CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

CONTRACT, NOTICE AND SPECIFICATIONS

for

ANDERSON STREET
NEIGHBORHOOD BYWAY PROJECT
PHASE 2 OF 2

Contract 2 of 3 - CDBG IMPROVEMENTS

Bid Number: 1516

Dated: September 21, 2015

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NOTICE TO CONTRACTORS

Bid No. 1516

CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT
PHASE 2 OF 2 – Contract 2 of 3
CDBG IMPROVEMENTS

Sealed bids for the above project, addressed to Purchasing office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received until 3:00 PM on **Thursday, October 15, 2015**, at which time they will be publicly opened and read.

PROJECT NAME: ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT – PHASE 2 OF 2

LOCATION: Located on the following streets:

- Plowman Street, beginning approximately 75 feet to the west of the intersection of the right turn (westerly) ramp of the Tukey Street Connector, for approximately 150 linear feet to the intersection of the Tukey Street Connector ramp terminus at Anderson Street.
- Anderson Street for approximately 1728 linear feet to the south to the terminus of Phase 1 for sidewalk and storm drain improvements.
- Cove Street for approximately 175 linear feet to the west to the extent of new storm drain improvements.

Copies of the above documents will be available at the Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, ME 04101, upon payment in advance of $200.00 for each set of plans and specifications or $230.00 for each set of plans and specifications to be mailed. . Each prospective bidder will be required to obtain from the City each copy of the proposal form and each set of plans; e-mail jrl@portlandmaine.gov, phone (207) 874-8654, or fax (207) 874-8652.

OUTLINE OF WORK: There will be three separate contracts for this work. This bid package is for Contract 2 of 3, CDBG-Funded Work.

<u>Contract 1 of 3: SRF-Funded Work</u> Storm drain improvements that are being funded by the State of Maine Department of Environmental Protection (DEP) Clean Water State Revolving Loan Fund (CWSRF) program.

<u>Contract 2 of 3: CDBG-Funded Work</u> Pedestrian improvement work that is being funded through the Community Development Block Grant Program (CDBG), including the following -

1. Brick sidewalk construction.
2. Resetting of existing Type 1 curb and installation of new Type 1 curb.
3. Construction of pedestrian ramp improvements, including detectable warning panels.
4. Pavement markings.
5. Landscaping including loam, seed, mulch, and street trees.
6. Relocation of existing signage.

<u>Contract 3 of 3: PWD Work</u>: Water system improvements that are being funded by the Portland Water District.

MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid meeting will be held at **Department of Public Services, 55 Portland Street, Downstairs Basement Room, Portland, Maine on Thursday, October 1, 2015 at 10:00 a.m**. Firms not represented at this meeting will not be allowed to bid on this project.

FEDERAL REQUIREMENTS

The contractor must comply with all Federal requirements found in the CDBG Supplementary Provisions.

DAVIS-BACON AND RELATED ACTS

The contractor must comply with Davis-Bacon (DB) and Davis-Bacon Related Acts (DBRA). All laborers and mechanics employed by the contractor and subcontractors on this project shall not be paid less than the prevailing wage rates contained in the wage determination published in these bidding documents. Any laborers and mechanics not listed in the wage determination but employed by the contractor and subcontractors on this project shall be paid at least as much as the lowest wage rate for other similar trade classifications already contained in the wage determination published in these bidding documents. The contractor and subcontractors shall pay all employees weekly. The contractor and subcontractors shall submit weekly certified payrolls to the owner or designated representative, including a payroll summary with signed certification form WH-347. Detailed information and forms can be found in the CDBG Supplementary Provisions.

EQUAL OPPORTUNITY PROVISIONS

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

FUNDING

This project is funded, in whole or in part, with funds from the United States government through the Community Development Block Grant (CDBG) Program. Prospective bidders are advised to carefully read, follow, and adhere to the federal requirements and the CDBG program requirements in the specifications. There are specific submittal requirements in the CDBG program requirements, including requirements for certain submittals that must accompany the bid. Contractors shall follow the CDBG Program requirements.

PERFORMANCE AND PAYMENT BOND

The successful bidder must submit Performance and Payment Bonds to the City prior to contract award. Detail information can be found in the General Conditions.

INSURANCE

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than $500,000 per person, for bodily injury, death

and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

BASIS OF AWARD

Contract shall be awarded to the responsible bidder whose bid, complying with conditions and requirements provided in this Notice and bid form, is the lowest total base bid as identified on the total bid form which will be the total from the SRF bid form, the CDBG bid form, and the PWD bid form.

CONTRACT TIME

Work on this project shall be completed, including all underground utility work, sidewalk and curb installation, and base course paving, by **June 30, 2016.** Final surface paving and landscaping shall be completed by **October 14, 2016.**

TAXES

The City is exempt from Maine state sales and use taxes on all materials to be incorporated in the work. Said taxes shall not be included in the bid. Detailed information can be found in the General Conditions.

SUBMISSION OF BIDS

All Bids shall be submitted on the attached form and are to remain open for sixty (60) days after their opening. Late bids, bids without the required amount or form of surety, bids not signed and bids submitted electronically will not be accepted.

REJECTION OF BID

The City of Portland, Maine, reserves the right to reject any and all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate any bidder's qualifications, capability to perform, availability, past performance record and to verify that bidders are current in their obligations to the City.

LIEN WAIVERS

Prior to any payment by the City, the Contractor may be required to supply the City with a Waiver of Lien – Material and Labor for the total awarded contract cost, guaranteeing payment in full for all labor and materials used or required in connection with the work described in this bid. The City may also require waivers of lien, signed by individual subcontractors and materials suppliers, with requests for progress payments.

Any mechanic's lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the City) and promptly discharged by the Contractor at its own expense. If the Contractor should fail either to defend the City against the lien or to discharge it, then the City may do so at the Contractor's expense. In the event of such an undertaking by the City, the Contractor will promptly reimburse the City for all its costs and expenses in so doing including, but not limited to, reimbursement of the City's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

CONTRACTOR RESPONSIBILITIES

The Contractor shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. Work shall be conducted in an orderly manner and all work shall be performed in accordance with best trade policy and in conformance with pertinent OSHA, Local, State and Federal Government regulations. Contractors will be responsible for acquiring all necessary permits, licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein.

The Contractor shall erect, and maintain at all times, any and all safeguards necessary for the protection of life and property of all maritime, pedestrian and vehicular traffic, where applicable.

GENERAL INFORMATION

All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or E-mail jrl@portlandmaine.gov). Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Request from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this Bid.

It is the custom of the City of Portland, Maine to pay its bills 30 days following equipment delivery and acceptance, and following the receipt of correct invoices for all items covered by the purchase order. If your organization prefers to receive payment via electronic transfer rather than by check, please see the web link below* and include that EFT form with your bid submission. In submitting bids under these specifications, bidders should take into account all discounts; both trade and time allowed in accordance with this payment policy and quote a net price. The City is exempt from the State's sales and use tax as well as all Federal excise taxes.

* http://www.portlandmaine.gov/DocumentCenter/Home/View/817

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

DISCLAIMER

The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job or at any other time.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

September 21, 2015
Matthew Fitzgerald
Purchasing Manager

BID

Bid No.1516
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT - PHASE 2 OF 2
Contract 2 of 3 - CDBG IMPROVEMENTS

Proposal of _____
Name

Address _____

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual, the "Name of Firm or Partnership" in the case of a firm or partnership, or the "Name of Bidder" in the case of a corporation.

TO: Matthew Fitzgerald, Purchasing Manager
City Hall, Room 103
389 Congress Street
Portland, ME 04101

Dear Mr. Fitzgerald:

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual, the "Name of Firm or Partnership" in the case of a firm or partnership, or the "Name of Bidder" in the case of a corporation.

TO: Matthew Fitzgerald, Purchasing Manager
City Hall, Room 103
389 Congress Street
Portland, ME 04101

Dear Mr. Fitzgerald:

The undersigned, having carefully examined the site of the work, the Plans, the Standard Specifications, including all current amendments or revisions thereof, the Supplemental Specifications, Special Provisions, Contract Agreement and Contract Bonds contained herein for the ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment a\nd labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following “Schedule of Items” submitted by the undersigned.

This Bid may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

Any pay items with quantities marked with an asterisk (*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT - PHASE 2 OF 2

Contract 2 OF 3 - CDBG IMPROVEMENTS BASE BID FORM

			UNIT PRICE		TOTAL PRICE	
Item No.	**Quantity**	**Item with Unit Bid Price Written in Words**	**Dollars**	**Cents**	**Dollars**	**Cents**
202.091	LF 1800	REMOVING EXISTING CURB @_____ _____ Per Lump Sum				
202.2006	LS 1	RELOCATE BIKE RACK @_____ _____ Per Lump Sum				
203.20	CY 110	COMMON EXCAVATION @_____ _____ Per Cubic Yard				
403.207	TON 15	HOT MIX ASPHALT – GRADING “B” (19.0MM) @_____ _____ Per Ton				
403.210	TON 8	HOT MIX ASPHALT – GRADING “D” (9.5 MM) @_____ _____ Per Ton				
607.244	LS 1	RELOCATE CHAIN LINK FENCE POST @_____ _____ Per Lump Sum				
608.10	SF 80	CURB RAMP DETECTABLE WARNING PANEL @_____ _____ Per Square Foot				

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT - PHASE 2 OF 2

Contract 2 OF 3 - CDBG IMPROVEMENTS BASE BID FORM

			UNIT PRICE		TOTAL PRICE	
Item No.	**Quantity**	**Item with Unit Bid Price Written in Words**	**Dollars**	**Cents**	**Dollars**	**Cents**
608.15	SY 780	BRICK SIDEWALK WITH BITUMINOUS BASE @_____ _____ Per Square Yard				
608.25	SY 300	HOT BITUMINOUS CONCRETE SIDEWALK @_____ _____ Per Square Yard				
608.26	SY 1300	HOT BITUMINOUS CONCRETE DRIVEWAY @_____ _____ Per Square Yard				
609.11	LF 1243	VERTICAL CURB TYPE 1 @_____ _____ Per Linear Foot				
609.12	LF 195	VERTICAL CURB TYPE 1 – CIRCULAR @_____ _____ Per Linear Foot				
609.234	EA 19	TERMINAL CURB TYPE 1 – 4 FOOT @_____ _____ Per Each				
609.2341	EA 5	TERMINAL CURB TYPE 1 – 4 FOOT CIRCULAR @_____ _____ Per Each				
609.2371	EA 2	TERMINAL CURB TYPE 1 – 7 FOOT CIRCULAR @_____ _____ Per Each				

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT - PHASE 2 OF 2

Contract 2 OF 3 - CDBG IMPROVEMENTS BASE BID FORM

			UNIT PRICE		TOTAL PRICE	
Item No.	**Quantity**	**Item with Unit Bid Price Written in Words**	**Dollars**	**Cents**	**Dollars**	**Cents**
609.238	EA 12	TERMINAL CURB TYPE 1 – 8 FOOT @_____ _____ Per Each				
609.2381	EA 2	TERMINAL CURB TYPE 1 – 8 FOOT CIRCULAR @_____ _____ Per Each				
609.38	LF 1500	RESET CURB TYPE 1 @_____ _____ Per Linear Foot				
615.071	LS 1	LOAM, SEED & MULCH (6” LOAM DEPTH, ALL SEEDED AREAS) @_____ _____ Per Lump Sum				
619.1301	CY 17	BARK MULCH (2” AT PLANTING BEDS) @_____ _____ Per Cubic Yard				
621.71	EA 2402	HERBACEOUS PERENNIALS GP A @_____ _____ Per Each				
621.273	EA 12	LARGE DECIDUOUS TREE (2”-2.5” CAL) GP A @_____ _____ Per Each				
627.733	LF 1880	4” WHITE OR YELLOW PAVEMENT MARKING LINE @_____ _____ Per Linear Foot				

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT - PHASE 2 OF 2

Contract 2 OF 3 - CDBG IMPROVEMENTS BASE BID FORM

			UNIT PRICE		TOTAL PRICE	
Item No.	**Quantity**	**Item with Unit Bid Price Written in Words**	**Dollars**	**Cents**	**Dollars**	**Cents**
627.75	SF 930	WHITE OR YELLOW PAVEMENT & CURB MARKING @_____ _____ Per Linear Foot				
627.76	LS 1	TEMP PVT MARK LINE, W OR YELLOW @_____ _____ Per Lump Sum				
627.77	SF 56	REMOVING PAVEMENT MARKINGS @_____ _____ Per Square Foot				
629.05*	HR 10	HAND LABOR, STRAIGHT TIME @_____ _____ Per Hour				
629.06*	HR 10	MASON, STRAIGHT TIME @_____ _____ Per Hour				
631.10*	HR 10	AIR COMPRESSOR (INCLUDING OPERATOR) @_____ _____ Per Hour				
631.11*	HR 10	AIR TOOL (INCLUDING OPERATOR) @_____ _____ Per Hour				

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT - PHASE 2 OF 2

Contract 2 OF 3 - CDBG IMPROVEMENTS BASE BID FORM

			UNIT PRICE		TOTAL PRICE	
Item No.	**Quantity**	**Item with Unit Bid Price Written in Words**	**Dollars**	**Cents**	**Dollars**	**Cents**
631.12*	HR 10	ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR) @_____ _____ Per Hour				
631.14*	HR 10	GRADER (INCLUDING OPERATOR) @_____ _____ Per Hour				
631.172*	HR 10	TRUCK, LARGE (INCLUDING OPERATOR) @_____ _____ Per Hour				
631.22*	HR 10	FRONT END LOADER (INCLUDING OPERATOR) @_____ _____ Per Hour				
631.36*	HR 10	FOREMAN, STRAIGHT TIME @_____ _____ Per Hour				
637.071	LS 1	DUST CONTROL @_____ _____ Per Lump Sum				
645.1061	EA 1	RELOCATE SIGN @_____ _____ Per Each				

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT - PHASE 2 OF 2

Contract 2 OF 3 - CDBG IMPROVEMENTS BASE BID FORM

			UNIT PRICE		TOTAL PRICE	
Item No.	**Quantity**	**Item with Unit Bid Price Written in Words**	**Dollars**	**Cents**	**Dollars**	**Cents**
645.292	SF 33	REGULATORY, WARNING, CONFIRMATION, AND ROUTE MARKER ASSEMBLY SIGNS TYPE II @_____ _____ Per Square Foot				
652.38	HR 400	FLAGGER @_____ _____ Per Hour				
652.39	LS 1	WORK ZONE TRAFFIC CONTROL @_____ _____ Per Lump Sum				
656.75	LS 1	TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL @_____ _____ Per Lump Sum				
TOTAL AMOUNT OF BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES _____ _____ (***Written***)						

Any pay items with quantities marked with an asterisk (*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT – PHASE 2 OF 2

CONTRACT 2 OF 3 - CDBG IMPROVEMENTS ALTERNATE BID FORM

			UNIT PRICE		TOTAL PRICE	
Item No.	**Quantity**	**Item with Unit Bid Price Written in Words**	**Dollars**	**Cents**	**Dollars**	**Cents**
890.03	LS 1	COVE STREET TREATMENT @_____ _____ Per Lump Sum				
TOTAL AMOUNT OF ALTERNATE BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES _____ _____ (***Written)***						

NOTE THAT THERE ARE THREE SEPARATE BID CONTRACTS FOR THIS PROJECT:

SRF IMPROVEMENTS

CDBG IMPROVEMENTS

PWD (WATER) BID

THREE SEPARATE CONTRACTS WILL BE WRITTEN FOR THIS PROJECT, BUT THE BASIS OF AWARD IS FOR THE LOWEST BID FOR ALL THREE CONTRACTS COMBINED. THE ALTERNATE BID ITEM THAT IS LISTED IN THIS BID SCHEDULE WILL NOT BE FACTORED IN.

BASIS OF AWARD BID FORM **ANDERSON STREET NEIGHBORHOOD BYWAY PROJECT** **PHASE 2 OF 2** **PORTLAND, MAINE**	
Total of SRF Improvements Bid Written in Numbers	$
Total of CDBG Improvements Bid Written in Numbers	$
Total of PWD Bid Written in Numbers	$
TOTAL: BASIS OF AWARD	**$**

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the State of Maine Department of Transportation Standard Specifications, Revision of December 2002, including all current additions or modifications thereof .

