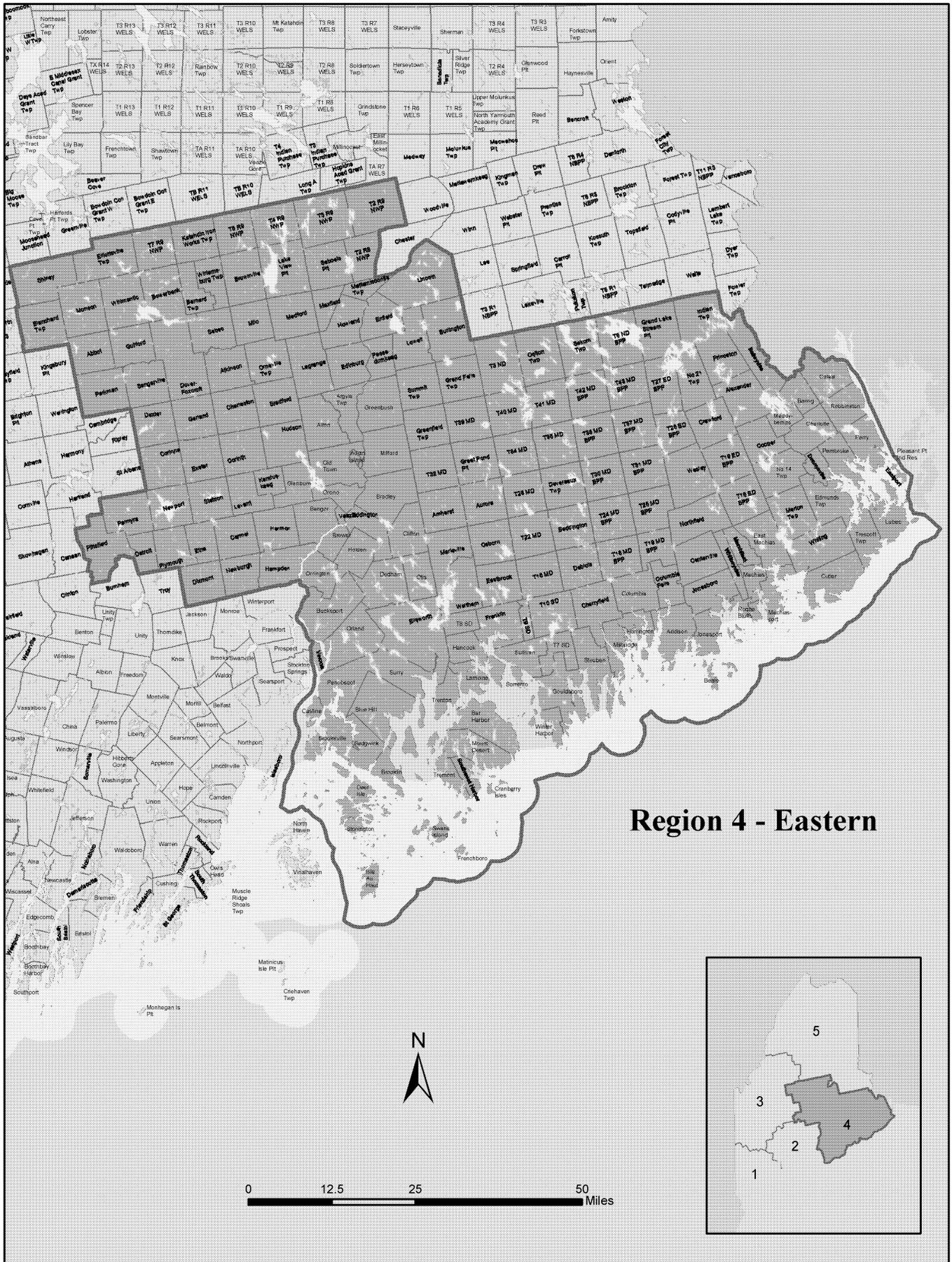
3rd Incident: the Department may give written Notice of Default to the Contractor and immediately terminate the Contract by written Notice of Termination.

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.

