

**STATEWIDE
DRILLING & BLASTING SERVICES**

Updated 10/18/2007

Maintenance & Operations

STATE PROJECT

BIDDING INSTRUCTIONS

1. Complete the bid forms with pen and ink.
2. The following are to be completed and returned with the bid:
 - a. A copy of the Notice to Contractors
 - b. A signed and dated copy of SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS
 - c. A completed schedule of Items
 - d. Two (2) copies of the completed and signed Contract Offer, Agreement, & Award form
 - e. The completed Contractor Information Sheet
3. For security and other reasons, all Bid Packages which are mailed to Maine Department of Transportation, 16 State House Station, Augusta, Maine 04330-0016, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

Title:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

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

Double Envelope: Bid Enclosed

Title:

Town:

Date of Bid Opening:

Name of Contractor:

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

Bid Enclosed: Do Not Open

Title:

Town:

Name of Contractor:

4. If a paper Bid is to be 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.

January 30, 2004
Supercedes February 11, 2003

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 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> .

**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 **Drilling & Blasting 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 **April 30, 2008**, and at that time and place publicly opened and read.

Description: Drilling and Blasting Services for MaineDOT.

Location: Statewide

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

Bids (quotes) are requested for the five Regions in the state. Maps are included that display the Regions.

The intent of this proposal is to receive numerous bids for Drilling & Blasting 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 2008 summer construction and maintenance season, but will be valid through March 31, 2009.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at http://www.maine.gov/mdot/contractor-consultant-information/contractor_cons.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 Bond 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 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.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
April 9, 2008



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)

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 **DRILLING AND BLASTING SERVICES STATEWIDE**. 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, 2009**.

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: **DRILLING & BLASTING 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)

Drilling and Blasting 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

_____ 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 **DRILLING AND BLASTING SERVICES STATEWIDE**. 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, 2009**.

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: **DRILLING & BLASTING 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)

Drilling and Blasting 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

_____ 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

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 **DRILLING AND BLASTING SERVICES STATEWIDE**. 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, 2009**.

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: **DRILLING & BLASTING 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)

Drilling and Blasting Services

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

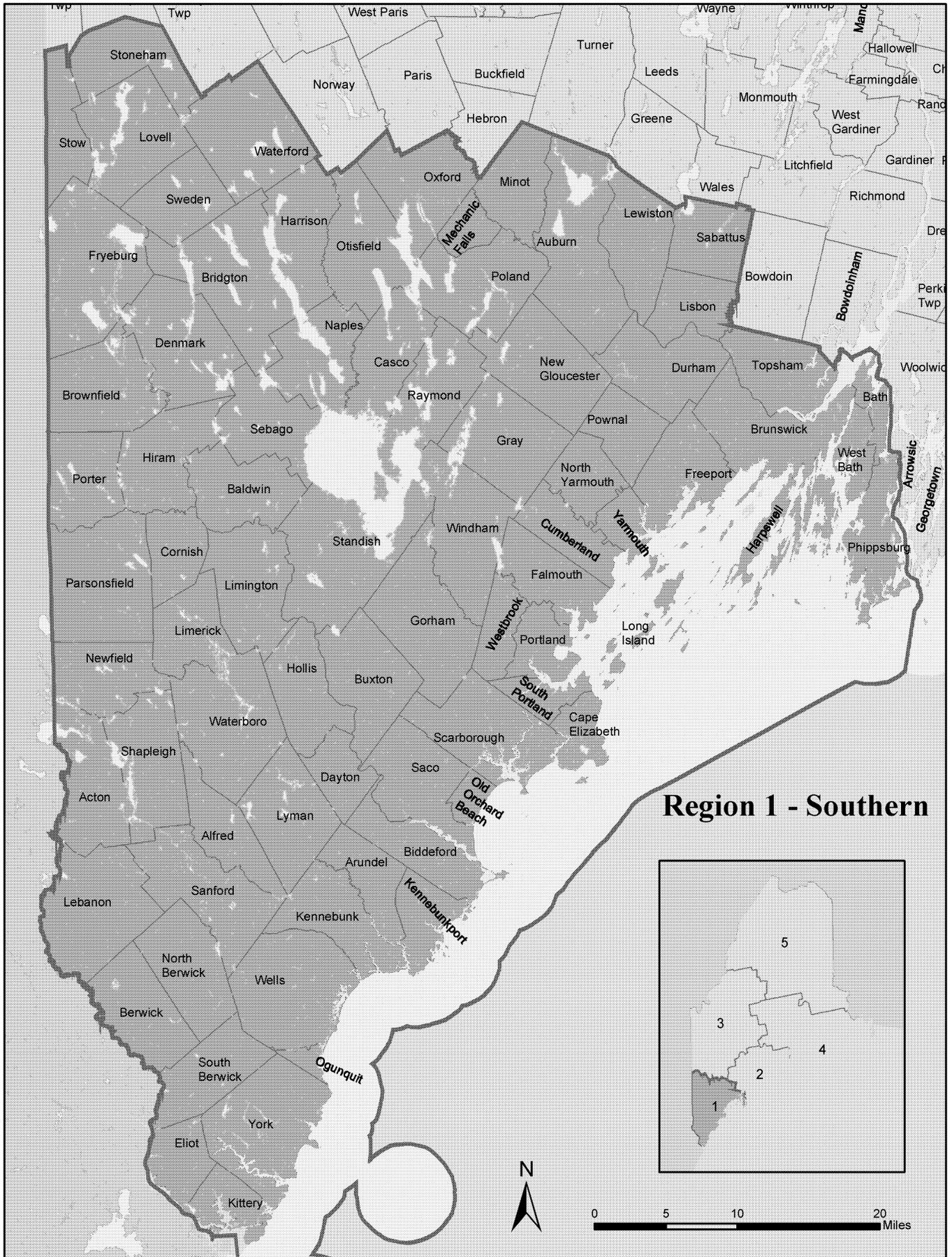
The contract amount is _____.