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete all underground utility work, sidewalk and curb installation, and base course paving by **June 30, 2016,** and completion of surface course paving and landscaping items by **October 14, 2016**, or within the time limits given in the Special Provisions.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

"The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known."

Respectfully submitted this _____ day of _____, 2015

Acknowledgement of Receipt of Addenda:

Addendum No. Addendum Date

_____

_____

_____

_____

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder_____

Address_____

_____

Phone # _____

Email Address_____

Social Security Number_____

(Signatures for a Firm, Partnership or Corporation on next page.)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder_____

Name of Firm or Partnership_____

Business Address_____

Telephone Number_____ Fax Number_____

Email Address_____SS No. or Tax I.D. Number_____

Names and Addresses of Members of Firm or Partnership:

_____

_____

_____

IF A CORPORATION, SIGN HERE

Name of Bidder_____

Authorized Signature_____
(Name) (Title)

Business Address_____

Telephone Number_____ Fax Number_____

Email Address_____SS No. or Tax I.D. Number_____

Incorporated under the Laws of the State of_____

Names and Addresses of Officers of the Corporation:

President_____

Secretary _____

Treasurer _____ss

Before me, personally appeared _____ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: _____

_____
Notary Public - Signature and Seal

ALL CORPORATIONS MUST SIGN THIS FORM
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

_____

_____

_____

_____

_____
(date)

The above is a true copy of the records of the_____

Corporation, which records are in my legal custody.

_____
Officer having custody of the records

_____ss

Before me appeared, _____, _____

_____ of the _____ Corporation, and made

oath that the above statement is true.

_____
Notary Public - Signature and Seal

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows: (In case of Corporation, include and identify President, Treasurer, Manager)

_____ _____

_____ _____

_____ _____

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID

	Name and Address of Materials Supplier	Materials to be Supplied
1		
2		
3		
4		
5		
6		
7		

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated $ Amount
1			
2			
3			
4			
5			
6			
7			

This is a Sample Contract or Agreement ONLY; the final terms and conditions in the actual Agreement will be determined by the City's Corporation Counsel Office, and may contain additional provisions.

Bid #1516

SAMPLE AGREEMENT
BETWEEN THE CITY OF PORTLAND
AND

_____

AGREEMENT entered into this _____ day of _____, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and_____ _____, a corporation with a mailing address of_____ _____ (hereinafter the "**CONTRACTOR**").

W I T N E S S E T H

WHEREAS, the **CITY** did advertise for Requests for Bids by Bid #____ titled _____; and

WHEREAS, the **CONTRACTOR** did under date of _____, 2015, submit a bid for such work; and

WHEREAS, after due consideration of all of the bids the **CITY** did award the bid to the **CONTRACTOR**; and

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor and will perform all work required to construct separated storm and sewer infrastructure_(hereinafter the "Work"), in accordance with the specifications contained in the Notice and Specifications issued to the Contractors under date of _____ by the Purchasing Manager for the City of Portland, and also in accordance with **CONTRACTOR**'s Proposal dated _____ _____.

   A copy of said Notice and Specifications, including all items in TABLE OF CONTENTS, and **CONTRACTOR**'s Proposal are attached to this Agreement and made a part hereof as Exhibits A and B respectively. The restatement of any of the terms contained in the Notice and Specifications or Proposal shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the attachments hereto, all Work provided hereunder shall be warranted by **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect. **CONTRACTOR**

shall perform in compliance with all applicable federal, state and local laws and rules and shall obtain at its own cost all necessary permits.

3. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage for the Work agreed to under this Agreement and as outlined within the contract documents, whether such operations be by themselves or by any subcontractor under them, with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident. Name **CITY** as an additional insured on the policy, and provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy actually been endorsed to name the City of Portland as an Additional Insured" and copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Addl Insr," or the like, or which merely states The City of Portland is named an Additional Insured, will not be acceptable. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **CITY** of termination of insurance from insurance company or agent.

4. The **CONTRACTOR** shall furnish to the **CITY**, upon execution of this Agreement, a Contract Performance Bond and a Contract Labor and Material Payment Bond each in the amount of _____Dollars ($_____.00), guaranteeing one hundred percent (100%) performance of this Agreement, including the guarantee period, and free and clear of any and all liens, attachments and encumbrances.

   The Bonds shall remain in effect for one (1) year after final acceptance of the Work, and protect the **CITY**'s interest in the one (1) year guaranty of workmanship and materials, and also shall insure settlement of claims, for the payment of all bills for labor, materials and equipment by the **CONTRACTOR**.

5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

   CONTRACTOR shall further defend, indemnify and hold the **CITY** harmless from any claim or lien of any nature filed against the **CITY** or its property as a result of services performed or materials provided under this Agreement by a subcontractor, supplier or anyone employed by **CONTRACTOR.** In the event such claim or lien is filed against **CITY, CONTRACTOR** shall defend such claim on behalf of **CITY** by counsel acceptable to **CITY** or shall otherwise discharge such claim or lien by a means acceptable to **CITY**. **CITY**'s acceptance hereunder shall not be unreasonably withheld.

6. **CONTRACTOR** shall begin Work upon issuance of a notice to proceed issued by the **CITY**'s Director of Public Services (hereinafter "Director") and shall complete the Work no later than _____. Placement of final surface course pavement shall be completed after

_____. The time for performance may be extended by the written consent of the Director or her designee.

7. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice. In the event that any dispute arises as to the amount, nature or scope of the Work required under this Contract, the decision and judgment of the responsible **CITY** official will be final and binding.

8. Upon performance of all the terms and conditions of this Agreement, **CITY** will pay **CONTRACTOR** _____Dollars ($ _____.00), in full payment for the **CONTRACTOR**'s performance.

9. **CONTRACTOR** shall keep accurate records of all Work performed and furnished under this Agreement and shall submit such information on monthly invoices. Payment for such Work shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the **CITY**.

10. **CITY** reserves the right to require **CONTRACTOR** to provide waivers of lien for labor and materials prior to the issuance of final payment by the **CITY**.

11. Payment shall be in accordance with Section 108 – Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the **CITY** may determine or may withhold, including but not limited to liquidated damages in accordance with general conditions:
    a. 95 percent of work completed (with balance being retainage); and
    b. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)

    Upon substantial completion, the **CITY** shall pay an amount sufficient to increase total payments to the **CONTRACTOR** to 98 percent of the work completed, less such amounts as the **CITY** shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained for a period of one year from the date of substantial completion.

12. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall receive compensation for any satisfactory work completed prior to termination.

13. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for any unpaid, unrecovered, or unrecoverable out-of-pocket costs for supplies, materials and/or services provided or amounts expended or incurred in reliance on this Agreement prior to the effective date of such notice.

14. Any disputes arising out of or in the course of this Agreement, which are not settled by mutual agreement of the parties, shall be resolved in the courts of the State of Maine.

15. Out of concern for the public, **CITY** employees and **CONTRACTOR**'s employees, all work performed by **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.

IN WITNESS WHEREOF, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and _____ _____has caused this Agreement to be signed and sealed by _____, its _____ thereunto duly authorized, the day and year first above written.

WITNESS:

_____

WITNESS:

_____

CITY OF PORTLAND

By:_____
Jon P. Jennings
Its City Manager

_____

By:_____

_____
(Print or type name)

Its_____

Approved as to form:

_____
Corporation Counsel's Office

Approved as to funds:

_____
Finance

SAMPLE CONTRACT ADDENDUM

ADDENDUM #X
To Contract Documents For:

City of Portland Bid Number:
Project Dated:

Current Date: XXXX
The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

****

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

****

MATTHEW F. FITZGERALD
PURCHASING MANAGER

NOTE: Questions and Answers are listed on the following pages.

Receipt of **Addendum No. X** to the City of Portland's **BID #____:**
_____ is hereby acknowledged.

COMPANY: _____

NAME: _____

SIGNED BY: _____DATE:_____

PRINT NAME & TITLE: _____

ADDRESS: _____

_____
Zip Code

SAMPLE NOTICE OF AWARD

Date

Addressee

RE: NOTICE OF AWARD

Dear

Your firm has been awarded the contract for the subject project for your total low bid of $_____. This letter will serve as notice of award and that the contract documents are ready for signature.

A pre-construction conference will be scheduled for a later date, in the Engineering Office, 55 Portland Street. Please be prepared to execute the contract within twelve (12) calendar days of this letter, as per the contract documents. You must have your firm's corporate seal on your person at the time of execution.

Separate performance and payment bonds in the full amount of the bid and the following insurance certificates shall be executed and presented for approval: insurance coverages for Contractor's Public Liability Insurance shall have $1,000,000 limits. The standard Certificate of Insurance forms shall have the cancellation statement edited. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out. Evidence of proper Workers' Compensation Insurance and Blast Damage Insurance, if applicable, must also be presented for approval.

Should you have any questions pertaining to the above, please contact me at 874-8846.

Very truly yours,
CITY OF PORTLAND

Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged and a copy returned to the City of Portland.

By _____ Title _____

This, the _____ day of _____, 2015.

SAMPLE NOTICE TO COMMENCE WORK

Date

Addressee

RE: NOTICE TO COMMENCE WORK

Dear

You are hereby notified to commence work in accordance with the Agreement dated _____, 2015, on or before _____, 2015, and you are to complete the work by ____, 2015 with finish paving complete by ____, 2015. The date of completion of all work is therefore _____.

Very truly yours,
CITY OF PORTLAND

Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the Above NOTICE TO COMMENCE WORK is hereby acknowledged by:

_____ this, the _____ day of _____, 2015.

By:_____

Title:_____

SAMPLE NOTICE OF FINAL COMPLETION

Date

Addressee

RE: NOTICE OF FINAL COMPLETION

Dear

The subject project was inspected on _____, by _____ _____, and was found to be fully completed in accordance with the contract plans and specifications.

The work is hereby approved and accepted by the City of Portland as of _____, which begins the one year guarantee period. At this point it is essential that the city is provided with the attached statement and lien waiver *(as well as subcontractor/supplier lien waivers) certifying that all the obligations for equipment rentals, materials and supplies purchased, and labor employed on this project have been discharged. If you have any questions please feel free to call me at 874-8846.

Yours truly,
CITY OF PORTLAND

Project Engineer

WAIVER OF LIEN - MATERIAL OR LABOR

State of _____

County of _____

To all whom it may concern:

The undersigned _____ has been employed to furnish _____ for the project known as _____,

City of Portland, County of Cumberland, State of Maine.

The undersigned for and in consideration of the sum of $ _____ and other good and valuable consideration the receipt whereof is hereby acknowledged, do hereby waive and release any and all rights and liens, or claim of right to lien on said above described project under the statutes of the State of Maine relating to Mechanic's Lien on account of Labor or Material or both furnished or which may be furnished by the undersigned to or on account of said _____ for said building and premises.

This Waiver of Lien shall become effective upon the issuance of a check by the City of Portland payable to _____ and _____ in the amount of _____.

Given under oath, my hand and seal this _____ day of _____, 20 _____.

By:_____

_____

(Print or type name)

Its_____

Notarized: _____ this _____ day of _____, 20 _____.

My commission expires

WAIVER OF LIEN - (Subcontractor/supplier/employee)

The undersigned _____ has
(Sub-Contractor)
performed labor and furnished materials and/or performed services for _____ on behalf of the City of Portland, in performance
(Contractor)
of the contractor's agreement of _____ with the City of Portland for the
(Date)
_____
(Project name)
at _____.
(Address)

In consideration of the sum of $ _____, the undersigned hereby waives all rights and liens, including, but not limited to, liens pursuant to 10 M.R.S.A. Sec. 3251, et. seq., which the undersigned may now or hereafter claim or assert against the above described building, appurtenance, wharf, pier and/or land; the above-described project; and the City of Portland.

This Waiver of Lien shall become effective upon the issuance of a check by the City of Portland payable to _____ in the amount of $_____.

IN WITNESS WHEREOF the undersigned has hereto set its hand this _____ day of _____, 20_____.

By:_____
(print or type name)

Its_____

State of Maine
_____,ss

Before me appeared _____ and acknowledged that the signature to the preceding waiver is his/her signature in his/her official capacity.

Date:_____

_____
(Notary Public)

SAMPLE CONTRACTOR'S FINAL AFFIDAVIT

STATE OF MAINE

COUNTY OF CUMBERLAND

Before me, the undersigned, a _____
(Notary Public, Justice of Peace, Alderman)

in and for said County and State personally appeared:

(Printed Name) _____
(Individual, Partner or duly authorized representative of corporate contractor)

Who being duly sworn according to law deposes and says that the cost of all the Work, and outstanding claims and indebtedness of whatever nature arising out of the performance of the contract between

Owner: CITY OF PORTLAND

And Contractor: _____

Of (Address): _____

Dated (Agreement Date): _____

For the construction of (Project): _____

and necessary appurtenant installations have been paid in full.

Signature: _____
(Individual, Partner, or duly authorized representative of corporate contractor)

Sworn to and subscribed before me this _____ day of _____, 2015.

Signature: _____

CONTRACT DOCUMENTS AND SPECIFICATIONS

The City of Portland, Maine has also adopted for this project the "State of Maine, Department of Transportation, Standard Specifications, Revision of December, 2002", including all current additions or modifications thereof, (hereinafter referred to as "Standard Specifications"). A copy of the Standard Specifications can be found online at:
http://maine.gov/mdot/contractors/publications/standardspec/index2002.shtml.

The City of Portland has also made specific changes to the MaineDOT Standard Specifications to incorporate the City of Portland's Technical and Design Standards and Guidelines, Revision December 2002. As such, the Contract Agreement, Special Provisions, and Supplemental Specifications contained hereinafter shall take precedence and shall govern in any case of conflict with the MaineDOT Standard Specification. Supplemental Specifications are modifications, additions and deletions to the Standard Specifications. Special Provisions are specifications in the contract that are for additional items not covered in the Standard Specifications.

PRIORITY OF CONFLICTING CONTRACT DOCUMENTS

If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") related to the Contract Documents that may significantly affect the cost, quality, Conformity, or timeliness of the Work, the Contractor must comply with Section 3.03 Reporting and Resolving Discrepancies of the EJCDC Standard General Conditions (which is similar to Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered of the MaineDOT Standard Specifications).

In the case of ambiguity, etc., the following components of the Contract Documents shall control in the following descending order of priority:

City of Portland Bid Amendments (most recent to least recent)
Project Specific Permit Requirements
City of Portland Special Provisions
City of Portland Plan Set
City of Portland Supplemental Specifications
City of Portland Standard Details
MaineDOT Repair Specifications
MaineDOT Standard Specifications
MaineDOT Standard Details

SPECIAL PROVISIONS - GENERAL

The following Special Provisions and Supplemental Specifications shall amend the Standard Specifications. In case of conflicts, these Special Provisions (1) and Supplemental Specifications (2) shall take precedence and shall govern.

(1) Special Provisions - specifications in the contract which are for additional items not covered in the Standard Specifications.

(2) Supplemental Specifications - modifications, additions and deletions to the existing Standard Specifications.

1. Working Hours

   A. From 7:00 a.m. to 7:00 p.m. Monday through Friday.
   B. From June 1 of any year through August 31 of the same year, no construction work shall be performed between 8:00 p.m. of any day and 7:00 a.m. of the following day.
   C. On Saturdays, Sundays, and legal holidays, construction work shall not be performed before 8:00 a.m.

   Construction shall not interfere with the normal flow of traffic on arterial streets. The full inbound roadway lane width shall be maintained between 7:00 a.m. and 9:00 a.m. and the full outbound roadway lane width shall be maintained between the hours of 3:30 p.m. and 6:00 p.m.

   The definition of work for the purpose of this provision shall include the starting or moving of equipment, machinery, or materials. Any day worked for four hours or more shall be considered a full working day.

2. Utility Coordination
   The Contractor shall be responsible for notifying utility representatives of the anticipated construction schedule. The Contractor shall be responsible for all utility coordination, protection of existing infrastructure, and any damages to existing utilities as a result of the work at no additional cost to the City.

3. Notification of Abutters
   Abutters shall be notified by the Contractor sufficiently in advance of any construction affecting driveways, sidewalks, or utilities.