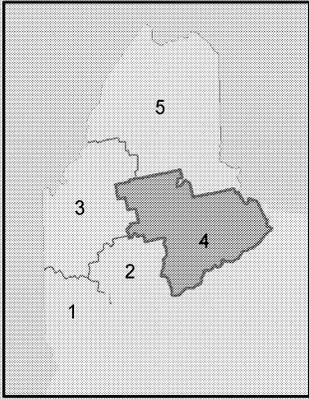
In this event, the Department may complete the work with its own forces or enter into an Assignment Letter with another entity for the Completion of the Work, or use such other methods as in the opinion of the Department are required for to complete the Work.

Region 3 - Western



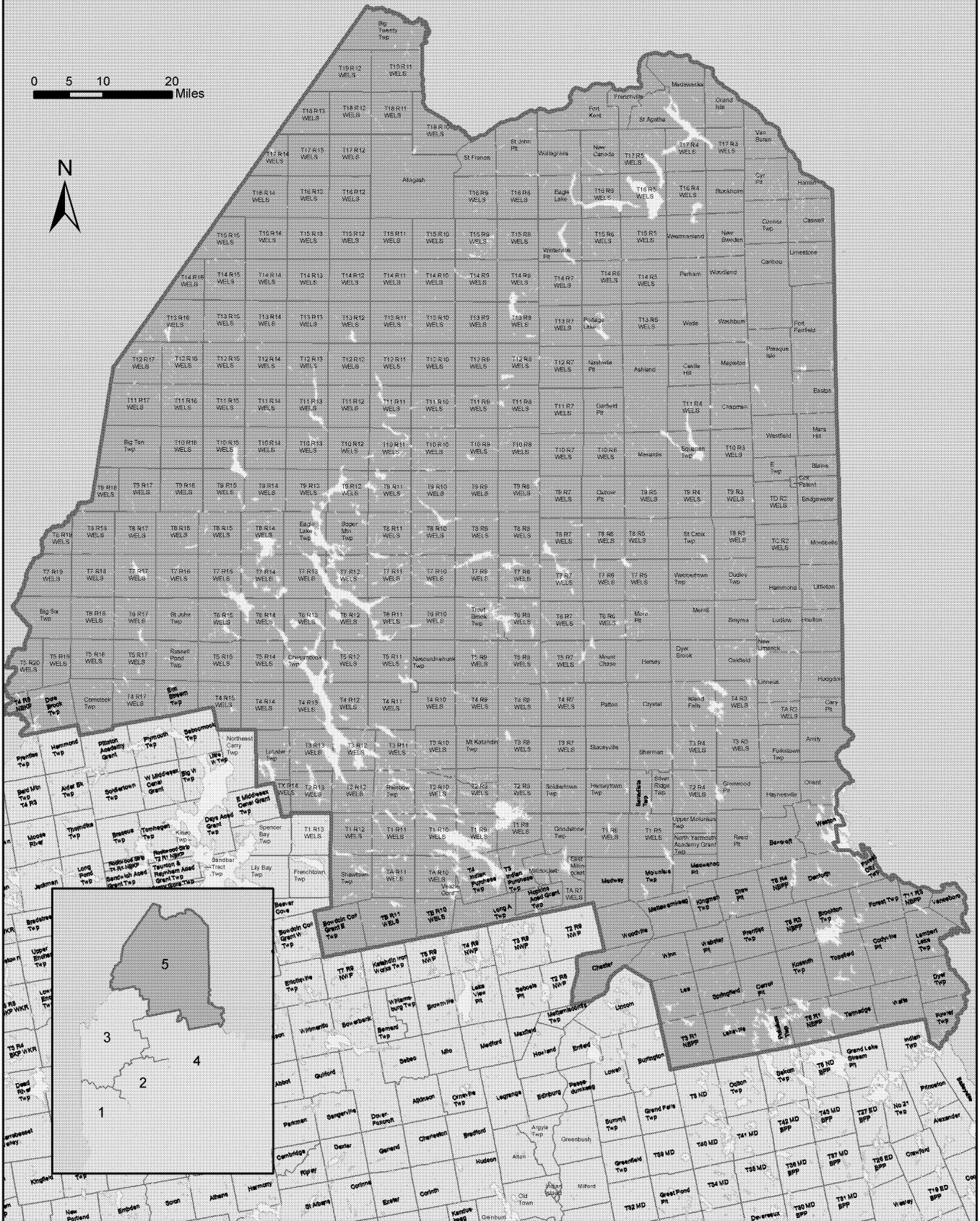


Region 4 - Eastern



Region 5 - Northern

0 5 10 20 Miles



SPECIAL PROVISION
SECTION 606
GUARDRAIL

606.01 Description This work shall consist of furnishing and installing guardrail components in accordance with these specifications and in reasonably close conformity with the lines and grades shown on the plans or as established. The types of guardrail are designated as follows:

Type 3-Galvanized steel "w" beam, wood posts or galvanized steel posts.