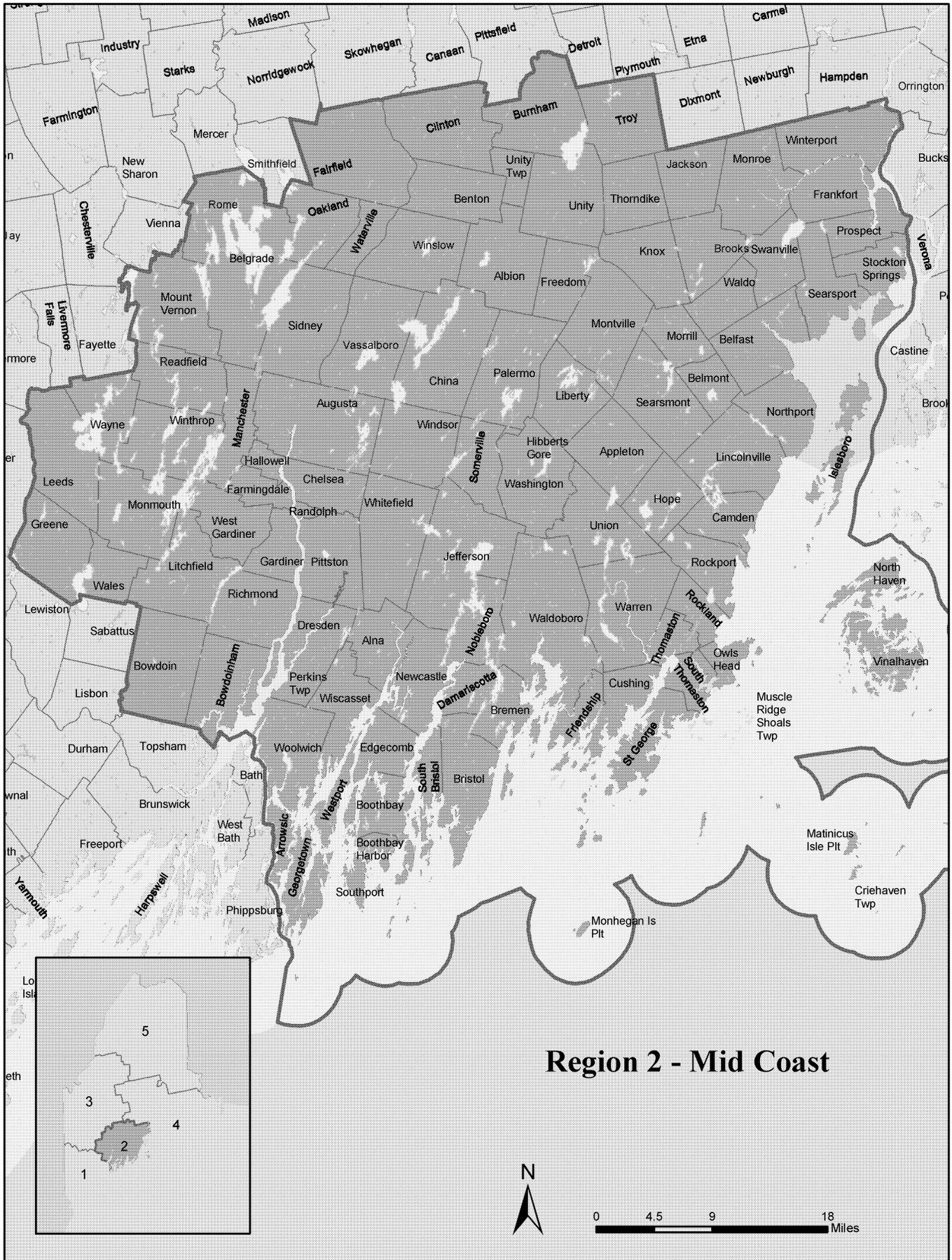
This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