4. Existing Traffic Signs
   All existing traffic signs which are to be removed during construction shall be carefully dismounted and the posts removed and shall be stacked in an area approved by the Engineer. The Contractor shall protect the signs from damage while in his possession and shall repair, at no additional cost to the City, any damages cause by his operations.

   Prior to the start of any construction work, the Contractor and Engineer shall prepare a mutually acceptable inventory of all signs within the project limits which shall be used as a guide for replacement should signs be removed for construction purposes. The signs shall be inventoried by station location and approximate offset, legend of sign and post. This work shall be considered as subsidiary obligation of the contract for which no specific payment will be made.
   This work shall be considered as subsidiary obligation of the contract for which no specific payment will be made.

5. Protection of Trees
   The Contractor shall be responsible for the preservation of all trees on the project that are not called for to be removed. Any trees damaged by the Contractor's operations shall be repaired using approved tree dressing or paint in accordance with the appropriate provisions of Section 201 of the Standard Specifications, or replaced as deemed necessary by City Arborist at no additional cost to the City.

6. Maintenance and Protection of Traffic
   The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during construction and shall erect suitable warning signs, flashers, barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public. The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes.

   Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" published by the Department of Transportation of the Federal Highway Administration.
   The Contractor shall maintain an accessible pedestrian route (meeting A. D. A. requirements) along all streets within the Project area at all times.

   This work shall be considered a subsidiary obligation of the contract for which no specific payment will be made.

7. Materials
   Materials shall meet the requirements specified in the specifications. Equals shall be approved only prior to the bid opening.

8. Survey
   The Contractor shall be responsible for establishing a construction layout, maintaining these controls during construction and providing all additional survey required, which shall be done by a competent Engineer or Surveyor.

9. Sheeting and Bracing
   Any sheeting or bracing required for the satisfactory installation of drainage structures and pipes shall be considered as incidental to the appropriate bid item, and not paid for separately.

10. Waste Areas
    The disposal of waste and surplus materials shall be as outlined in Section 203.06 – Waste Areas of the Standard Specifications.

11. Occupational Safety and Health
    The Contractor is hereby advised that all work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

12. Pre-construction Conference
    A conference will be held at 55 Portland Street, Portland, Maine within ten (10) days after the awarding of the contract. At this time, the Contractor will be required to submit a graphically

illustrated schedule and a plan showing project activities. City officials and representatives of the various utility companies involved in the project will be present at this meeting.

It is the purpose of this meeting to inform the various agencies of the proposed work schedule, and to give them the opportunity of discussing any difficulties and offering suggestions to the Contractor concerning proposed schedule in order that full cooperation may be reached.

13. Schedule of Operations
The Contractor shall submit 3 days prior to the pre-construction conference a detailed schedule showing the sequencing, critical path items, milestones and scheduling of the work. This schedule must show sufficient detail to insure compliance with the contract completion dates. Updates will be required as work progresses.

14. Setting of Pipes to Line and Grade
If laser beam equipment is used for laying storm drain pipe, frequent checks shall be made to assure close adherence to line and grade. If lasers are not used, batter boards are to be set at maximum twenty-five foot (25') intervals and grades transferred to the boards with a transit, level, or line level. Setting pipes to grade by use of "pop" levels or carpenter levels will not be permitted.

15. Extent of Open Excavation
The extent of excavation open at any one time shall be controlled by OSHA regulations and by existing conditions and location of work area.

16. Traffic Officers
The presence of Portland Police will be a determination made by the Traffic Engineer based on the Traffic Control Plan the City will be providing to the Contractor for this project. If Police are required, the City will hire and reimburse them. The Police Department requires 48 hours notice for any Police detail onsite.

17. Limitation of Operations
The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. Contractor shall not open up work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience.

The Contractor shall be required to construct roadway subbase concurrent to their trench backfilling operation if the street is not being reconstructed.

Waste and surplus material shall not be stockpiled, but shall be disposed of in areas as designated in Section 203.06, Waste Areas, of the Standard Specifications.

18. Dust Control for Street
Calcium chloride shall be spread only on disturbed unpaved areas. Calcium chloride shall not be spread on paved areas that are covered by granular material. These areas shall be swept clean of all granular material. Dust on paved areas shall be controlled with water before sweeping.

19. Trench Pavement Replacement
The Contractor shall be responsible for repairing any trench pavement that has experienced excess settlement, cracking or opening of pavement joints. Repair may include overlay, removal of unacceptable material and complete replacement, joint sealing or re-cutting pavement as

required. This work may be necessary after final acceptance of the work and prior to expiration of the maintenance bond. This work shall be done at no additional cost to the City.

20. City of Portland's Street Excavation Ordinance
The Contractor is hereby advised that all work shall conform to the regulations of Chapter 25 of the Municipal Code, "Excavations in Public Places", as currently amended. The Contractor shall be responsible for obtaining the Street Opening Permit for this project; however, no street opening fee will be charged. The Contractor will be required to obtain an Excavator's License from the City and maintain this license for the duration of the project. The Contractor will be required to pay the normal Excavator's License fees to the City to obtain this license.

21. Questions Regarding Plan and Documents
Questions from prospective bidders relative to this Contract shall be communicated in writing at least 5 days before bid opening to the following:

Purchasing Office
City Hall – Room 103
Tel. (207) 874-8654
Fax: (207) 874-8652
Email: mff@portlandmaine.gov

Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of this contract will not be binding. Receipt of any addenda must be acknowledged in writing as part of a proposal. Each bidder shall be responsible for ensuring that they have received any and all addenda. The City will not assume responsibility for the receipt by the Contractor for any addenda.

22. Record Drawings
The Contractor shall keep daily records of all changes in the work, ties to all new service connections, and elevations of all inverts. The Contractor shall maintain a record of all service lateral locations and locations of buried fittings, etc., throughout the project. Such locations shall be recorded by 3 ties from fixed permanent points. Prior to requesting final payment, the Contractor shall submit these records to the City and the inspector in a clearly legible form in order to produce record drawings.

Prior to final payment the Contractor shall be required to submit a set of record drawings for the project. The record drawings shall show all changes in red, clearly drawn on a paper set of the original construction plans. Once all information has been received and verified then the City will produce the record drawings from the information received.

23. Waste Material
All waste material shall be removed from the site and the area left clean upon completion of work. Any equipment or structures damaged by the Contractor shall be repaired or replaced at no additional cost to the City. The Contractor shall notify the City of the final waste disposal location and if so located in the City shall be responsible to provide evidence of all necessary local fill permits and State permits at no extra cost to the City.

24. Quality Assurance
The Contractor shall be responsible at all times for maintaining quality assurance during performance of his work. Particular attention to compaction shall be paid during backfilling operations. Strict adherence to Section 203.11 and 304.04 of the Standard Specifications will be required when backfilling trenches, preparing subgrade, and placing subbase and base gravels.

In-place density tests of the backfill material shall be conducted by an independent testing laboratory. The amount and frequency of testing shall follow the requirements of Section 654. A minimum of one density test per 100 feet of trench may be required. The Contractor shall be responsible for procuring and paying for the testing services, when provided for in contract. Satisfactory compaction shall be as required in Section 654.

The use of an independent testing laboratory, by the Contractor, shall receive prior approval from the City Inspector.

25. Sanitary Facilities
The Contractor shall provide self-contained toilet units in sufficient numbers for use of all persons involved in the work.

26. Bids
No bids shall be withdrawn within a period of sixty (60) days after the opening of the bids.

27. Subsurface Soils Information
All subsurface soils information, including but not limited to ledge, boring, refusal, or groundwater elevations, is approximate only and is shown on the Drawings for design purposes only and the convenience of the Contractor. The Contractor shall make his own investigations regarding the actual location and/or nature of such information and shall not rely on nor make claims for any extra payments based on the information shown on the drawings.

28. Unauthorized Use of Fire Hydrants
In conformance with the Maine Department of Human Services, the Portland Water District requires the use of an approved air gap or reduced pressure zone back flow prevention device to assure the protection of the public water supply when filling tank trucks, street sweepers, jet machines or any other related equipment, or any other needs that require a connection to a public or private hydrant. Contractors working for the City are required to apply to the Portland Water District for a hydrant meter and back flow prevention device. All costs associated with temporary water meters and backflow prevention devices shall be considered incidental.

29. Project Funding
The proposed project is part of the City of Portland Combined Sewer Overflow (CSO) Abatement plan and is subject to Portland City Council review and funding approval. The project is financed through the State of Maine Clean Water State Revolving Fund (CWSRF) and shall be subject to the conditions outlined herein, **including the Engineers Joint Contract Documents Committee (EJCDC) Standard General Conditions C-710 and CWSRF Supplementary Conditions**.

The pedestrian improvements that are part of this project are funded through the Community Development Block Grant Program (CDBG) and are subject to the **CDBG Supplementary Conditions.**

30. Anti-Idling Policy
Please note that following these Special Provisions – General, the City's Administrative Regulation #25 regarding the City's Anti-Idling Policy has been provided. Although this Policy is directed to City Employees regarding the use of City Vehicles, we as a City, along with its citizenry, request your compliance as well. It is our goal to protect and preserve the natural environment and improve the air quality in the City of Portland. As a business partner of our City and a responsible organization, your assistance in this effort will be expected and greatly appreciated.

31. Working Drawings
    Submittals and shop drawings, defined as Working Drawings in the Standard Specifications Section 101.2 Definitions, shall be provided to the Engineer for review and approval. Requirements and timelines for working drawing review shall be in accordance with Section 105.7 of the Standard Specifications.

32. Sewer Bypass Pumping
    The Contractor shall prepare and submit a bypass pumping plan to the Engineer for review and approval in advance of work. The plan shall identify the equipment to be used along with the operations and maintenance procedures proposed by the Contractor to bypass flow throughout the duration of construction. No overflow of sanitary sewage or combined sewage to any overland area or receiving water is permissible. The Contractor shall be solely responsible for all damages or fines associated with overflows that occur as a result of the sewer installation work. All costs associated with bypass pumping shall be considered incidental to the pay items within Section 603 – Pipe Culverts and Storm Drains.

33. Test Pits
    Test pits, if required, shall be completed at least two weeks prior to the start of construction or ordering of materials. The Contractor shall promptly provide test pit information to the Engineer for review, and shall notify the Engineer of any potential utility crossing conflicts.

ANTI-IDLE POLICY

Purpose:

To inform all City employees of the need to eliminate unnecessary idling of vehicles in order to reduce the cost of City operations and to reduce emissions created by City vehicles. Our goal is to protect and preserve the natural environment and improve air quality in the City of Portland.

Policy:

It is the policy of the City of Portland to continually improve the efficient use of vehicle fuels in an effort to reduce operating costs and emissions. City vehicles will not be permitted to idle unnecessarily. Operators of City equipment will adhere to the following standards:

1) Idling is prohibited (with the limited exceptions listed below) when the ambient temperature is above 32 degrees F.

2) 10 minute maximum idle time limit when ambient temperature is 32 F and below

3) Vehicles will not be left idling when the operator is out of the vehicle (with the limited exceptions listed below)

For the health and safety of operators, there will be occurrences when vehicles will be left running. Examples include protection from the elements or for the use of the vehicle safety features (including the use of air conditioning in street sweepers to keep dust out of the cab).

Exceptions

Due to the emergency nature of some City operations, the following exceptions will apply to this policy:

- Emergency response vehicles when responding to an emergency

- Fire vehicles which must maintain onboard medication at a specific temperature

- Vehicles whose batteries may be discharged because of onboard electrical equipment (i.e. emergency lights, radar, computers, etc.)

Non-Compliance

After a reasonable period of education about this new policy, employees will be subject to progressive discipline under AR 25 if they do not comply with this policy.

SUPPLEMENTAL SPECIFICATION
SECTION 101 - CONTRACT INTERPRETATION

The provisions of Section 101 of the Standard Specifications shall apply with the following additions or modifications:

Scope of Section

This Section contains abbreviations, definitions, and general rules of interpretation and shall apply with the following additions or modifications.

101.2 Definitions

Chief Engineer

The definition in the Standard Specifications shall be deleted and replaced with the following. Chief Engineer shall mean the City Engineer, City of Portland, Maine, Department of Public Services, acting directly or through his or her duly authorized representatives, who are responsible for the design and administration of the project.

City

Where the term City or CITY is provided in these documents, it shall mean the City of Portland, Maine.

Closeout Documentation

Replace “A letter stating the amount of monies paid to DBE subcontractors to meet Contract DBE goals” with “DBE Goal Attainment Verification Form”.

Commissioner

The definition in the Standard Specifications shall be deleted and replaced with the following: Commissioner shall mean the Director of Public Services, City of Portland, Maine.

Department

The definition in the Standard Specifications shall be deleted and replaced with the following: Department shall mean the Department of Public Services, City of Portland, Maine acting through its Director or through his or her duly authorized representative.

Owner

The definition in the Standard Specifications shall be deleted and replaced with the following: Owner shall mean the City of Portland.

SUPPLEMENTAL SPECIFICATION
SECTION 102 - BIDDING

The provisions of Section 102 of the Standard Specifications shall apply with the following additions or modifications:

Scope of Section

This Section includes requirements related to eligibility to Bid and the Bidding process from advertisement to Bids, through Bid Opening, to the analysis of Bids.

102.1.4 Qualifications of Bidder

The following paragraph will be added as Section 102.1.4.

The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the public interest to do so. "The City reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and verify that the bidder is current in its financial obligations to the City."

102.3 Examination of documents, site and other information

This subsection shall be amended by the addition of the following paragraph.

Plans, Specifications and Bid Forms may be seen at the Engineering Office, Department of Public Services, 55 Portland Street, Portland, Maine; or may be obtained at the Purchasing Office, Room 103, City Hall, upon payment as specified in the published "Notice to Contractors".

102.5.1 Questions from Bidder

This subsection shall be amended to read as follows. Bidders shall direct all technical or Engineering questions including requests for explanations or interpretation or for the use of products or methods other than those described in the specifications in writing to the Purchasing Office not later than five (5) working days prior to the date designated for the opening of the bids. All answers to such requests will be made as addenda to the contract and will be issued in writing to all Bidders.

No oral interpretation will be given to the contract documents.

102.5.2 Bidder's Duty To Notify Department If Ambiguities Discovered

Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") relating to the Bid Documents, Geotechnical Information, site conditions, or any other information that may significantly affect the cost, quality, Conformity, or timeliness of the Work. If a Bidder discovers any such ambiguity, etc., it must notify the Purchasing Agent immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc.

102.7.1 Location and Time

This subsection shall be amended to read as follows: Each Bid shall be submitted, document intact, in a sealed envelope. The envelope shall be clearly marked to indicate the name of the Bidder, project name, bid number and be addressed to Purchasing, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101. Bids may be mailed or delivered in person, but they shall be filed prior to the time and at the place specified in the "Notice to Contractors". Bids received after the time for opening of bids will be returned to the bidder unopened.

102.7.2 Effects of Signing and Delivery of Bids

This subsection shall be amended by the addition of the following: Corporations will be required to affix their corporate seal on their Bids.

SUPPLEMENTAL SPECIFICATION
SECTION 103 - AWARD AND CONTRACTING

The provisions of Section 103 of the Standard Specifications shall apply with the following additions or modifications:

Scope of Section

This Section includes requirements related to the final determination of Bid responsiveness and Award and Execution of the Contract.

103.3.2 Notice of Determination

This subsection shall be amended by the addition of the following paragraph: The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the public interest to do so. A proposal which includes a combination of abnormally low and abnormally high unit prices, which results in an unbalanced bid, may be rejected. "The City reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and then verify that the bidder is current in its financial obligations to the City."

103.4 Notice of Award

This subsection shall be amended to read as follows: The award of contract, if it be awarded, shall be made within sixty (60) days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address shown on their proposal, that their bid has been accepted and that they have been awarded the contract.

Basis of award of the contract shall be on the Base Bid.

SUPPLEMENTAL SPECIFICATION
SECTION 104 - GENERAL RIGHTS AND RESPONSIBILITIES

The provisions of Section 104 of the Standard Specifications shall apply with the following additions or modifications:

Scope of Section

This Section sets forth certain rights and responsibilities of the Department and the Contractor that are generally applicable to all contracts. This Section is not all inclusive and additional rights and responsibilities are set forth elsewhere in the Contract.