Type 3a-Galvanized steel "w" beam, wood posts, wood or composite offset blocks.

Type 3aa-Corrosion resistant steel "w" beam, wood posts, wood or composite offset blocks.

Type 3b-Galvanized steel "w" beam, galvanized steel posts, galvanized steel offset blocks.

Type 3c-Galvanized steel "w" beam, wood posts or galvanized steel posts, wood or composite offset blocks.

Type 3d-Galvanized steel "w" beam, galvanized steel posts, wood or composite offset blocks.

Thrie Beam-Galvanized steel thrie beam, wood posts or galvanized steel posts, wood or composite offset blocks.

Median barriers shall consist of two beams of the above types, mounted on single posts. Except for thrie beam, median barriers may include rub rails when called for.

Bridge mounted guardrail shall consist of furnishing all labor, materials, and equipment necessary to install guardrail as shown on the plans. This work shall also include drilling for and installation of offset blocks if specified, and incidental hardware necessary for satisfactory completion of the work.

Remove and Reset and Remove, Modify, and Reset guardrail shall consist of removing the existing designated guardrail and resetting in a new location as shown on the plans or directed by the Resident. Remove, Modify, and Reset guardrail and Modify guardrail include the following guardrail modifications: Removing plate washers at all posts, except at anchorage assemblies as noted on the Standard Details, Adding offset blocks, and other modifications as listed in the Construction Notes or General Notes. Modifications shall conform to the guardrail Standard Details.

Bridge Connection shall consist of the installation and attachment of beam guardrail to the existing bridge. This work shall consist of constructing a concrete end post or modifying an existing endpost as required, furnishing, and installing a terminal connector, necessary hardware, and incidentals required to complete the work as shown on the plans. Bridge Transition shall consist of a bridge connection and furnishing and installing guardrail components as shown in the Standard Details.

606.02 Materials Materials shall meet the requirements specified in the following Sections of Division 700 - Materials:

Timber Preservative	708.05
Metal Beam Rail	710.04
Guardrail Posts	710.07
Guardrail Hardware	710.08

Guardrail components shall meet the applicable standards of "A Guide to Standardized Highway Barrier Hardware" prepared and approved by the AASHTO-AGC-ARTBA Joint Cooperative Committee, Task Force 13 Report.

Posts for underdrain delineators shall be "U" channel steel, 2.44m [8 ft] long, 3.72 kg/m [2 ½ lb/ft] minimum and have 9.5 mm [3/8 in] round holes, 25 mm [1 in] center to center for a minimum distance of 610 mm [2 ft] from the top of the post.

Reflectorized Flexible Guardrail Markers shall be mounted on all guardrails. A marker shall be mounted onto guardrail posts at the flared end treatment's terminal and its tangent point, both at the leading and trailing ends of each run of guardrail. The marker's flexible posts shall be grey with either silver-white or yellow reflectors (to match the edge line striping) at the tangents, red at leading ends, and green at trailing ends. Whenever the end treatment is not flared, markers will only be required at the end treatment's terminal. These shall be red or green as appropriate. Markers shall be installed on the protected side of guardrail posts unless otherwise approved by the Resident. Reflectorized flexible guardrail markers shall be from the Maine DOT's Approved Product List of Guardrail Material. The marker shall be grey, flexible, durable, and of a non-discoloring material to which 75 mm [3 in] by 225 mm [9 in] reflectors shall be applied, and capable of recovering from repeated impacts. Reflective material shall meet the requirements of Section 719.01 for ASTM D 4956 Type III reflective sheeting. The marker shall be secured to the guardrail post with two fasteners, as shown in the Standard Details.