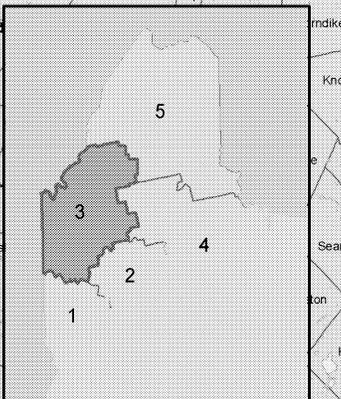
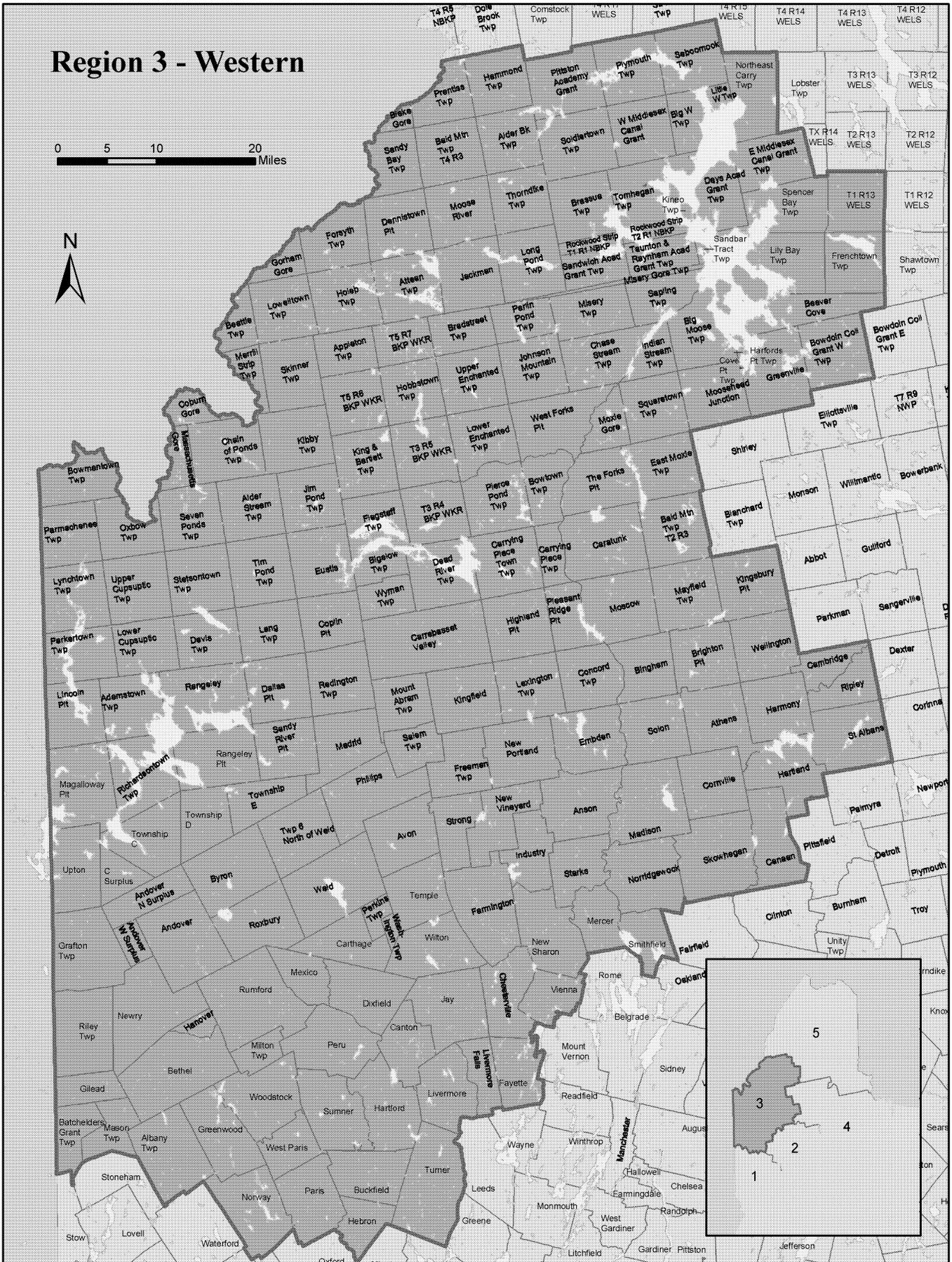
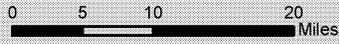
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Date	By: Michael E. Burns, Assistant Director Bureau of Maintenance and Operations