104.2.3 Authority of Project Manager and Resident

This subsection shall be amended by the addition of the following paragraph: The Resident Engineer or Resident Inspector will not be responsible for nor issue directions regarding the Contractor's safety precautions or programs; nor will they issue directions relative to, or assume control over any aspect of the methods, techniques or procedures of construction.

104.4.6 Utility Coordination

This subsection shall be amended by the addition of the following paragraphs: At points where the Contractor's operations are adjacent to properties of railways, telephone, gas, water and/or power companies, or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

It is anticipated that utility poles will not be relocated prior to commencement of contract work. The Contractor is advised to schedule its work to accommodate the possibility of utility pole and overhead wire obstructions.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and the duplication or rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

No person, firm, or corporation, including City forces, shall make or cause to be made any opening or excavation in a City Street, way, or public place until contact has been made with all utilities to locate any existing underground gas, water, telephone, power or other installations within said street, way or public place. When gas or other flammable service to buildings is discontinued, the existing service line for such service shall be terminated at a point outside the building.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or supported, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with the same authority in the restoration of such service as promptly as possible.

Water lines, gas lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction are to be moved as necessary by the owners with or without expense to the Contractor, unless otherwise provided for, or as noted in the plans.

The Contractor shall ascertain the location of existing utilities and any other necessary information by direct inquiry at the office of the following utility owners:

Electric:
Central Maine Power Company
162 Canco Road
Portland ME 04103
Attention:
Breanne Pierce
Tom Atwood

Water:
Portland Water District
225 Douglass Street
Portland ME 04101
Attention:
Jay Arnold
William 'Ned' Pierce

Telephone:
Verizon / FairPoint
13 Davis Farm Road
Portland ME 04103
Attention:
John Caprio

Fire Alarm:
Portland Fire Department - Electric
109 Middle Street
Portland ME 04101
Attention:
Ben Diaz

Gas:
Unitil Corporation
1075 Forest Avenue
Portland ME 04103
Attention:
Rick Bellemare
Steve Lewis
Matt Doughty

Cable TV:
Time Warner Cable
118 Johnson Road
Portland ME 04102
Attention:
Deb Paiement
Don Johnson

Railroad:
Maine Central Railroad
P. O. Box 9701
Portland ME 04104
Attention:
Mr. Robert Hough

Sewer:
Dept. of Public Services
55 Portland Street
Portland ME 04101
Attention:
John Emerson

The completeness of the above listing is not guaranteed by the City of Portland.

104.5.10 Warranty and Maintenance Bonds

This subsection shall be amended to read as follows: Warranty and Maintenance Bonds may be required of the Contractor or the subcontractor for specified items that the Department deems appropriate. The Bond must name the "City of Portland" as an obligee. The Contractor shall provide a copy of said bond to the Department as part of the projects closeout documentation prior to final acceptance. Should the subcontractor be required to provide a Warranty or Maintenance Bond, the Contractor hereby authorizes the Department to directly contact Landscape Subcontractor and/or its Surety in the event of a failure of the bonded item to perform as specified. The amount and duration of the Warranty and Maintenance bond for each project will be stated in the contract agreement.

SUPPLEMENTAL SPECIFICATION
SECTION 107 - TIME

The provisions of Section 107 of the Standard Specifications shall apply with the following additions or modifications:

107.1 Contract Time and Contract Completion Date
Work on this project shall be completed as specified in the Notice to Bidders and Agreement between the City of Portland and the Contractor.

107.7 Liquidated Damages

107.7.1 General
Except as expressly provided otherwise in this Contract, the Contractor shall owe the Department the per diem amount specified in Section 107.7.2 below for each Day that any portion of the Work remains incomplete after the Contract Time has expired. Liquidated Damages will be deducted from amounts otherwise due the Contractor. For related provisions, see Sections 107.1 - Contract Time and Contract Completion Date, 107.5.1(D) - Winter Suspensions - Impact on Liquidated Damages, and 109.5 - Adjustments for Delay of the Standard Specifications.

Permission for the Contractor or the Surety to continue and finish Work after the Contract Time has expired shall not waive the Department's rights to assess Liquidated Damages.

107.7.2 Schedule of Liquidated Damages
The specific per diem rates for Liquidated Damages are set forth below. By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Department due to the Contractor's failure to Complete the Work within the Contract Time.

Original Contract Amount		Per Diem Amount of Liquidated Damages
From More Than	To and Including	Calendar Day
0	$100,000	$100
$100,000	$300,000	$175
$300,000	$500,000	$250
$500,000	$1,000,000	$325
$1,000,000	$2,000,000	$500
$2,000,000	$4,000,000	$750
$4,000,000	and more	$1,000

SUPPLEMENTAL SPECIFICATION
SECTION 108 - PAYMENT

The provisions of Section 108 of the Standard Specifications shall apply with the following additions or modifications:

Scope of Section

This Section contains general provisions related to payment including measurement of quantities, progress payment, retainage, the right to withhold payment, and other payment-related items.

108.3 Retainage

Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages in accordance with general conditions:

a. 95 percent of work completed (with balance being retainage); and
b. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)

Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to the Contractor to 98 percent of the work completed, less such amounts as Engineer shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained for a period of one year from the date of substantial completion.

108.4.1 Price Adjustment for Hot Mix Asphalt

This Subsection is revised by applying the following additions and modifications:

For all contracts with hot mix asphalt, a price adjustment for performance graded binder will be made for the following pay items:

Item 403.206 Hot Mix Asphalt - 25 mm
Item 403.207 Hot Mix Asphalt - 19 mm
Item 403.208 Hot Mix Asphalt - 12.5 mm
Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
Item 403.210 Hot Mix Asphalt - 9.5 mm
Item 403.211 Hot Mix Asphalt - Shim
Item 403.212 Hot Mix Asphalt - 4.75 mm
Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.206: 4.8%	Item 403.210: 6.2%
Item 403.207: 5.2%	Item 403.211: 6.2%
Item 403.208: 5.6%	Item 403.212: 6.8%
Item 403.209: 6.2%	Item 403.213: 5.6%

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price, as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price, listed in the Asphalt Weekly Monitor current with the date of asphalt placement. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

108.8 Final Payment

This subsection is revised by adding the following paragraphs: Prior to final payment the following shall be accomplished:

A. Contractor and the Engineer shall jointly inspect the project to assure completion of all items including Punch List.
B. Contractor shall submit Record Drawings indicating all changes and additions made during construction.
C. Waivers of Lien shall be provided to the City for the project.
D. Contractor shall submit the Warranty and Maintenance Bonds in the amount specified in the contract.
E. Contractor shall submit all Service Lateral Records.
F. Final Clean-up shall be completed. No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the appropriate item.
G. Final Acceptance Notification will be prepared by the City and forwarded to the Contractor for the project along with Final Payment.
H. Final Contractor Lien Waiver needs to be signed and forwarded to the City.

SUPPLEMENTAL SPECIFICATION
SECTION 110 - INDEMNIFICATION, BONDING, AND INSURANCE

Scope of Section
This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.2 Bonding
This subsection is amended by the addition of the following: whenever the word "Treasurer of the State of Maine" appears in the Standard Specifications, it shall mean the City of Portland, Maine.

110.3 Insurance
This subsection shall be amended to read as follows: Before work is started under the contract, the Contractor will be required to file with the City of Portland, a Certificate of Insurance, executed by an insurance company or companies satisfactory to the City and licensed by the State of Maine Insurance Department to do business in the State of Maine, stating that the Contractor carries insurance in accordance with the following requirements and stipulations:

A. Workers' Compensation Insurance: With respect to all the operations the Contractor performs and all those performed for him by subcontractors, the Contractor or the subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Industrial Accident Commission, all in accordance with the requirements of the laws of the State of Maine.
B. Commercial General Liability: Operations under the CONTRACT DOCUMENTS, whether such operations be by themselves or by any SUBCONTRACTOR under them, requires insurance to be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident. The insurance certificate shall also name the City as additional insured on Liability portions (not W/C). The standard Certificate of Insurance forms shall have the cancellation statement edited. The words “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be crossed out.
C. Public Liability and Automobile Liability Insurance: **CONTRACTOR** will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage for the Work agreed to under this Agreement and as outlined within the contract documents, whether such operations be by themselves or by any subcontractor under them, with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident. Name **CITY** as an additional insured on the policy, and provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) “the policy actually been endorsed to name the City of Portland as an Additional Insured” and copy of the endorsement must come to the City of Portland with the certificate, or B) “the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an

additional insured." A Certificate which merely has a box checked under 'Addl Insr," or the like, or which merely states The City of Portland is named an Additional Insured, will not be acceptable. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **CITY** of termination of insurance from insurance company or agent.

D. Blasting: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs (a), (b), and (c) above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.

E. Execution and Limitation: Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the company.

F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

G. Compliance: with the requirements of this subsection may be met by procurement of insurance covering all work under contract with the City or may be met by procurement of separate insurance for each individual contract. In either case a Certificate of Insurance shall be filed for each contract to show evidence that all required insurance has been obtained.

H. Termination or Change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the City by certified mail at least 30 days in advance of cancellations or of any change in the policy. No change shall be made without prior written approval of the City. The Contractor shall keep all the required insurances in continuous effect until 31 days after the date of final acceptance of the project or until such time as may be established by the City.

I. Contractual Liability Insurance: The Contractor shall carry Contractual Liability Insurance covering the liability Contractor has assumed under the contact to indemnify and save harmless the City of **Portland, its officers and employees with respect to bodily injuries in or death of any person or persons or injury to or destruction of property. The limits for such insurance** shall be not less than those specified for Commercial General Liability Insurance in paragraph (b) above.

SUPPLEMENTAL SPECIFICATION
SECTION 202 - REMOVING STRUCTURES AND OBSTRUCTIONS

The provisions of Section 202 of the Standard Specifications shall apply with the following additions and modifications:

202.011 Depth of Removal

All structures and obstructions, with the exception of manholes and catch basins, see section 202.05, shall be removed to a depth as required to allow construction of the project as presented in the construction documents. In roadway areas, removal shall be to a depth below all subbase gravel. In areas of utility piping or structures, removal will be to a depth sufficient to allow placement of said piping and structures, including supportive materials such as bedding layers, antifloatation slabs and foundations. Removal below subgrade depth shall only be performed at the direction of the City.

202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges

This section is modified by adding the following sentence to the first paragraph: All granite curbing, sidewalk brick, and cobblestones removed and not reused in construction of the proposed project shall be delivered to the City stockyard as directed and considered incidental to contract pay item 202.091.

The Contractor shall be responsible for the removal without damage, cleaning and stacking at the City Stockyard, all straight and curved curbing, terminal sections and curb corners which are designated to be replaced with new curb and shall be incidental to cost of removing existing curbing paid under Item 202.091.

Each section of straight curbing shall have its overall length painted legibly and plainly on one end. Each section of circular curbing shall have its overall arc length and radius painted on one end.

Removing and stacking curb or edging shall include all labor, equipment, tools and materials for excavating, removing, cleaning, backfilling, handling, stacking and any incidental work necessary.

202.07 Method of Measurement

Method of measurement shall be per linear foot of curb removed and per each bike rack relocated.

202.08 Basis of Payment

The accepted quantity of removal of existing curb shall be at the contract unit price per linear foot, which price will be full compensation for removal of the curb, cleaning, backfilling, handling, stacking, marking, and all tools, equipment, labor, and other materials necessary to satisfactorily complete the work.

The accepted quantity for relocation of bike rack shall be at the contract unit price per each, which will be full compensation for removal and relocation of the existing bike rack in front of Tandem Coffee, complete, to a location approved by the Resident, and all tools, equipment, labor and other materials necessary to satisfactorily complete the work.

Payment will be made under:

Pay Item		Pay Unit
202.091	Removing Existing Curb	Linear Foot
202.2006	Relocate Bike Rack	Each

SUPPLEMENTAL SPECIFICATIONS
SECTION 203 - EXCAVATION AND EMBANKMENT

The provisions of Section 203 of the Standard Specifications shall apply with the following additions and modifications:

203.01 Description

Paragraph (b) Rock Excavation shall be modified to read: "each having a volume of one-half cubic yard or more".

203.04 General

The Contractor shall excavate rock if encountered to the lines and grades indicated on the drawings, shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock.

In general, rock in pipe trenches shall be excavated so as to be not less than six inches (6") from the pipe after it has been laid. If needed, before the pipe is laid, the trench shall be backfilled to the established trench profile with thoroughly compacted, suitable material or, when so specified or indicated on the drawings, with the same material as that required for bedding the pipe, furnished and placed at no additional cost to the City.

The Contractor shall remove all dirt and loose rock from the designated areas and shall clean the surface of the rock thoroughly, using steam to melt snow and ice, if necessary. Water in depressions shall then be removed as required so that the whole surface of the designated area can be inspected to determine whether seams or other defects exist.

The surface of rock foundations shall be left sufficiently rough to bond well with the masonry and embankments to be built thereon; and, if required, shall be cut to rough benches or steps.
Before any masonry or embankment is built on or against the rock, the rock shall be scrupulously freed from all vegetation, dirt, sand, clay, boulders, scale, excessively cracked rock, loose fragments, ice, snow, and other objectionable substances. Picking, barring, wedging, streams of water under sufficient pressure, stiff brushes, hammers, steam jets, and other effective means may be used to accomplish this cleaning. All free water left on the surface of the rock shall be removed.

203.042 Explosives

The Contractor shall keep explosives on the site only in such quantity as may be needed for the work under way and only during such time as they are to be used. Contractor shall notify the Engineer, in advance, of his intention to store and use explosives. Explosives shall be stored in a secure manner and separate from all tools. Caps or detonators shall be safely stored at a point over 100 feet distant from the explosives. When the need for explosives has ended, all such materials remaining on the work shall be promptly removed from the premises.

The Contractor shall observe all municipal ordinances and State and Federal laws relating to the transportation, storage, handling, and use of explosives. In the event that any of the above mentioned laws, ordinances, or regulations require a licensed blaster to perform or supervise the work of blasting, said licensed blaster shall, at all times, have his license on the work and shall permit examination thereof by the Engineer or other officials having jurisdiction.

203.043 Blasting Precautions

All operations involving explosives shall be conducted with all possible care to avoid injury to persons and property. Blasting shall be done only with such quantities and strengths of explosives and in such manner as will break the rock approximately to the intended lines and grades and yet will leave the rock not excavated in an unshattered condition. Care shall be taken to avoid excessive cracking of the rock upon or against which any structure will be built, and to prevent injury to existing pipes or other structures and property above or below ground. Rock shall be well covered with logs or mats, or both, when required. Sufficient warning shall be given to all persons in the vicinity of the work before a charge is exploded.

All blasting shall be completed within a distance of 50 feet before any portion of a masonry structure is placed or any pipe is laid.

Any site where electric blasting caps are located or where explosive charges are being placed or have been placed shall be designated as a "Blasting Area". A "Blasting Area" within three hundred (300) feet of any traveled way shall be marked by approved signs with information similar to the following:

"BLASTING AREA - TURN OFF RADIO TRANSMITTERS"

and on the reverse side:

"END OF BLASTING AREA"

The Contractor shall notify each public utility company having structures in proximity to the site of the work of his intention to use explosives and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

All persons within the danger zone of blasting operations shall be warned by the Contractor, and no blasting shall be done until the zone is cleared. Flagmen, furnished by the Contractor, shall be so stationed as to stop all approaching traffic during blasting operations.

The Contractor shall be liable for all damages to persons or property caused by blasting or explosions, or arising from neglect to properly guard and protect the excavations and all portions of the work, and Contractor shall wholly indemnify the Owner against all claims on such account. No compensation will be allowed the Contractor in any event, or under any circumstances, for loss incurred by him or arising from his neglect to fully comply with these requirements.

203.044 Excess Rock Excavation

If rock is excavated beyond the limits of payment indicated in the drawings, specified, or authorized in writing by the Engineer, the excess excavation, whether resulting from over-breakage or other causes, shall be backfilled, by the Contractor at no cost to the City.

In pipe trenches, excess excavation below the elevation of the bottom of the bedding, cradle, or envelope shall be filled with material of the same type, placed and compacted in the same manner, as specified for bedding, cradle, or envelope. Excess excavation above said elevation and outside of trench pay width shall be filled with earth as specified in the specifications at no cost to the City.