Reflectorized beam guardrail ("butterfly"-type) delineators shall be mounted on all "w"-beam guardrail. The delineators shall be mounted within the guardrail beam at guardrail posts. Delineators shall be fabricated from high-impact, ultraviolet & weather resistant thermoplastic. Reflectorized beam guardrail delineators shall be placed at approximately 20 m [62.5 ft] intervals or every tenth post on tangents and at approximately 10 m [31.25 ft] intervals or every fifth post on curves. Exact locations of the delineators shall be as directed by the Resident. On divided highways, the left hand delineators shall be yellow and the right hand delineators shall be silver/white. On two directional highways, the right hand side shall be silver/white and no reflectorized delineator used on the left. All reflectors shall have reflective sheeting applied to only one side of the delineator facing the direction of traffic as shown in the Standard Detail 606(07). Reflectorized sheeting for guardrail delineators shall meet the requirements of Section 719.01.

Single wood post shall be of cedar, white oak, or tamarack, well seasoned, straight, and sound and have been cut from live trees. The outer and inner bark shall be removed and all knots trimmed flush with the surface of the post. Posts shall be uniform taper and free of kinks and bends.

Single steel post shall conform to the requirements of Section 710.07 b.

Single steel pipe post shall be galvanized, seamless steel pipe conforming to the requirements of ASTM A120, Schedule No. 40, Standard Weight.

Acceptable multiple mailbox assemblies shall be listed on the Department's Approved Products List and shall be NCHRP 350 tested and approved.

The Guardrail 350 Flared Terminal shall be a terminal with a 1.2 m [4 ft] offset as shown in the Manufacturer's installation instructions.

Existing materials damaged or lost during adjusting, removing and resetting, or removing, modifying, and resetting, shall be replaced by the Contractor without additional compensation. Existing guardrail posts and guardrail beams found to be unfit for reuse shall be replaced when directed by the Resident.

606.03 Posts Posts for guardrail shall be set plumb in holes or they may be driven if suitable driving equipment is used to prevent battering and distorting the post. Damage to lighting and signal conduit and conductors shall be repaired by the Contractor.

When set in holes, posts shall be on a stable foundation and the space around the posts, backfilled in layers with suitable material, thoroughly tamped.

The reflectorized flexible guardrail markers shall be set plumb with the reflective surface facing the oncoming traffic. Markers shall be installed on the protected side of guardrail posts. Markers, which become bent or otherwise damaged, shall be removed and replaced with new markers.

Single wood posts shall be set plumb in holes and backfilled in layers with suitable material, thoroughly tamped. The Resident will designate the elevation and shape of the top. The posts, that are not pressure treated, shall be painted two coats of good quality oil base exterior house paint.

Single steel posts shall be set plumb in holes as specified for single wood posts or they may be driven if suitable driving equipment is used to prevent battering and distorting the post.

Additional bolt holes required in existing posts shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.04 Rails Brackets and fittings shall be placed and fastened as shown on the plans. Rail beams shall be erected and aligned to provide a smooth, continuous barrier. Beams shall be lapped with the exposed end away from approaching traffic.

End assemblies shall be installed as shown on the plans and shall be securely attached to the rail section and end post.

All bolts shall be of sufficient length to extend beyond the nuts but not more than 13 mm [$\frac{1}{2}$ in]. Nuts shall be drawn tight.

Additional bolt holes required in existing beams shall be drilled or punched, but the size of the holes shall not exceed the dimensions given in the Standard Details. Metal around the holes shall be

thoroughly cleaned and painted with two coats of approved aluminum rust resistant paint. Holes shall not be burned.

606.045 Offset Blocks The same offset block material is to be provided for the entire project unless otherwise specified.

606.06 Mail Box Post Single wood post shall be installed at the designated location for the support of the mailbox. The multiple mailbox assemblies shall be installed at the designated location in accordance with the Standard Details and as recommended by the Manufacturer. Attachment of the mailbox to the post will be the responsibility of the home or business owner.

606.07 Abraded Surfaces All galvanized surfaces of new guardrail and posts, which have been abraded so that the base metal is exposed, and the threaded portions of all fittings and fasteners and cut ends of bolts shall be cleaned and painted with two coats of approved rust resistant paint.

606.08 Method of Measurement Guardrail will be measured by the meter [linear foot] from center to center of end posts along the gradient of the rail except where end connections are made to masonry or steel structures, in which case measurement will be as shown on the plans.