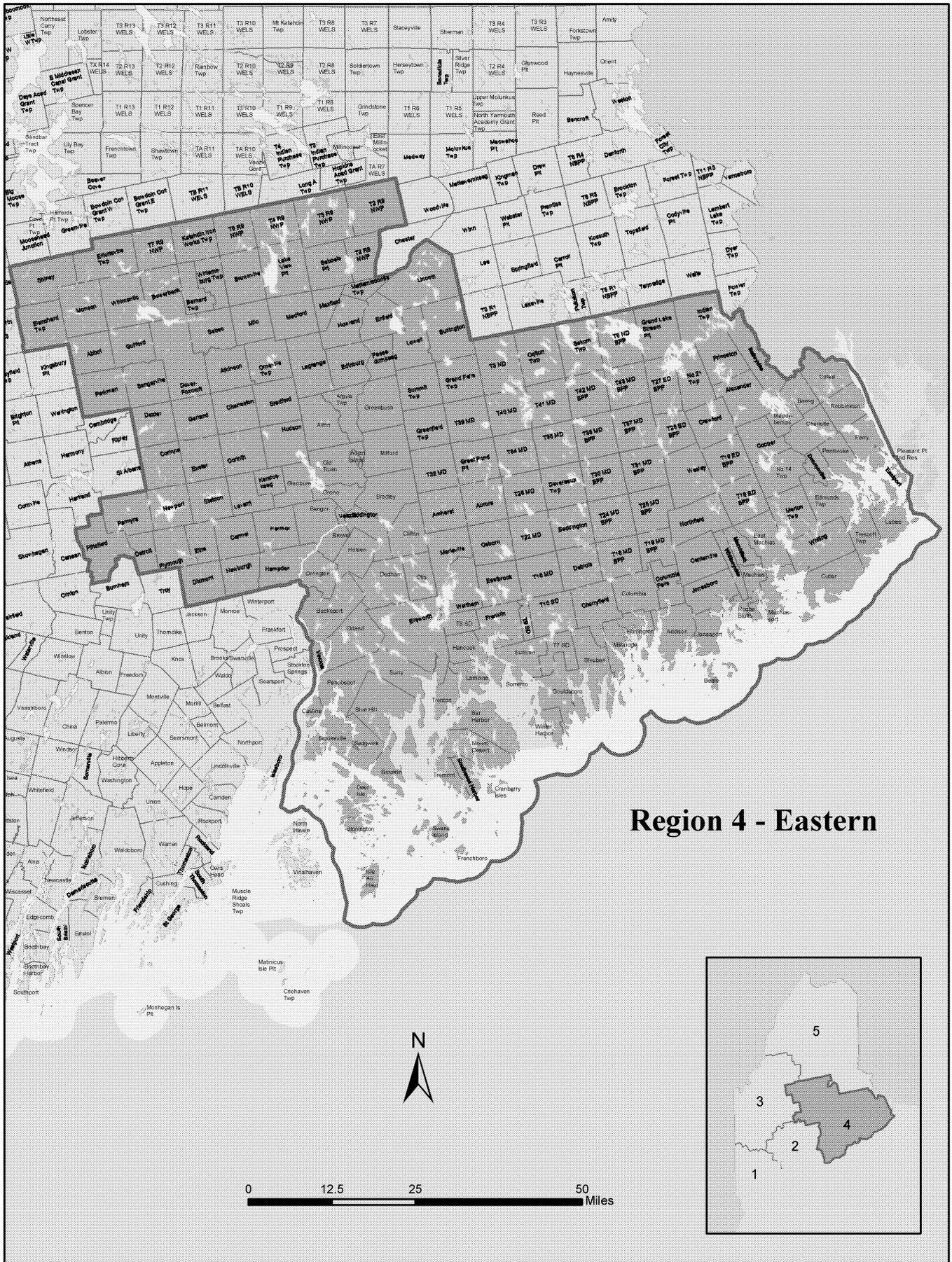
Witness	





Region 3 - Western





Region 4 - Eastern

SPECIAL PROVISION
SECTION 103
AWARD AND CONTRACTING
Basis of Award

Drilling and blasting services are used by the Department at maintenance work zones and small construction projects to assist state crews. Bids (quotes) are requested for 5 Regions in the state. Maps are included that display the Regions.

The intent of this proposal is to receive numerous bids for drilling and blasting services. Contracts with multiple Contractors per Region will be entered into for drilling and blasting services. When drilling and blasting services 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 lowest Contractor that meets the above requirements will be contacted.

A Bidder may bid on one or more Region(s).

Bid prices are being requested primarily for our 2008 summer construction and maintenance season, but will be valid through March 31, 2009.

Although this does not guarantee any work, the following contract amounts will be awarded to all successful bidders for a region.

Region 1 - \$80,000
Region 2 - \$10,000
Region 3 - \$50,000
Region 4 - \$20,000
Region 5 - \$20,000

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 ----- Small Quantity Drilling & Blasting Services for 2008

Location of Project -- Multiple Towns in Maine, Statewide

**2008 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	\$13.00	\$0.37	\$13.37	Hot Top Plant Operator	\$17.85	\$7.02	\$24.87
Backhoe Loader Operator	\$15.00	\$1.96	\$16.96	Ironworker - Reinforcing	\$17.88	\$2.97	\$20.85