203.045 Blasting Records
The Contractor shall keep and submit to the Engineer an accurate record of each blast. The record shall show the general location of the blast, the depth and number of drill holes, the kind and quantity of explosives used, and other data required for a complete record.

203.046 Shattered Rock
If the rock below normal depth is shattered due to drilling or blasting operations of the Contractor, and the Engineer considers such shattered rock to be unfit for foundations, the shattered rock shall be removed and the excavation shall be backfilled with concrete as required, except that in pipe trenches crushed stone may be used for backfill, if approved. All such removal and backfilling shall be done by the Contractor, at no additional cost to the City.

203.047 Removal of Boulders
Piles of boulders or loose rock encountered within the limits of earth embankments shall be removed to a suitable place of disposal.

203.048 Disposal of Excavated Rock
Excavated rock may be used in backfilling trenches subject to the following limitations:

1. Pieces of rock larger than permitted under the section titled Excavation and Embankment: Section 203.01, shall not be used for this purpose.
2. The quantity of rock used as backfill in any location shall not be so great as to result in the formation of voids.
3. Rock backfill shall not be placed within 18-inches of the surface of the finish grade.

Surplus excavated rock shall be disposed of as specified in Section 203.06, "Waste Areas".

203.049 Backfilling Rock Excavations
When rock has been excavated and the excavation is to be backfilled, the backfilling above normal depth shall be done as specified under the "Excavation and Embankment, Section 203". If material suitable for backfilling is not available in sufficient quantity from other excavations as approved by the Engineer, the Contractor shall furnish and install suitable material from outside sources, under pay item 203.25 "Granular Borrow".

203.06 Waste Area
This subsection is revised to read as follows:

1. Surplus Earth and Rock Excavation:
   If the Contractor proposes to permanently place or permanently stockpile any surplus soil and rock, including soil or rock unsuitable for trench backfill or embankment construction, on property in the City of Portland, the Contractor or property owner shall obtain any Site Plan Permit required from the City Planning Authority or any Fill Permit required from the MaineDEP or U. S. Army Corps of Engineers, before the surplus soil and rock is permanently placed or stockpiled. The Contractor shall provide copies of the required permits to the Engineer. Stockpile locations shall meet the applicable setback requirements in the City Land Use Code.
2. Temporary Stockpiles:
   If the contractor proposes to temporarily stockpile any surplus soil and rock, including soil or rock unsuitable for trench backfill or embankment construction, in the City of Portland, the contractor shall obtain approval for each stockpile location from the Engineer. Stockpile locations shall meet the applicable setback requirements in the City Land Use Code.

3. Trees, Stumps and other Material, Excepting Granular Material:
   The disposal of trees, stumps, stubs and brush shall be the responsibility of the Contractor. If the disposal site is within private property, the Contractor shall be required to obtain written permission from the landowner for use of the disposal site for the above mentioned materials. A copy of the permission and evidence of a fill permit if required shall be provided to the Engineer. The Contractor or landowner shall obtain a dumping permit at 55 Portland Street.
4. Surplus Cobblestones, Bricks, and Granite Curb Stone:
   Cobblestones, bricks and curbing removed during construction and not incorporated into the project shall remain the property of the City and shall be cleaned to remove all excess granular material there from and hauled to a storage area or project site in the City, as directed by the Engineer. Bricks shall be palletized and curbing shall be stockpiled in an organized manner at the approved location.

203.18 Method of Measurement

Test pits will be measured per vertical foot.

In the fourth paragraph of this subsection, the sentence stating, "when measured in vehicles, the quantity for payment shall be 90 percent of the quantity determined for earth", delete 90 percent and insert 80 percent.

203.19 Basis of Payment

Common excavation will be measured per cubic yard and shall be full compensation for excavating material in the existing esplanade areas, including disposal of unsuitable and surplus material when necessary.

This subsection shall be amended by the addition of the following paragraph:

The accepted quantity of test pit excavation will be paid for at the contract unit price per vertical foot. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for excavation, test excavation, backfilling, pavement replacement as applicable, disposal of materials and protection of utilities.

Payment will be made under:

Pay Item		**Pay Unit**
203.20	Common Excavation	Cubic Yard

SUPPLEMENTAL SPECIFICATION
SECTION 401 - PLANT MIX PAVEMENTS - GENERAL

The provisions of Section 401 of the Standard Specifications shall apply with the following additions and modifications:

401.11 Preparation Of Existing Surfaces

All streets to be paved shall be swept of all debris (sand, grass, etc.) prior to paving. Any grass or other vegetation growing in the street shall be removed prior to paving. Tack coat shall be applied per Supplemental Specification Section 409.

Where pavement placed under this Contract joins an existing pavement, the existing pavement, when directed by the Engineer, shall be removed a minimum of 1-foot wide and 1 ½-inch deep in order to provide a vertical butt joint. The butt joint shall also be tack coated.

All streets to be shimmed shall be reviewed with Paving Inspector prior to placement to determine depth or grade to be achieved.

All vertical cuts in existing pavements shall be tack coated. The surface of the joint once completed shall be flush with the existing pavement.

Specified compaction of bituminous pavement in all work included in this contract shall be achieved without the assistance of vibratory action of the roller unless otherwise directed.

All work under this section shall be considered incidental to the related contract pay items.

401.17 Joints:

All vertical cuts in existing pavements shall be treated with an approved asphaltic tack coat material. The surface of the joint once completed shall be flush with the existing pavement. Vertical joints in Grading 12.5mm shall be offset from vertical joints in 19mm horizontally by at least one foot.

SUPPLEMENTAL SPECIFICATION
SECTION 403 – HOT BITUMINOUS PAVEMENT

The provisions of Section 403 of the Standard Specifications shall apply with the following additions or modifications:

403.02 General

This section shall include Hot Bituminous Pavement – Grading "B" (19.0mm) and Hot Bituminous Pavement - Grading "D" (9.5 mm), which shall be placed in bituminous sidewalk and bituminous driveway areas and along vertical curb placed as a vertical separator at the backside of portions of new brick sidewalks which are adjacent to parking lots.

Temporary trench patch asphalt shall be placed in all street trenches if the Contractor is not going to be actively working that area at the site for more than 16 hours (e.g., over a weekend). Temporary trench patch asphalt may be required for curb installation if the weather conditions do not meet MaineDOT specifications for placing pavement. All temporary pavement shall be removed and replaced with final pavement that is placed in accordance with the specifications. Refer to Supplemental Specification 108.4.1 for information regarding price adjustment for Hot Mix Asphalt.

403.04 Method of Measurement

The method of measurement for Hot Bituminous Pavement – Grading "B" (19.0 mm) and Hot Bituminous Pavement – Grading "D" (9.5 mm) HMA will be measured by the ton.

403.05 Basis of Payment

The accepted quantity for Hot Bituminous Pavement – Grading "B" (19.0mm) and Hot Bituminous Pavement - Grading "D" (9.0 mm) will be paid for at the contract unit price per ton in place. This price will include fine grading, tack coat, and all labor, materials, and equipment necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
403.207	Hot Bituminous Pavement – Grading "B" (19.0 mm)	Ton
403.210	Hot Bituminous Pavement – Grading "D" (9.5 mm)	Ton

SUPPLEMENTAL SPECIFICATION
SECTION 409 - BITUMINOUS TACK COAT

The provisions of Section 409 of the Standard Specifications shall apply with the following additions or modifications:

409.07 Application of Bituminous Material

The rates of application shall be 0.050 gallons per square yard when paving over milled surfaces. During application, care shall be taken to assure curbing shall not be discolored. Curbing discolored by tack coat shall be cleaned by Contractor at no cost to the City.

409.08 Method of Measurement

The application of the bituminous tack coat will be incidental to the application of Hot Mix Asphalt and will require no measurement or payment.

409.09 Basis of Payment

The payment for this work will be incidental to Section 403 - Hot Bituminous Pavement.

SUPPLEMENTAL SPECIFICATION
SECTION 607 - FENCES

The provisions of Section 607 of the Standard Specifications shall apply with the following additions and modifications:

607.01 Description
This work shall include the relocation of a chain link fence post as shown on the plans.

607.06 Method of Measurement
Chain link fence post relocation will be measured by lump sum.

607.07 Basis of Payment
The accepted quantity for relocation of chain link fence post will be paid for at the contract lump sum price for removal and relocation of the existing fence post, complete, to a location approved by the Resident. Payment shall be full compensation for removal, backfilling holes, and for all incidentals necessary to satisfactorily complete the work.

Payment will be made under:

Pay Item		Pay Unit
607.244	Relocate Chain Link Fence Post	Lump Sum

SUPPLEMENTAL SPECIFICATIONS
SECTION 608 - SIDEWALKS & DRIVEWAYS

The provisions of Section 608 of the Standard Specifications shall apply with the following additions and modifications:

608.01 Description

This work shall consist of the construction of brick sidewalks on bituminous concrete base, reinforced concrete sidewalks, and the construction of asphalt or Portland cement concrete driveways on a crushed gravel base, in accordance with these specifications and in reasonably close conformity with the lines and grades and shown on the plans. Limits of the work where new brick, bituminous asphalt, or Portland Cement Concrete pavement will match existing shall be cleanly saw cut prior to demolition operations.

This work shall include the construction of sidewalk ramps at locations as shown on the plans and shall be in accordance with the sidewalk pedestrian ramp typical details and with the current Americans with Disabilities Act requirements.

608.02 Materials

Materials shall meet the requirements specified in the following sections.

608.03Portland Cement Concrete Sidewalk and Driveway *Materials*

Materials shall conform to the requirements of the various subsections of the specifications listed below:

Portland Cement Concrete:	Shall conform to the requirements of Section 502 of the Standard Specifications for Structural Concrete, Class "A"
Preformed Expansion Joint Filler:	Shall conform to the requirements of subsection 705.01 of the Standard Specifications.
Welded Steel Wire Fabric:	Shall be 6" x 6" mesh with No. 10 wire and shall conform to the requirements of AASHTO designation M55, Welded Steel Wire Fabric for Concrete Reinforcement. All welded steel wire fabric shall comply with the American Iron and Steel (AIS) Requirements.

Construction Methods

a. Subgrade: The subgrade shall be shaped parallel to the proposed surface of the walks and drives and shall be thoroughly compacted. All depressions occurring shall be filled with suitable material and again compacted until the surface is smooth and hard.

b. Foundation: After the subgrade has been prepared, the base shall be constructed as shown on the Site Details Sheet.

c. Forms: Side and transverse forms shall be smooth, free from warp, of sufficient strength to resist springing out of shape, and of a depth to conform to the thickness of the proposed walks and drives.

d. Reinforcing: Welded wire fabric shall be placed 2 inches above the crushed gravel, and 2 inches from all finished edges, expansion joints and curbs. All fabric joints shall be overlapped a minimum of 1 foot and be properly tied.

e. Placing Concrete: The foundation shall be thoroughly moistened immediately prior to the placing of the concrete. The proportioning, mixing and placing of the concrete shall

be in accordance with the requirements of Section 502 - Structural Concrete.

f. Finishing: The surface shall be finished to produce a broomlike pattern. No plastering of the surface with mortar will be permitted. The finish shall result in a surface of uniform texture and uniform color. All outside edges of the slab and all joints shall be rounded with a 1/4" radius edging tool.

g. Joints: Slabs shall be placed alternately in lengths not to exceed 30 feet or as directed and shall be separated by an expansion joint of preformed expansion filler 1/2 inch in thickness.

h. The sidewalk surface shall be scored into block units of not more than 40 square feet as directed. The depth of the scoring shall be at least one quarter of the thickness of the slabs.

i. When a concrete sidewalk is constructed adjacent to a building, retaining wall or other fixed structure, a ¼-inch-thick preformed joint filler shall be used between the slab and the structure.

j. Curing: Concrete shall be cured for at least 72 hours. Curing shall be by means of Thompson's Water Seal as manufactured by E. A. Thompson Co., Inc. of Memphis, Tennessee, boiled linseed oil, white pigmented curing compound, or by other approved methods. During the curing period, all traffic, both pedestrian and vehicular, shall be excluded. Vehicular traffic shall be excluded for such additional time as field conditions may require.

k. Restoring Disturbed Sidewalks: The Contractor shall restore all cement concrete sidewalks disturbed by construction operations to the conditions that existed prior to construction. The thickness of the slab shall be equal to or greater than the existing. Welded steel wire fabric shall be required for all sections greater than three feet (3') in length or width.

A 12" bituminous strip shall be placed at the gutter line on all concrete driveways as a transition between driveway and street.

608.04 Hot Bituminous Sidewalk and Driveway

Materials

Material for bituminous concrete base courses and surface courses for sidewalks and driveways shall conform to the requirements of Section 403 of the Standard Specifications for Hot Bituminous Pavement, Grading "B" and Grading "C" respectively. Crushed gravel base shall conform to the requirements of Section 304 of these specifications for Aggregate Base Course - Crushed, Type "B".

Construction Methods

Excavation: Excavation shall be made to the required depth and width. The foundation shall be shaped and compacted to a firm even surface conforming to the section shown on the plans and typical details. All soft and yielding material shall be removed at the direction of the City and replaced with acceptable material.

Sidewalk Construction: Sidewalks shall be constructed as shown on the Site Details Sheet.

Driveway Construction: Driveways shall be constructed as shown on the Site Details Sheet.

Placing Bituminous Material: Bituminous material shall be placed on the compacted base course in two courses, one base and one surface, so as to give the required depth when rolled. Compaction shall be accomplished by means of a power roller having a minimum total weight of 2,000 pounds with a minimum of 65 pounds per inch of width of the drive roll or by satisfactory power vibratory

compaction equipment. In areas inaccessible to other equipment, hand tamping will be permitted. In any case the bituminous material shall be uniformly compacted.

608.41 Brick Sidewalk

Materials

Materials shall conform to the requirements of the various subsections of the specifications listed below:

New Brick: Conform to the various subsections of the specifications listed below.

Brick - Brick shall conform to requirements of ASTM Standard Specifications for Building Brick (made of clay or shale) Designation C62-66 for Grade SW with the following modifications:

a. The absorption limits shall be from 8 to 12 per cent for the average of 5 bricks.
b. The compressive strength shall not be less than 8000 pounds per square inch (psi).
c. The modulus of rupture shall not be less than 1000 pounds per square inch (psi).
d. The bricks shall be No. 1, wire cut type for paving.

Bricks shall be of standard size (2-1/4" x 3-3/4" x 8") with permissible variations not to exceed 1/16" in depth, 1/8" in width or 1/4" in length.

Bricks shall be as manufactured by the Pine Hall Brick Co. of Madison, North Carolina or an approved equal. Prior to ordering the brick, samples shall be submitted in whole straps to show color range.

All base courses and joints shall conform to the applicable subsections of Division 700 of the Standard Specifications.

Construction Methods

a. Subgrade: The subgrade for the sidewalks and driveways shall be shaped parallel to the proposed surface of the walks and drives and shall be thoroughly compacted. All depressions occurring shall be filled with a suitable material and again compacted until the surface is smooth and hard.

b. Foundation: After the subgrade has been prepared, a foundation of crushed gravel shall be placed upon it. After being thoroughly compacted, the foundation shall have a thickness as shown on the plans and typical details and shall be parallel to the proposed surface of the work.

c. Bituminous Base: A layer of hot bituminous pavement grading "B" shall be spread upon the properly prepared crushed gravel. After being thoroughly compacted, the bituminous base Sand-Cement Base: A layer of sand-cement base course material one (1") inch in thickness shall be spread upon the properly prepared bituminous base course. The course shall be thoroughly compacted and present a hard smooth surface parallel to the proposed finished slope and grade of the walks and drives. The ratio shall be six (6) parts of washed mortar sand to one (1) part Portland Cement.

d. Brick Placement: After the sand base course has been properly prepared, the brick shall be placed in the pattern shown on the plans and typical details. The brick shall be placed as closely together as possible and the sand joints between the brick shall be no wider than that allowed by the natural texture of the brick itself. NO OPEN JOINTS WILL BE ALLOWED. Brick shall be saw cut to fit spaces requiring less than a whole brick. No cut brick shall be less than two (2") inches in length. A journeyman brick mason shall supervise all brick placement.