Terminal section, low volume end, NCHRP 350 end treatments, reflectorized flexible guardrail marker, terminal end, bridge transition, bridge connection, multiple mailbox post, and single post will be measured by each unit of the kind specified and installed.

Excavation in solid rock for placement of posts will be measured by the cubic meter [cubic yard] determined from the actual depth of the hole and a hypothetical circle diameter of 600 mm [2 ft].

606.09 Basis of Payment The accepted quantities of guardrail will be paid for at the contract unit price per meter [linear foot] for the type specified, complete in place. Reflectorized beam guardrail ("butterfly"-type) delineators will not be paid for directly, but will be considered incidental to guardrail items. Terminal section, buffer end, NCHRP 350 end treatment, bridge connection, single post and reflectorized flexible guardrail markers will be paid for at the contract unit price each for the kind specified complete in place.

NCHRP 350 end treatments and low volume guardrail ends will be paid for at the contract price each, complete in place which price shall be full payment for furnishing and installing all components including the terminal section, posts, offset blocks, "w" beam, cable foundation posts, plates and for all incidentals necessary to complete the installation within the limits as shown on the Standard Details or the Manufacturer's installation instructions. Each end treatment will be clearly marked with the manufacturers name and model number to facilitate any future needed repair. Such payment shall also be full compensation for furnishing all material, excavating, backfilling holes, assembling, and all incidentals necessary to complete the work, except that for excavation for posts or anchorages in solid ledge rock, payment will be made under Pay Item 206.07. Type III Retroreflective Adhesive Sheeting shall be applied to the approach buffer end sections and sized to substantially cover the end section. On all roadways, the ends shall be marked with alternating black and retroreflective yellow stripes. The stripes shall be 75 mm [3 in] wide and sloped down at an angle of 45 degrees toward the side on which

traffic is to pass the end section. Guardrail 350 flared terminal shall also include a set of installation drawings supplied to the Resident.

Anchorage to bridge end posts will be part of the bridge work. Connections thereto will be considered included in the unit bid price for guardrail.

Guardrail to be placed on a radius of curvature of 45 m [150 ft] or less will be paid for under the designated radius pay item for the type guardrail being placed.

Adjust guardrail will be paid for at the contract unit price per meter and will be full compensation for adjusting to grade. Payment shall also include adjusting terminal end treatments where required.

Modify guardrail will be paid for at the contract unit price per meter and will be full compensation for furnishing and installing offset blocks, additional posts, and other specified modifications; removing, modifying, installing, and adjusting to grade existing posts and beams; removing plate washers and backup plates, and all incidentals necessary to complete the work. Payment shall also include removing and resetting terminal ends where required.

Remove and Reset guardrail will be paid for at the contract unit price per meter and will be full compensation for removing, transporting, storing, reassembling all parts, necessary cutting, furnishing new parts when necessary, reinstalling at the new location, and all other incidentals necessary to complete the work. Payment shall also include removing and resetting terminal ends when required. No payment will be made for guardrail removed, but not reset and all costs for such removal shall be considered incidental to the various contract pay items.

Remove, Modify, and Reset guardrail will be paid for at the contract unit price per meter and will be full compensation for the requirements listed in Modify guardrail and Remove and Reset guardrail.

Bridge Connections will be paid for at the contract unit price each. Payment shall include, attaching the connection to the endpost including furnishing and placing concrete and reinforcing steel necessary to construct new endposts if required, furnishing and installing the terminal connector, and all miscellaneous hardware, labor, equipment, and incidentals necessary to complete the work.

Bridge Transitions will be paid for at the contract unit price each. Payment shall include furnishing and installing the thrie beam or “w”-beam terminal connector, doubled beam section, and transition section, where called for, posts, hardware, precast concrete transition curb, and any other necessary materials and labor, including the bridge connection as stated in the previous paragraph.