Blaster	\$17.60	\$3.92	\$21.52	Ironworker - Structural	\$20.15	\$4.96	\$25.11
Boom Truck Operator	\$18.50	\$3.49	\$21.99	Laborers/Helper/Tender	\$11.00	\$1.28	\$12.28
Bulldozer Operator	\$16.25	\$2.82	\$19.07	Laborer - Skilled	\$13.40	\$1.71	\$15.11
Cable Splicer	\$20.65	\$3.88	\$24.53	Loader Op, Front-End	\$15.00	\$2.38	\$17.38
Carpenter	\$17.00	\$1.81	\$18.81	Mechanic - Maintenance	\$16.50	\$3.67	\$20.17
Carpenter - Rough	\$14.75	\$1.50	\$16.25	Millwright	\$22.00	\$6.18	\$28.18
Cement Mason/Finisher	\$13.00	\$0.64	\$13.64	Painter	\$13.50	\$0.48	\$13.98
Concrete Mixing Plant Op	\$15.85	\$6.78	\$22.63	Paver, Bituminous	\$15.55	\$1.65	\$17.20
Concrete Pump Operator	\$18.50	\$2.85	\$21.35	Pipe/Steam/Sprinkler Fitter	\$19.55	\$4.14	\$23.69
Crane Op =>15 Tons	\$20.00	\$4.68	\$24.68	Pipelayer	\$13.00	\$2.83	\$15.83
Crusher Plant Operator	\$14.50	\$2.24	\$16.74	Roller Operator, Earth	\$13.40	\$4.08	\$17.48
Driller, Rock	\$17.00	\$4.45	\$21.45	Roller Op, Pavement	\$15.90	\$5.40	\$21.30
Electrician, Licensed	\$21.00	\$5.39	\$26.39	Screed Operator	\$17.75	\$5.72	\$23.47
Electrician Hlpr (Licensed)	\$15.00	\$2.44	\$17.44	Stone Mason	\$16.00	\$2.26	\$18.26
Excavator Operator	\$17.00	\$2.48	\$19.48	Truck Driver, Light	\$13.25	\$1.77	\$15.02
Fence Setter	\$12.00	\$1.55	\$13.55	Truck Driver, Medium	\$13.36	\$4.07	\$17.43
Flagger	\$12.50	\$1.50	\$14.00	Truck Driver, Heavy	\$12.63	\$1.22	\$13.85
Grader/Scraper Operator	\$17.58	\$2.61	\$20.19	Truck Driver, Tractor Trlr	\$13.75	\$3.26	\$17.01
Hgway Wrkr/Guardrail Inst	\$14.10	\$1.55	\$15.65	Truck Driver, Mixer, Cemnt	\$11.00	\$3.05	\$14.05