   After the bricks are carefully set upon the properly prepared sand-cement base, a plank or heavy sheet of plywood covering several course of brick shall be placed upon the bricks and carefully rammed with a heavy hammer until the bricks reach a firm, unyielding bed and present a surface of the proper slope and grade. Any divergence from line and grade shall be

corrected by taking up and relaying the bricks. After the ramming of the bricks, a sufficient amount of sand-cement shall be spread over the surface and thoroughly swept or raked so as to fill the joints. All surplus sand-cement remaining on the sidewalk and driveway after the joints have been properly filled, shall be carefully removed by sweeping. Care shall be taken to avoid raking out the joints during removal of excess sand-cement. A final application of sand only shall be spread on the sidewalk. The application of sand shall then be removed by sweeping while the aforementioned precautions are being exercised.

A 12" wide bituminous strip shall be placed at the gutter line and at the back edge of the brick driveway as a transition between the brick and adjoining surfaces.

e. course shall have a minimum thickness of two (2") inches and shall be parallel to the proposed finish grade.

608.05 Method of Measurement

Portland cement concrete driveways will be measured by the square yard of finished surface, complete in place. Brick Sidewalks will be measured by the square yard of finished surface complete in place.

608.06 Basis of Payment

The accepted quantities of reinforced concrete sidewalk and driveway and brick sidewalk with bituminous base will be paid for at the contract unit price bid per square yard complete in place. This price shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for new hot bituminous pavement for driveways will be paid for under Section 403, Pay Items 403.208.

Payment will be made under:

Pay Item		Pay Unit
608.15	Brick Sidewalk with Bituminous Base	Square Yard
608.25	Hot Bituminous Concrete Sidewalk	Square Yard
608.26	Hot Bituminous Concrete Driveway	Square Yard

SUPPLEMENTAL SPECIFICATION
SECTION 608- DETECTABLE WARNINGS

The provisions of Section 608 of the Standard Specifications shall apply with the following additions and modifications:

608.01 Description

This work includes the installation of detectable warning panels in curb ramps at the locations shown in the plans and in accordance with the plans or as established by Project Personnel.

608.02 Materials

The detectable warning panels shall be 2 foot by 4 foot composite wet set (replaceable) tactile warning surface units as manufactured by ADA Solutions, Inc. (www.adatile.com), or approved equal. They shall meet all Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements for truncated domes, and when installed, shall be capable of producing the pattern of domes as shown in the plans.

The domes and the underlying surface shall have a minimum of 70% contrast with the light reflectivity of the adjoining surface as specified under the Americans with Disabilities Act Accessibility Guidelines (ADAAG) requirements for truncated domes.

Cast in place concrete shall meet specifications for MaineDOT Class A structural concrete, minimum compressive strength 4,000 PSI. Portland cement concrete shall meet the requirements of Section 502, Structural Concrete, Class A.

Construction Requirements

The detectable warning panels shall extend the full width of the ramp. The installation of the detectable warning panels shall be in accordance with the manufactures' recommendation. Prior to starting this work, the Contractor shall submit for approval the name of the selected supplier, manufacturer's literature describing the product, installation procedures, and routine maintenance required.

Existing Concrete or Asphalt Ramp

Existing concrete or asphalt shall be saw cut to a dimension 4 inches larger than the detectable warning panel area. New concrete shall be placed in the resulting opening and finished, and the new panels set into the wet concrete according to manufacturer recommendations. New panels shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage.

Existing and New Brick Ramps

Existing brick shall be removed to a dimension 4 inches larger than the detectable warning panel area. New brick shall be placed to a dimension 4 inches larger than the panel area. New concrete shall be placed in the resulting opening and finished, and the new panels set into the wet concrete according to manufacturer recommendations. New panels shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage.

New Concrete or Asphalt Ramp

New concrete shall be placed and finished for the ramp, and the new detectable warning panel set into the wet concrete, according to manufacturer's recommendations. New panels shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage

New Asphalt Ramps

Asphalt shall be saw cut and removed to provide an opening that will allow for the dimensions of the detectable warning panel, surrounded by an additional 4" border on all sides of the panel. New concrete shall be placed in the resulting opening and finished, and the new panels set into the wet concrete according to manufacturer recommendations. New panels shall be set square with the curb edge and the base of the truncated domes shall be flush with adjacent surfaces to allow proper drainage.

608.05 Method of Measurement

The detectable warning panel will be measured by the surface area of the completed panel in place.

608.06 Basis of Payment

Payment will be full compensation at the contract unit price for all labor, materials, and equipment required to install the detectable warning panel. This shall include surface preparation and removal of concrete or asphalt, and necessary replacement concrete.

Payment will be made under:

Pay Item		Pay Unit
608.10	Curb Ramp Detectable Warning Panel	Square Foot

SUPPLEMENTAL SPECIFICATION
SECTION 608A - SIDEWALK RAMPS

608a.01 Description

This work shall consist of the construction of sidewalk ramps at locations as required and shall be in accordance with sidewalk ramp typical details, with Section 608 and Section 609 of these Specifications and with the current Americans with Disabilities Act requirements.

608a.02 Materials

Each sidewalk ramp shall be constructed using materials as required for sidewalk and curb construction as specified in Section 608 and Section 609 and Special Provision Section 608.

608a.025 Construction Requirements

The Contractor shall install a drip box over right-of-way or bench monuments existing in areas of ramp installation. Existing monuments may need to be altered to grade prior to placement of drip box. Contractor's method of altering grade shall be pre-approved by the City's survey section. The City will provide drip boxes to be installed at no additional cost to the City. Other right-of-way and bench monuments within the construction area shall not be disturbed during construction.

608a.03 Measurement and Payment

Sidewalk ramps, including curb, will be measured and paid for as provided in Sections 608 and 609, Sidewalks and Curb. Adjustment to existing monuments and installation of drip boxes will be considered incidental to this contract.

Existing monuments disturbed or damaged shall be replaced by new granite monuments at no additional cost to the City.

SUPPLEMENTAL SPECIFICATION
SECTION 609 - CURB

The provisions of Section 609 of the Standard Specifications shall apply with the following additions and modifications:

609.01 Description

This work shall include all (5") straight and circular Vertical Curb Type 1 to be set including new terminal (tipdown) curb and sidewalk ramp curb; locations are shown on the plans. Material shall be in accordance with Section 712.04 except that drill holes through the curb will not be allowed.

609.03 Vertical Stone Curb, Terminal Section and Transition Sections

All joints of the curb shall have a four inch (4") by eight and one half inch (8-1/2") pad on the back side. The pad shall be filter fabric such as that used for underdrain or for roadway stabilization. The pad shall be placed in full contact with the curb from a half inch (1/2") below top of curb to two inches (2") below gutter grade and backfilled to hold in place.

609.081 Removing and Stacking Vertical Curbing, Terminal Curbing, Transition Sections, Curb Inlets, and Curb Corners (Type 1)

The Contractor shall be responsible for the removal without damage, cleaning and stacking at a City designated location, all straight and curved curbing, terminal sections and curb corners which are designated to be replaced with new curb and shall be incidental to Item 609.11. Removal of curbing so designated shall be in accordance with the requirements of Subsection 609.08.

Removing and stacking curb or edging shall include all labor, equipment, tools and materials for excavating, removing, cleaning, backfilling, handling, stacking and any incidental work necessary.

609.09 Method of Measurement

Vertical curb will be measured by the linear foot. Removing and stacking of existing curb will be measured by the linear foot. Terminal curb will be measured by each.

609.10 Basis of Payment

The accepted quantity for curb will be paid for at the contract unit price, complete in place. This price includes the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment will be made under:

Pay Item		Pay Unit
609.11	Vertical Curb Type 1	Linear Foot
609.12	Vertical Curb Type 1 – Circular	Linear Foot
609.234	Terminal Curb Type 1 – 4 Foot	Each
609.2341	Terminal Curb Type 1 – 4 Foot Circular	Each
609.2371	Terminal Curb Type 1 – 7 Foot Circular	Each
609.238	Terminal Curb Type 1 – 8’	Each
609.2381	Terminal Curb Type 1 – 8’	Each
609.38	Reset Curb Type 1	Linear Foot

SUPPLEMENTAL SPECIFICATION
SECTION 615 - LOAM

The provisions of Section 615 of the Standard Specifications shall apply with the following additions and modifications:

615.01 Description

Provide and furnish all labor, materials and equipment required or inferred from the Contract Drawings and Specifications to complete the Work of this Section.

615.02 Method of Measurement

Loam will be measured by the cubic yard complete in place after finishing to the required depths as shown on the plans or directed.

615.03 Quality of Loam

Topsoil shall be fertile, friable natural loam of the following types: sandy loam, clay loam, loam, silt loam, sandy clay loam, or other soil approved by the Landscape Architect. It shall not have a mixture of subsoil and contain no slag, cinders, stones, sticks, roots, trash or other extraneous material larger than 1.5" in diameter or length. Topsoil must also be free of noxious weeds. All topsoil shall be tested by a recognized laboratory for pH and soluble salts. A pH of 4.5 to 7.5 is required. Topsoil shall not contain soluble salts higher than 500 parts per million and shall not contain more than 20 percent organic matter or less than 3 percent organic matter. Phosphorus, nitrogen and potassium shall be in the medium to medium-high range according to standard soil test results.

In plant beds containing herbaceous perennials, and in tree pits, planting soil comprising topsoil/loam (as specified above) and soil amendments shall be used.

Planting Soil in tree pits shall be composed of the following (mix component % by moist volume)

1. 45-50% topsoil/loam (as specified), unscreened
2. 40-45% coarse sand
3. 10% compost

Final tested organic matter shall be between 2.75% and 4% (dry weight).
Mix the Coarse Sand and Compost together first and then add to the Topsoil. Mix with a loader bucket to loosely incorporate the Topsoil into the Coarse Sand/Compost Mix. Do not over-mix. Do not mix with a soil blending machine. Do not screen the soil. Clumps of Soil, Compost and Coarse Sand will be permitted in the overall Mix. At the time of final grading, add fertilizer and/or lime if required to the Planting Soil at rates recommended by the testing results for the plants to be grown.

Planting Soil Mix for Perennial Plantings shall be composed of the following: (mix component % by moist volume)

1. 40% topsoil/loam (as specified), unscreened
2. 25% humus
3. 15% pine bark mulch (finger nail sized chips, 1/4 inch max.)
4. 10% "Nature's Helper"
5. 5% sterilized composted cow manure
6. 5% sand (angular builders sand) decrease amount if topsoil has a high percentage of sand.

7. Lime at a rate of 5 pounds per 50 square feet of bed area (adjust for alkaline soils).

Humus shall be omitted from planting soil mixes if topsoil used has an organic content of 40 percent or greater as determined by the topsoil test report.

615.04 Basis of Payment

The accepted quantities of loam will be paid for at the contract unit price per square yard complete in place.

Payment will be made under:

Pay Item		Pay Unit
615.071	Loam, Seed & Mulch - 6” Loam Depth, All Seeded Areas)	Lump Sum

SUPPLEMENTAL SPECIFICATIONS
SECTION 619 - MULCH

The provisions of Section 619 of the Standard Specifications shall apply with the following additions and modifications:

619.01 Description

Provide and furnish all labor, materials and equipment required or inferred from the Contract Drawings and Specifications to complete the Work of this Section. Bark mulch shall be placed at a minimum depth of 2 inches in plant beds.

619.02 Method of Measurement

Mulch will be measured by the cubic yard complete in place after finishing to the required depths as shown on the plans or directed.

619.03 Quality of Mulch

Shredded & Aged Bark: shall consist of bark fibers shredded from either softwood trees or hardwood trees that shall be free of chunks of wood or other debris and whose fibers shall not exceed 4" in length and shall be of a consistent texture and color.

619.04 Basis of Payment

The accepted quantities of loam will be paid for at the contract unit price per cubic yard complete in place.

Payment will be made under:

Pay Item		Pay Unit
619.1301	Bark Mulch	Cubic Yard

SUPPLEMENTAL SPECIFICATIONS
SECTION 621 - LANDSCAPING

The provisions of Section 621 of the Standard Specifications shall apply with the following additions or modifications:

621.001 Description

Provide and furnish all labor, materials and equipment required or inferred from the Contract Drawings and Specifications to complete the Work of this Section.

621.0037 Method of Measurement

The quantity of plants to be measured for payment will be the number of individual plants furnished and planted as required and accepted, excluding replacements.

621.0038 Quality Assurance

All plants shall conform to the current edition of the "USA Standard for Nursery Stock" sponsored by the American Association of Nurserymen (AAN), unless otherwise indicated in the plans or specifications.

All plants shall be first class representatives of their normal species or varieties, unless otherwise specified. All plants must have a good, healthy, well-formed upper growth and a large, fibrous, compact root system. Plants sheared into stiff or formal shapes will be rejected unless they have outgrown such shearing.

All plants shall be nursery grown unless otherwise stipulated. No plant will be considered nursery grown unless it has been transplanted at least once and has been growing in a nursery for at least 2 full growing seasons.

All plants must be healthy and vigorous; free from disease, injuries, insects and their eggs or larva, mechanical wounds, decay, or any other defects.

All plants shall be true to name. Each plant when not tied in bundles shall be labeled legibly and securely. The current edition of "Standardized Plant Names" prepared by the Editorial Committee of the American Joint Committee on Horticultural Nomenclature shall be the authority for all plant names. The Landscape Architect will reject any plants concerning any doubt or confusion arising about nomenclature, either at the time of delivery or at any subsequent time.

The Landscape Architect reserves the right to plainly ark all rejected plants with paint or by other means to ensure that they are not used on the job. Rejected plants may not be used on the project, will not be paid for, and must be replaced by the contractor with approved plants.

621.0039 Layout

The location of plants as shown on the plans shall be considered approximate only. The exact locations will be designated on the ground by the Landscape Architect, upon request. Plant quantities may, in some cases, be increased or decreased.

621.0040 Setting Plants

The plants shall be set plumb and straight in the prepared plant bed(s), and level such that the top of plant crown is equal height to the top of mulch.

621.0041 Basis of Payment

Each item of "Planting" will be paid for at the contract unit price for each accepted plant furnished and planted. Payment shall constitute full compensation for; furnishing and placing plants, digging, delivering, rodent protection, preparing plant pits, beds and drains; planting, watering, fertilizing, mulching, pruning, and the cleanup of planting areas; for all, fertilizer, mulch and other necessary materials; all labor, equipment, tools and any other incidentals necessary to complete the work.

Payment will be made under:

Pay Item		Pay Unit
621.71	Herbaceous Perennials GP A	EA
621.273	Large Deciduous Tree (2-2.5” cal.) GP A	EA

SUPPLEMENTAL SPECIFICATION
SECTION 627 - PAVEMENT MARKINGS

The provisions of Section 627 of the Standard Specifications shall apply with the following additions or modifications:

627.01 Description

This work shall consist of installation of pavement lines and markings at all proposed pavement marking location ns indicated on the Drawings in accordance with manufacturer's specifications. This work includes provision of temporary pavement markings and pavement marking in all areas where existing pavement markings are damaged or removed by the Contractor's operations, and to be provided as many times as necessary, to properly delineate traffic lanes and crosswalks for the safe passage of traffic and pedestrians.

627.09 Method of Measurement

Pavement markings installation accepted for payment will be the actual square footage installed and accepted, complete in place, as applicable to the Pay Item.

627.10 Basis of Payment

The accepted quantity of temporary pavement markings installed will be paid for at the contract lump sum price,, and the accepted quantity of preformed thermoplastic pavement marking will be paid for at the contract unit price per square foot of preformed thermoplastic pavement markings furnished and installed. This will be full compensation for all labor, materials, tools, and equipment necessary to complete the work described herein, and all else incidental thereto for which payment is not provided under other items. No payment will be made for provision of pavement markings as a result of damage or removal by the Contractor's operations.

Payment will be made under:

Pay Item		Pay Unit
627.733	4" White or Yellow Pavement Marking Line	Linear Foot
627.75	White or Yellow Pavement & Curb Marking	Square Foot
627.76	Temporary Pavement Marking Line, W or Y	Lump Sum
627.77	Removing Pavement Markings	Square Foot

SUPPLEMENTAL SPECIFICATION
SECTION 629 – HAND LABOR

The provisions of Section 629 of the Standard Specifications shall apply with the following additions and modifications:

629.04 Basis of Payment

The accepted quantities of labor will be paid at the contract unit price per hour.