Payment will be made under:

	<u>Pay Item</u>	<u>Pay Unit</u>
606.15	Guardrail Type 3a-Single Rail	meter [Linear Foot]
606.151	Guardrail Type 3aa-Single Rail	meter [Linear Foot]

606.17	Guardrail Type 3b-Single Rail	meter [Linear Foot]
606.1721	Bridge Transition - Type I	Each
606.1722	Bridge Transition - Type II	Each
606.1731	Bridge Connection - Type I	Each
606.1732	Bridge Connection - Type II	Each
606.178	Guardrail Beam	meter [Linear foot]
606.18	Guardrail Type 3b - Double Rail	meter [Linear foot]
606.19	Guardrail Type 3a - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.191	Guardrail Type 3aa - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.20	Guardrail Type 3a - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.201	Guardrail Type 3aa - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.21	Guardrail Type 3b - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.22	Guardrail Type 3b - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.23	Guardrail Type 3c - Single Rail	meter [Linear Foot]
606.2301	Guardrail Type 3c - Double Rail	meter [Linear Foot]
606.231	Guardrail Type 3c - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.232	Guardrail Type 3c - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.24	Guardrail Type 3d - Single Rail	meter [Linear Foot]
606.2401	Guardrail Type 3d - Double Rail	meter [Linear Foot]
606.241	Guardrail Type 3d - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.242	Guardrail Type 3d - over 4.5 m [15 feet] radius	meter [Linear Foot]
606.25	Terminal Connector	Each
606.257	Terminal Connector - Thrie Beam	Each
606.265	Terminal End-Single Rail - Galvanized Steel	Each
606.266	Terminal End-Single Rail - Corrosion Resistant Steel	Each
606.275	Terminal End-Double Rail - Galvanized Steel	Each
606.276	Terminal End-Double Rail - Corrosion Resistant Steel	Each
606.353	Reflectorized Flexible Guardrail Marker	Each
606.354	Remove and Reset Reflectorized Flexible Guardrail Marker	Each
606.356	Underdrain Delineator Post	Each
606.358	Guardrail, Modify, Type 3b to 3c	meter [Linear Foot]
606.3581	Guardrail, Modify Existing to Type 3d	meter [Linear Foot]
606.362	Guardrail, Adjust	meter [Linear Foot]
606.365	Guardrail, Remove, Modify, and Reset, Type 3b to 3c	meter [Linear Foot]
606.3651	Guardrail, Remove, Modify, and Reset Existing to Type 3d	meter [Linear Foot]
606.366	Guardrail, Removed and Reset, Type 3c	meter [Linear Foot]
606.367	Replace Unusable Existing Guardrail Posts	Each
606.47	Single Wood Post	Each
606.48	Single Galvanized Steel Post	Each
606.50	Single Steel Pipe Post	Each
606.51	Multiple Mailbox Support	Each
606.55	Guardrail Type 3 - Single Rail	meter [Linear Foot]
606.551	Guardrail Type 3 - Single Rail with Rub Rail	meter [Linear Foot]
606.56	Guardrail Type 3 - Double Rail	meter [Linear Foot]
606.561	Guardrail Type 3 - Double Rail with Rub Rail	meter [Linear Foot]