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.

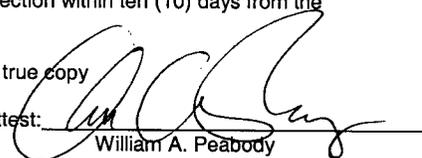
Welders are classified in the trade to which the welding is incidental.

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-058-2008
 Filing Date: March 19, 2008
 Expiration Date: 12-31-2008

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

BLS 424HI (R2008) (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

Drilling and Blasting

This work consists of providing all equipment, materials, and personnel to drill and blast ledge and rock as directed. The equipment shall be of sufficient size and in good operating condition. The work shall include all activities required to break ledge into manageable sizes able to be excavated by the excavator on site, including transportation of equipment, materials and personnel to and from the work site. This may involve work at multiple sites within a specified area on the same day. Moving blasting mats, removing the blasted rock, erosion control, and traffic control will be the responsibility of the Department. The Department will cover material when mutually agreed upon.

Method of Measurement Drilling equipment will be measured by the hour to the nearest ¼ hour. The time spent moving to and from the site and servicing will not be measured for payment. The time measured for drilling equipment will be the time engaged in productive work, as documented by a daily time sheet or card signed by both the Department's and the Contractor's representative on the job. Supervision required for the successful performance of hourly work will be considered incidental to the contract.

Blasting and Loading Equipment including Operator (and helper if applicable) will be measured by the hour to the nearest ¼ hour. The time measured for blasting and loading equipment including operator (and helper if applicable) will be the productive time spent at the job site, and will be as documented by a daily time sheet or card signed by both the Department's and the Contractor's representative on the job.

Pre-blast structure survey will be paid per each structure.

Mobilization will be measured by the hour to the nearest ¼ hour. The contractor will be paid hourly for mobilization once for each location they provide services to the MaineDOT. The contractor will be paid by the hour for the time it takes to travel to and from the work site. The hours will be measured from the company's closest base of operations to the project site.

The quantity measured for other equipment and materials will be the units used in productive work, as documented by a daily time sheet or card signed by both the Department's and the Contractor's representative on the job.

Basis of Payment The accepted quantities of drilling equipment will be paid for at the contract unit price per hour for each type of equipment used. Payment will include operators, fuel, grease, oil, and other incidentals necessary to operate the equipment. The accepted quantities of Blasting and Loading Equipment including Operator (and helper if applicable) will be paid for at the contract unit price per hour for each. Payment will

include operators, fuel, grease, oil, and other incidentals necessary to operate the equipment. No separate payment will be made to direct work done under these items. Payment for will be based on experienced operators, familiar with the work being performed. Operators, determined to be below normal acceptable standards of production or workmanship, will be paid for at reduced hours as determined by the Department.

The accepted quantity of Pre-blast Survey will be paid once per each structure actually surveyed for pre and/or post blasting condition.

Mobilization will be paid once for each job location authorized by Assignment Letter.

The accepted quantities of other equipment and materials will be paid for at the contract unit price for each type of equipment or material used.

Quantities shown in the bid documents are estimates only to be used for the preparation and comparison of Bids. They may be increased or decreased. The Department will not increase or decrease the Unit Price if the quantities vary from the estimated quantities.

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 102
DELIVERY OF BIDS

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

A Bid Guaranty is not required.

Performance and Payment Bonds are not required.

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.”

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.