Payment will be made under:

Pay Item		Pay Unit
629.05	Hand Labor, Straight Time	Hour
629.06	Mason, Straight Time	Hour

SUPPLEMENTAL SPECIFICATION
SECTION 631 – EQUIPMENT RENTAL

The provisions of Section 631 of the Standard Specifications shall apply with the following additions and modifications:

629.04 Basis of Payment

The accepted quantities of labor will be paid at the contract unit price per hour.

Payment will be made under:

Pay Item		Pay Unit
631.10	Air Compressor (Including Operator)	Hour
631.11	Air Tool (Including Operator)	Hour
631.12	All Purpose Excavator (Including Operator)	Hour
631.14	Grader (Including Operator)	Hour
631.172	Truck – Large (Including Operator)	Hour
631.22	Front End Loader (Including Operator)	Hour
631.36	Foreman, Straight Time	Hour

SUPPLEMENTAL SPECIFICATION
SECTION 637 – DUST CONTROL

The provisions of Section 637 of the Standard Specifications shall apply with the following additions or modifications:

637.01 Description:
This work shall consist of applying water and calcium chloride to control dust resulting from traffic and Contractor's operations and sweeping of project area.

637.06 Basis of Payment:
Dust control will be paid for at the contract lump sum price. Payment will be full compensation for furnishing and applying water and calcium chloride as required, as well as sweeping of the project area.

637.05 Method of Measurement
Water and calcium chloride acceptably applied for the item Dust Control, as well as sweeping of the project area, will be measured for payment as one lump sum. It is assumed that 25% of the effort/cost will be to support the CDBG improvements (this Contract 2 of 3), and 75% to support the SRF improvements (Contract 1 of 3).

Payment will be made under:

Pay Item		Pay Unit
637.071	Dust Control	Lump Sum

SUPPLEMENTAL SPECIFICATION
SECTION 645 – HIGHWAY SIGNING

The provisions of Section 645 of the Standard Specifications shall apply with the following additions or modifications:

645.01 Description

This work shall include removal and resetting or relocation of existing signs within the limits of work, and the placement of two pedestrian warning signs and plaques, as follows:

MUTCD Code	Description	Dimensions
W11-2	Pedestrian Crossing Road Sign	30” x 30”
W16-7P	Crosswalk Left Arrow Sign	24” x 12”

These signs and plaques shall have fluorescent yellow-green background.

645.09 Method of Measurement

Relocation of existing signs shall be incidental to Pay Item 608.15, except for the Aikido sign located in the parking lot to the right at approximately Station 8+30, as noted on Sheet 3 of the Contract Drawings. New pedestrian warning signs and plaques installation accepted for payment will be the actual square footage installed and accepted, complete in place, as applicable to the Pay Item.

645.09 Basis of Payment

The accepted quantity of relocation of the Aikido sign will be paid for at the contract lump sum price, and new signs and plaques will be paid for at contract unit price per square foot. This will be full compensation for all labor, materials, tools, and equipment necessary to complete the work described herein, and all else incidental thereto for which payment is not provided under other items.

Payment will be made under:

Pay Item		Pay Unit
645.1061	Relocate Sign	Lump Sum
645.292	Regulatory, Warning, Confirmation, and Route Marker Assembly Signs Type II	Square Foot

SUPPLEMENTAL SPECIFICATION
SECTION 652 - MAINTENANCE OF TRAFFIC

The provisions of Section 652 of the Standard Specifications shall apply with the following additions

652.3.6 Traffic Control

All work areas within the project - No construction work shall be performed during the following hours, without prior written approval from the City.

A. From September 1 of any year through May 31 of the following year, no construction work shall be performed between 7:00 p. m. of any day and 7:00 a. m. of the following day.
B. From June 1 of any year through August 31 of the same year, no construction work shall be performed between 8:00 p. m. of any day and 7:00 a. m. of the following day.
C. On Saturdays, Sundays, and legal holidays, construction work shall not be performed before 8:00 a. m.

The following general traffic control items shall be incorporated into the traffic control plan for this project:

- Contractor shall maintain access to all driveways within the project limits. Two way traffic shall be maintained at all times in the project area. Two way traffic flow must be maintained on all streets during non-working hours.
- Contractor shall submit a written and graphic Traffic Control Plan to the City for review and approval. The TCP must be approved before any work may be started.

652.7 Method of Measurement

Flagger time will be measured by the hour. It is assumed that 25% of the total flagger time will be to support the CDBG improvements (this Contract 2 of 3) and 75% would support the SRF improvements (see Contract 1 of 3). Work Zone Traffic Control efforts would be broken down accordingly.

652.8 Basis of Payment

Preparation of traffic control plans, constructions signage, electronic variable message signs, barrels, cones, barriers, maintenance of traffic control devices, flaggers, and other necessary incidentals to maintain traffic in accordance with the specifications and the MUTCD shall be paid for Lump Sum under item 652.39 Work Zone Traffic Control.

Payment will be made under:

Pay Item		Pay Unit
652.38	Flagger	Hour
652.39	Work Zone Traffic Control	Lump Sum

SUPPLEMENTAL SPECIFICATION
SECTION 656 - TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

The provisions of Section 656 of the Standard Specifications shall apply with the following additions and modifications:

656.01 Description

Contractor shall provide temporary soil and water pollution control as necessary. Catch basin filter sacks shall be installed in all existing catch basins within the limits of work, and immediately downgradient as determined by the Engineer.

645.09 Method of Measurement

Temporary soil erosion and water pollution work for this project will be paid for by Lump Sum. It is assumed that 25% of the effort/cost will be to support the CDBG improvements (this Contract 2 of 3), and 75% to support the SRF improvements (see Contract 1 of 3).

Payment will be made under:

Pay Item		Pay Unit
656.75	Temporary Soil Erosion and Water Pollution Control	Lump Sum

SUPPLEMENTAL SPECIFICATION
SECTION 700 - MATERIAL DETAILS

The following are revisions and additions to the Standard Specifications. Provisions contained herein shall be considered to supplement or supersede those portions of the Standard Specifications as they apply to the Contract.

The GENERAL STATEMENT of this Division is hereby revised to read as follows:
All materials which are to be used in the work for which there is no prescribed testing by the project inspectors or other certified laboratories, the Contractor shall, prior to final acceptance as specified in subsection 105.17(b), submit a Materials Certification Letter similar to:

Company Letterhead

Mr._____Resident Date_____

Address_____ Project No._____

_____ Town_____

"This is to certify that the below listed materials, which are incorporated into the above designated project, comply with the pertinent specified material requirements of the contract. Processing, project testing and inspection control of raw materials are in conformity with the applicable drawings and/or standards of all articles furnished. (List only those items used.)

Castings, Grates, Frames and Traps
Concrete Blocks, Bricks, Precast Sections, Appurtenant Structures
Culverts, Underdrain, Sanitary Sewer Pipe and Storm Drain Pipe
Regulatory Signs and Posts

All records and documents pertinent to this letter and not submitted herewith shall be maintained available by the undersigned for a period of not less than three years from the date of completion of the project.

The Materials Certification letter shall be signed by a person having legal authority to bind the Contractor.

Materials for which the above Certificate is acceptable may be subject to random sampling and testing by the City. Certified materials which fail to meet specification requirements may not be accepted.

SUPPLEMENTAL SPECIFICATION
SECTION 703 -AGGREGATES

The provisions of Section 703 of the Standard Specifications shall apply with the following additions and modifications:

703.02 Coarse Aggregate for Concrete

Designated Aggregate Size

	Percent Passing Sieve				
Sieve Size	2 in.	1½ in.	1 in.	¾ in.	½ in.
2 in.	95-100	100	-	-	-
1-1/2 in.	-	95-100	100	-	-
1 in.	50-70	-	90-100	100	-
3/4 in.	-	50-70	-	90-100	100
1/2 in.	15-30	-	25-60	-	90-100
3/8 in.	-	10-30	-	20-55	-
No. 4	0-5	0-5	0-10	0-10	0-15
F.M. (+0.20)	7.45	7.20	6.95	6.70	6.10

Aggregate used in concrete shall not exceed the following maximum designated sizes:

a. 2 inches for mass concrete
b. 1-1/2 inch for piles, pile caps, footings, foundation mats, and walls 8 inches or more thick
c. 3/4 inch for slabs, beams, and girders.
d. 1/2 inch for fireproofing on steel columns and beams
e. 1 inch for all other concrete

703.06 (a) Aggregate Base

Aggregate base - crushed, type "B" shall not contain particles of rock which will not pass the two inch square mesh sieve, and shall conform to the type "B" aggregate, as listed in the subsection of the Standard Specifications.

"Crushed" shall be defined as consisting of rock particles with at least 50 percent of the portion retained on the 1/4 inch square mesh sieve, having a minimum of 2 fracture faces.

703.06 (b) Aggregate Subbase

Gravel subbase shall not contain particles of rock which will not pass the three inch square mesh sieve, and shall conform to type "D" Aggregate, as listed in this subsection of the Standard Specifications.

Gravel subbase shall not contain particles of rock which will not pass the three inch (3") square mesh sieve, and shall conform to type "D" Aggregate, as listed in this subsection of the Standard Specifications.

Sieve Size	Aggregate Type		
	Type B	Type D	Type F
3”	--	100	--
2”	100	--	--
1”	--	--	100
½”	35-75	--	--
¼”	25-60	25-70	60-100
No. 40	0-25	0-30	0-50
No. 200	0-5	0-7	0-7

703.12 Aggregate for Crushed Stone Dust Surface
Stone Dust shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
1/2"	100
No. 4	90 – 100
No. 10	50 – 70
No. 20	30 – 50
No. 60	20 – 30
No. 200	15 – 25

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
1 – inch	95 – 100
1/2 – inch	75 – 100
No. 4	50 – 100
No. 20	15 – 80
No. 50	0 – 15
No. 200	0 – 5.0

703.18 Common Borrow
Common borrow shall not contain any particle of bituminous material.

703.19 Granular Borrow
Granular borrow shall contain no particles which will not pass a three inch square mesh sieve.

703.20 Gravel Borrow
Gravel borrow shall not contain particles of rock which will not pass three inch square mesh sieve.

703.22 Underdrain Transition Course
Granular material for underdrain transition course shall be free from organic matter and shall conform to the following gradations:

703.30 Crushed Stone for Pipe Bedding and Underdrain Drainage Layer

"Crushed Stone" shall be defined as rock of uniform quality and shall consist of clean, angular fragments of quarried rock, free from soft disintegrated pieces or other objectionable matter.

Crushed stone used as a bedding material for pipe and underdrain shall be uniformly graded and shall meet the follow gradations:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
3/4 – inch	100
3/8 – inch	20 – 55
No. 4	0 – 10

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

703.31 Crushed Stone for Excavation Below Grade

Crushed stone shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
2-1/2 –inch	100
2 –inch	95 – 100
1-inch	0 – 30
¾-inch	0 – 5

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

703.50 Structural Fill

Structural fill shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
4 – inch	100
3 – inch	90 – 100
¼ - inch	25 – 90
No. 40	0 - 30
No. 200	0 - 5

The fill shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

ATTACHMENT A - CDBG PROGRAM FEDERAL CONSTRUCTION CONTRACT PROVISIONS

CITY OF PORTLAND, MAINE
CDBG PROGRAM
FEDERAL CONSTRUCTION CONTRACT PROVISIONS FOR CONTRACTS EXCEEDING $100,000

**"Strengthening a Remarkable City
Building a Community for Life"**

Planning & Urban Development Department
Housing & Neighborhood Services Division
389 Congress Street
Portland, Maine 04101
(207) 756-8246
TTY (207) 874-8936

HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

INFORMATION FOR BIDDERS
PLEASE READ CAREFULLY!

TO BE CONSIDERED A RESPONSIVE BIDDER
YOUR BID SUBMISSION MUST CONTAIN A BID GUARANTEE EQUIVALENT TO FIVE PERCENT OF THE BID PRICE AND THE FOLLOWING SIGNED AND COMPLETED CERTIFICATIONS:

For Contracts Between $10,000 and $100,000

1. **CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
2. **CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

For Contracts Exceeding $100,000

1. **CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES**
2. **CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**
3. **SECTION 3 AFFIRMATIVE ACTION PLAN**

Additional certifications by subcontractors prior to the start of work date

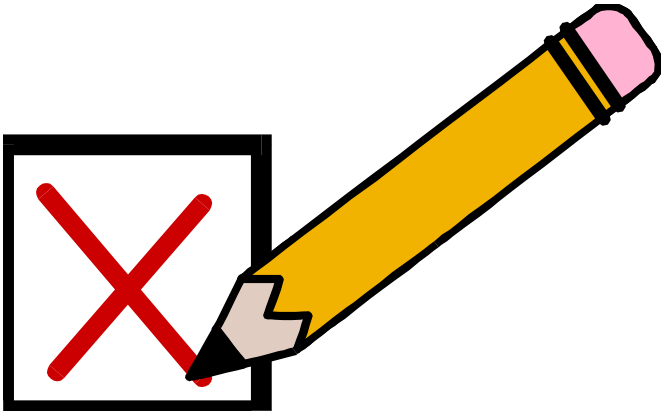
1. **For all subcontracts exceeding $10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity**
2. **For all subcontracts exceeding $100,000; Section 3 Affirmative Action Plan.**

Submission of Section 3 Utilization Report for Contracts Exceeding $100,000

Prime Contractors must submit a Section 3 Utilization Report to the CDBG grantee or their designee prior to final payment of CDBG funds for the project. This Report must include all Section 3 Employees of both the Contractor and all Subcontractors according to the terms of the Section 3 Affirmative Action Plan.

CERTIFICATIONS FOR PRIME BIDDER

Must be submitted with Bid



HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(For Prime Contracts Exceeding $100,000)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Name and address of bidder

_____

_____

_____

_____

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.

____ Yes ____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

____ Yes ____ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

____ Yes ____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

____ Yes ____ No

_____

Name and Title of Authorized Representative (print or type)

_____

Signature of Authorized Representative **Date**

HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES

(For Prime Contracts Exceeding $100,000)

Name of Prime Contractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____
Name and Title of Authorized Representative (print or type)

_____
Signature of Authorized Representative Date

HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NEW SECTION 3 REQUIREMENTS

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into distressed communities for projects designed to build and rehabilitate housing, improve roads, develop community centers, and otherwise assist families achieve the American Dream.
The Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities can also positively impact the lives of local residents who live in the neighborhoods being redeveloped.
Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.
As a condition of receiving HUD assistance recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

Applicability of Section 3 to Community Planning & Development Assistance

Contractors or subcontractors that receive contracts in excess of **$100,000** for Section 3 covered projects/activities are **required to comply** with the Section 3. Accordingly, the recipient must attempt to reach the **Section 3 minimum numerical goals** found at 24 CFR Part 135.30 by:

→ 1) Awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; and

→ 2) Offering 30 percent of new employment opportunities to Section 3 businesses.

Recipients that fail to meet the minimum numerical goals above bear the burden of demonstrating why it was not possible to do so. Such justifications should describe the efforts that were taken, barriers encountered, and other relevant information that will enable the Department to make a compliance determination.

Triggering the Requirements of Section 3

Section 3 is triggered when the normal completion of construction and rehabilitation projects creates the need for **new** employment, contracting, or training opportunities.
The Section 3 regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 businesses other than what is needed to complete covered projects/activities.
If the expenditure of covered funding does not result in new employment, contracting, or training opportunities, the requirements of Section 3 have not been triggered. However, each agency must still submit Section 3 annual reports indicating this information.

Recipient Responsibilities Pursuant to Section 3

Each recipient (and their covered contractors, subcontractors, or subrecipients) are required to comply with the requirements of Section 3 for employment, training, or contracting opportunities resulting from the expenditure of covered funding. This responsibility includes:

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;

2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;

3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 135.38];

4. Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns;

5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;

6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;

7. Documenting actions taken to comply with Section 3.

Section 3 Residents and Business Concerns

Section 3 Residents Are:

1. Residents of Public and Indian Housing; or

2. Individuals that reside in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and whose income do not exceed the local HUD income limits set forth for low- or very low-income households.