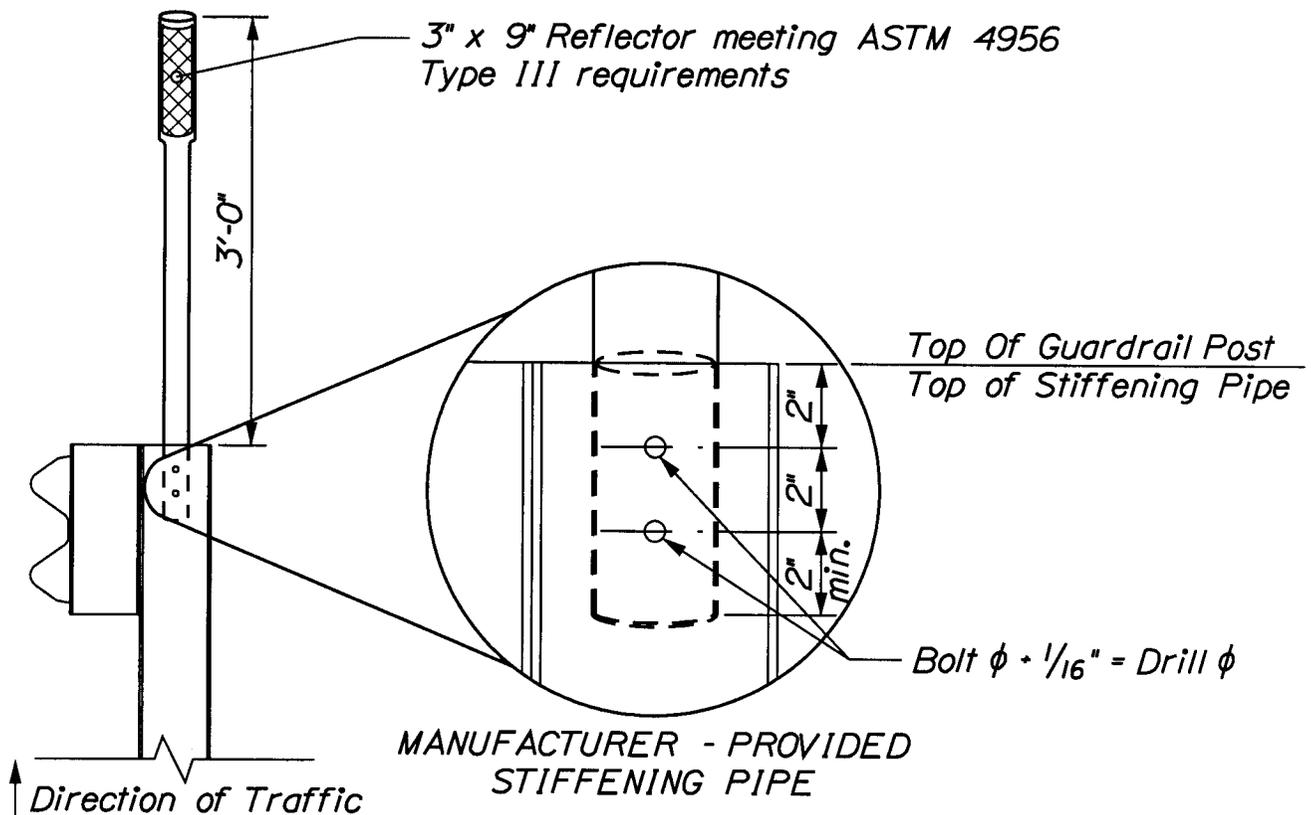
606.568	Guardrail, Modify Type 3c -Double Rail	meter [Linear Foot]
606.59	Guardrail Type 3 - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.60	Guardrail Type 3 - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.63	Thrie Beam Rail Beam	meter [Linear Foot]
606.64	Guardrail Thrie Beam - Double Rail	meter [Linear Foot]
606.65	Guardrail Thrie Beam - Single Rail	meter [Linear Foot]
606.66	Terminal End Thrie Beam	Each
606.70	Transition Section - Thrie Beam	Each
606.71	Guardrail Thrie Beam - 4.5 m [15 ft] radius and less	meter [Linear Foot]
606.72	Guardrail Thrie Beam - over 4.5 m [15 ft] radius	meter [Linear Foot]
606.73	Guardrail Thrie Beam - Single Rail Bridge Mounted	meter [Linear Foot]
606.74	Guardrail Type 3 - Single Rail Bridge Mounted	meter [Linear Foot]
606.753	Widen Shoulder for Low Volume Guardrail End - Type 3	Each
606.754	Widen Shoulder for Guardrail 350 Flared Terminal	Each
606.78	Low Volume Guardrail End - Type 3	Each
606.79	Guardrail 350 Flared Terminal	Each

RE: Special Provision January 22, 2007

1. Reflectorized Flexible Guardrail Markers shall be from Maine DOT's Approved Product List of Guardrail Material.

2. Installation:

- a. Each bolt-hole diameter shall be the bolt diameter + $\frac{1}{16}$ ".
- b. Wood post attachment - attach marker with 2, $\frac{5}{16}$ " diameter zinc-coated lag bolts, having 2" of embedment into wood post.
- c. Steel post attachment - attach marker with 2, $\frac{1}{4}$ " diameter zinc-coated bolt, washer and nut assemblies, having $\frac{1}{2}$ " of bolt extension behind steel post.
- d. When provided by the marker manufacturer, a stiffening pipe shall be inserted into the base of the marker prior to drilling bolt holes and shall remain in-place.



REFLECTORIZED FLEXIBLE GUARDRAIL MARKER DETAILS

606(34)