Contractor's Safety Program A copy of the Contractor's Safety Plan will be provided to the Department's Contracts Section prior to Contract award. The Contractor shall designate which portions such submissions it considers confidential business information. If such program is revised during the Contract Time, the Contractor shall provide the updated program to the Department. The Contractor shall comply with its safety program and this Section 105.2 - Health and Safety. The Contractor shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless the Department from all claims and damages arising from such non-compliance.

The Department will provide traffic control.

The Department will provide soil erosion and water pollution control.

Use of Explosives

A. Standards When using explosives, the Contractor shall use the utmost care to protect life and property. Explosives must be transported, stored, and used in compliance with this Contract, in compliance with all applicable federal, State, and local laws, rules and regulations, and in accordance with all applicable provisions of the latest version of the Blasters' Handbook published by the International Society of Explosives Engineers (ISEE) of Cleveland, Ohio. In any case, the Contractor shall comply with the recommendations contained in Chapter 13 - "Blasting Safety" of said Blasters' Handbook, unless a qualified person conducting the blasting operations for the Contractor certifies to the Department in writing that certain provisions of said Chapter 13 are not necessary to protect life and property.

B. Blasting Zone - Signage and Flaggers The Contractor shall define a blasting zone. When using electric detonators, the blasting zone must allow safe distances from radio transmitters based upon their power output frequency. The blasting zone must include all areas within which people could be injured or property could be damaged by the blast. The Contractor shall mark Highways conspicuously at the perimeter of the blasting zone with signs in accordance with MUTCD. If applicable, the Contractor shall place signage along railroads and appropriate notice shall be provided to marine traffic.

C. Other Requirements The Contractor shall provide to the Department (1) a pre-blast survey, (2) a blasting plan and procedure including shot-size composition, frequency, and special problems, (3) seismography readings prior to and during the blast, (4) blasting logs, and (5) general liability insurance coverage covering use of explosives in accordance with Section 110.3.2 - Commercial General Liability. Immediately after the blast, the Contractor shall remove any debris that is obstructing Highway, pedestrian, railroad, or marine traffic flow. For related provisions, see Sections 104.4.6(C)(8) - Blasting Notice, 104.3.11 - Responsibility for Property of Others, and 110.1 - Indemnification.

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.

Blasting company's name **BLASTING SAFETY PLAN**
Company's address

ATF License No. _____

Transport No. _____

Permit to Store No. _____

Maine Department of Public Safety Permit No. _____

Company's name under the directions of Blaster **blasters name** along with the following crew **list crew names** will be performing blasting operations at the **project name** job site the location which is **give accurate description to jobsite location**. Blasting operations are expected to begin on **start date** and be completed by **end date**.

The following types of dynamite will be used **list all types and estimate quantities also attach Material Safety Data Sheets**. The detonator devices to be used will be **list types**.

Company's name will transport all explosives and detonators in permitted trucks with approved and licenses magazine mounted in the trucks. The trucks will be placarded and secured by padlocked and never be left unattended while on the job site.

Minimal acceptable weather conditions include, but are not limited to, excessive heat, cold, rain, snow or atmospheric electrical activity at the discretion of the blaster. To insure against stray radio frequency and electrical currents the appropriate signage will be used in accordance with NFPA 495, 2006 Edition.

Please provide a brief description on how the following will be handled

Handling explosive charges:

Setting explosive charges:

Wiring explosive charges:

Firing explosive charges:

All personnel on the blast site shall wear the proper protective equipment to include hard hats, hearing and eye protection, class 2 safety vests, long pants and steel toed foot wear.

All workers on the job site that are not working with **company's name** must stay back a minimum of 50' during drilling and loading operations and a minimum of 500' or further if directed by the blaster during a blast. There is no smoking or open flames within 50 feet of the holes or magazine truck. Maine DOT will provide flaggers for the control of traffic to insure the blasting operations will not interfered with. Warning for the workers and the traffic control people will be a series of an air horn. They are as follows; three blast mean the blast will follow in five minutes, two blast means the blasts will follow in one minute, one blast means 'all clear' it is safe to return to work.

:

Provide a brief on how Procedures for handling misfires or other unusual occurrences:

Emergency action plan:

In the event of a personal injury accident 911 will be called to activate the EMS system along with all appropriate responders. First aid will be administered as applicable.

Phone numbers:

Ambulance _____
Fire department _____
Police _____

Location and phone number of nearest medical services facility: _____

Actions to be taken when a person is injured:

Note: This would not be acceptable if working around railroads