Section 3 Business Concerns Are One of the Following:

1. Businesses that are 51 percent or more owned by Section 3 residents;

2. Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents; or

3. Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above.

In accordance with the regulation, residents and businesses concerns seeking Section 3 preference shall certify, or submit evidence to the recipient, contractor, subcontractor or subrecipient (if requested) verifying that they meet the definitions provided above.
Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

For additional information, please visit the Section 3 website at: www.hud.gov/section3.

HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SECTION 3 AFFIRMATIVE ACTION PLAN

(Prime Contractor)
[For Prime Contracts that exceed $100,000]

_____, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of _____.

A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:

(i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;

(ii) Participants in HLJD Youthbuild Programs, and

(iii) Other Section 3 Residents.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.

D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over $100,000, and to require all bidders on subcontracts over $100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts over $100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:

(i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;

(ii) Applicants selected to carry out HUD Youthbuild projects;

(iii) Other Section 3 business concerns.

H. To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.

I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.

J. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.

K To submit reports to DECD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.

L. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.

M. To document utilization of Section 3 Employees on the covered project by having new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Income Worksheet as provided by DECD

N. To complete a Section 3 Utilization Report and submit said report to DECD, HUD, or their designee prior to final payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by DECD.

O. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

CONTRACTOR CERTIFICATION

As officers and representative of: _____
(Name of Contractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

_____
Name and Title of the Authorized Representative (print or type)

_____
Signature of Authorized Representative Date

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business _____

Address of Business _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned enterprise:

☐ Copy of resident lease
☐ Copy of evidence of participation in a public assistance program
☐ Copy of receipt of public assistance
☐ Other evidence

For business entity as applicable:

☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of owners/stockholders and % ownership of each
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes appointing officers
☐ Additional documentation

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full-time employees
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ Other evidence of Section 3 status less than 3 years from date of employment

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

_____ (Corporate Seal)
Authorizing Name and Signature

Attested by:_____

____ **Original Submission**

____ **Revision # _____**

CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

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

Contractor:_____ **Telephone:** _____ **Ext.** _____

Contact Person:_____ **Fax:** _____

E-mail: _____

BID PRICE: $_____ **BID DATE:** _____/_____/_____

PROJECT # _____ **PROJECT LOCATION:** _____

TOTAL ANTICIPATED DBE _____ % PARTICIPATION FOR THIS SUBMISSION

WBE•	DBE•	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost per Unit/Item	Actual $ Value
						Subcontractor Total ›	
						DBE Total >	

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

Equal Opportunity Use:

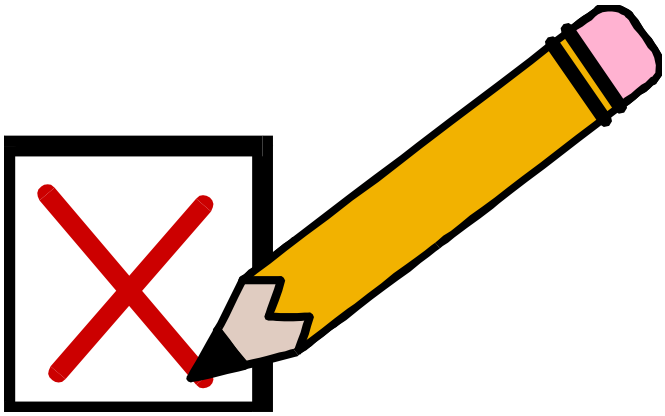
Form received: ___/___/___ Verified by: _____

cc: ☐ Contracts ☐ Other _____

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

SECTION 3 UTILIZATION REPORT

Must be submitted by Prime Contractor
Prior to receiving final payment of CDBG funds



HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SECTION 3 UTILIZATION REPORT

(To be Completed for all Prime Contracts Exceeding $100,000)

A. SECTION 3 EMPLOYEE INFORMATION

Name of CDBG Grantee: _____

Name of Project: _____

CDBG Project Number: _____ **Wage Decision Number:** _____

Number of Section 3 Employees Utilized on Project by Prime Contractor: _____

Number of Section 3 Employees Utilized on Project by Subcontractors: _____

Total Number of Section 3 Employees Utilized on Project: _____

B. CERTIFICATION OF PRIME CONTRACTOR

As officer and representative of: _____
Name of Prime Contractor

Address: _____

_____

_____

Telephone Number: _____

On behalf of the Company, I hereby certify that the above information is true and accurate and is reported fully as required by the Section 3 Affirmative Action Plan as part of the contract for this CDBG assisted construction project. It is further understood that final payment from the CITY OF PORTLAND, MAINE CDBG Program for this project cannot be made until this Report is submitted to the CDBG Grantee or authorized designee.

_____

Name and Title of Authorized Representative (print or type)

_____

Signature of Authorized Representative **Date**

HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

DIRECTIONS FOR COMPLETION OF
SECTION 3 UTILIZATION REPORT
(For Prime Contracts Exceeding $100,000)

1. Determine if there has been Section 3 participation in the construction project.

a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the Worksheet to the Section 3 Income Schedule provided you at the pre-construction conference to determine if they are Section 3 eligible.

b. Distribute copies of the Section 3 Income Worksheet to all subcontractors you engage for the project. Instruct them to have any new employees they hire who reside in the county where the construction is taking place complete the worksheet and have the subcontractors return the forms to you. Compare as in (a.), above to determine Section 3 eligibility.

2. Retain all Section 3 Income Worksheets with your project records.

3. Complete (A) Section 3 Employee Information area of the report.

a. Enter name of the community where the project is located.

b. Enter project name.

c. Enter CDBG Project Number & Federal Wage Decision Number. (located in wage decision documents)

d. Enter number of Section 3 Employees you utilized on project.

e. Enter number of Section 3 Employees utilized by subcontractors on project

f. Enter total number (d + e) of Section 3 Employees utilized on project

4. Complete (B) Certification by Prime Contractor area of Report

a. List your name, address and telephone number of your company.

b. Print or type name and title of authorized company representative.

c. Have authorized representative sign and date Report.

IMPORTANT REMINDER!

Final payment of CDBG funds will not be made until Section 3 Utilization Report is submitted to CDBG grantee or designee.

CITY OF PORTLAND
HOUSING AND COMMUNITY DEVELOPMENT DIVISION
FEDERAL FUNDING REQUIREMENTS

SECTION 3 INCOME WORKSHEET

City of Portland

To be completed by all new employees residing in the county where the construction work is taking place. Completion of this worksheet is solely to determine if there is utilization of Section 3 employees on this construction project and should not be considered as a condition of employment.

Please place an "X" in the appropriate spaces pertaining to your family's size, annual income and makeup.

FAMILY SIZE	INCOME		
1	$43,200	Above _____	Below _____
2	49,400	Above _____	Below _____
3	55,500	Above _____	Below _____
4	61,700	Above _____	Below _____
5	66,650	Above _____	Below _____
6	71,600	Above _____	Below _____
7	76,550	Above _____	Below _____
8	81,450	Above _____	Below _____

Read This Carefully

In determining total family income use your Total Adjusted Gross income for your household as reported on your most recent Federal Income Tax form.
If you use Form 1040 – use line 33
If you use Form 1040A – use line 19
If you use Form 1040EZ – use line 4

FOR USE BY PRIME CONTRACTOR ONLY

Name of Prime Contractor: _____

Project Name: _____

Is new employee Section 3 eligible? ____ Yes _____ No

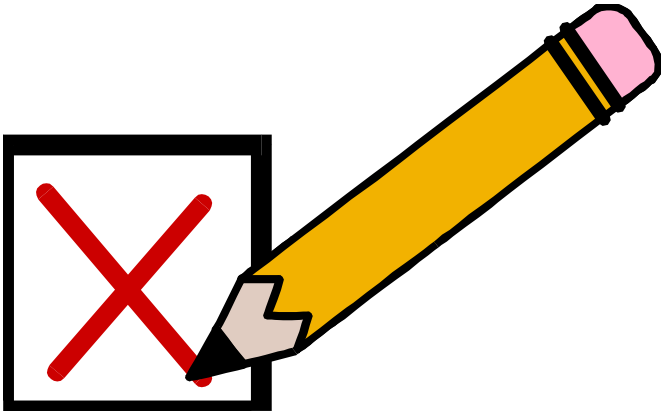
If yes, must be included in SECTION 3 UTILIZATION REPORT.

Job Title or Construction Trade that new Employee is hired for _____

Effective 7/31/15

CERTIFICATIONS FOR SUBCONTRACTORS

Must be submitted by Prime Contractor
For each applicable Subcontractor prior to start of work



HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY
(For Subcontracts Exceeding $10,000)

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY SUBCONTRACTOR

Name and address of subcontractor

_____

_____

_____

_____

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.

____ Yes ____ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

____ Yes ____ No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

____ Yes ____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

____ Yes ____ No

_____

Name and Title of Authorized Representative (print or type)

_____

Signature of Authorized Representative **Date**

HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CERTIFICATION OF SUBCONTRACTOR REGARDING SEGREGATED FACILITIES

(For Subcontracts exceeding $10,000)

Name of Subcontractor: _____

Project Name and Number: _____

The undersigned hereby certifies that:

(a) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____
Name and Title of Authorized Representative (print or type)

_____
Signature of Authorized Representative **Date**

HOUSING & NEIGHBORHOOD SERVICES DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SECTION 3 AFFIRMATIVE ACTION PLAN

(Subcontractor)
[For Subcontracts that exceed $100,000]

_____, Subcontractor, agrees to implement the following specific affirmative action steps directed at increasing the utilization of Section 3 Residents' and Section 3 Business Concerns within the Town/City/County of _____.

A. To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:

(i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;

(ii) Participants in HLJD Youthbuild Programs, and

(iii) Other Section 3 Residents.

C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.

D. To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over $100,000, and to require all bidders on subcontracts over $100,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontracts over $100,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.

F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

G. To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:

(i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;

(ii) Applicants selected to carry out HUD Youthbuild projects;

(iii) Other Section 3 business concerns.

H. To notify potential contractors about Section 3 requirements of this part, and incorporating the Section 3 clause in all solicitations and contracts.

I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HLJD.

J. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.

K To submit reports to DECD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.

L. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.

M. To document utilization of Section 3 Employees on the covered project by obtaining income information from new project area employees on the Section 3 Income Worksheet.

N. To provide all Section 3 Income Worksheets to the prime contractor for inclusion in the Section 3 Utilization Report prior to receipt of final payment of CDBG funds.

O. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

SUBCONTRACTOR CERTIFICATION

As officers and representative of: _____
(Name of Subcontractor)

On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of this program.

_____
Name and Title of the Authorized Representative (print or type)

_____ _____
Signature of Authorized Representative Date

FEDERAL REQUIREMENTS

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any CDBG contract on the basis of familial status, sexual orientation or sex.

2. REHABILATATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

3. SECTION 202 OF EXECUTIVE ORDER 11246

A. Activities and contracts not subject to Section 202

(Applicable to Federally assisted construction contracts and related subcontracts of $10,000 and under.)

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.

2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Activities and contracts subject to Section 202

<u>Applicable to Federally assisted construction contracts and related subcontracts</u> <u>exceeding $10,000.</u>

During the performance of this contract, the contractor agrees as follows:

1. (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules,

regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action sham include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive

considerations for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and-applicants for employment.

(d) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for 'purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the Untied States to enter into -such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that the applicant so

participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract. Or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of labor pursuant to Part IL Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply within these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.

Prior to the award of any construction contract or subcontract exceeding $10,000, the Contractor shall submit signed Certification of Nonsegregated Facilities Forms for him/herself and all subcontractors.

5. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

6. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act of 1974.

7. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

In connection with the planning and carrying out of any project assisted with CDBG funds, and to the greatest extent feasible, opportunities for training and employment should be given to lower-income persons residing within the unit of local government in which the project is located, and contracts for work in connection with the project should be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing -in, the same unit of local government in which the project is located. And that this contract, or any subcontracts, must adhere to and contain what is referred to as the Section 3 Clause, and which follows in its entirety:

Section 3 Clause:

a. The work to be performed under this contracts subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu (section 3). 'Me purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The contract agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking

applications for each of the positions; and the anticipated date the work shall begin.

d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. 'Me contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

8. LABOR STANDARDS

A. Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

B. Contract Work Hours and Safely Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.

C. Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions.

9. TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

LEAD-BASED PAINT HAZARDS -The use of lead-based paint, that is any paint containing more than 1%- lead by weight, is strictly prohibited from use on any interior surface or exterior surface in any building being rehabilitated with funding from the Community Development program. Additionally, any evidence of a health hazard, which is, defined as cracking, scaling, peeling and loose lead-based paint must be treated to prevent the ingestion of the contaminated paint. It is further necessary to assume that any of the above conditions constitute an immediate or potential hazard and must be corrected using appropriate methods.

10. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970

(P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

11. THE NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (P.I. 90-190); THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (80 Stat 915, 16 USC 470); AND EXECUTIVE ORDER NO. 11593 OF MAY 31, 1971.

The chief executive officer of the Grantee consents to assume the status of a responsible Federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of Federal law, as specified in 24 CTR 58, which further the purposes of NEPA in the areas of historic preservation, noise control floodplains, coastal zones and wetlands, air quality, water quality, wildlife, endangered species, solid waste disposal, and environmental effects abroad.

The chief executive officer is authorized and consents on behalf of the Grantee and himself to accept the jurisdiction of the federal courts for the purpose of enforcement of his responsibilities as such an official.

12. THE FLOOD DISASTER PROTECTION ACT OF 1963 (P.L 93-234), AS AMENDED.

The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued there under which NOAA may issue.

13. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

14. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air **Act** or section 309(c) of the Federal Water Pollution Control Act.

15. MINORITY BUSINESS ENTERPRISES

Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.

16. CDBG CERTIFICATION

Grantee shall provide any certification required under Sections 104(b), 106(d)(5) or under any other provision of Title I of the Housing and Community Development Act of 1974 as amended through 1983, including Amendments made by the Housing and Urban Rural Recovery Act of 1983, and shall comply with the terms of such certifications.

17. SECTION 319 OF PUBLIC LAW 101-121

The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.

SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision of direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

Applicability

The Project of Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers of mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contact shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized

representative of the Department of Labor withhold or cause to be withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits ins enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any

contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3) (i). except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site *http://www.dol.gov/esa/whd/forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less that the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3. (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor of subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the age determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full

amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the even the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less that the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, s amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5

7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of …influencing in any way the action of such Administration…makes, utter of publishes any statement, knowing the same to be false…shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment

of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work I excess of forty hours I such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld form any moneys payable on account of work performed by the contractor or subcontractor under any such contract or nay other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidates damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surrounding or under working conditions that are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The

Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT B - DAVIS BACON PROJECT WAGE DETERMINATION

http://www.wdol.gov/wdol/scafiles/davisbacon/ME50.dvb?v=0

General Decision Number: ME150050 01/02/2015 ME50

Superseded General Decision Number: ME20140050

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

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

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/02/2015

* ENGI0004-006 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Milling Machine	$ 20.75	10.84

SUME2011-045 09/14/2011

	Rates	Fringes
CARPENTER, Includes Form Work	$ 17.10	1.95
CEMENT MASON/CONCRETE FINISHER	$ 16.94	0.00
ELECTRICIAN	$ 17.90	3.69
INSTALLER - GUARDRAIL	$ 16.47	1.85
IRONWORKER, REINFORCING	$ 18.79	0.00
IRONWORKER, STRUCTURAL	$ 18.75	4.56

LABORER: Asphalt Raker.....$ 15.79 1.45

LABORER: Common or General.....$ 13.15 1.08

LABORER: Flagger.....$ 9.00 0.00

LABORER: Landscape.....$ 14.92 2.30

LABORER: Wheelman.....$ 18.76 4.93

OPERATOR: Backhoe.....$ 19.38 2.52

OPERATOR: Bobcat/Skid
Steer/Skid Loader.....$ 17.64 4.50

OPERATOR: Broom/Sweeper.....$ 14.92 2.31

OPERATOR: Bulldozer.....$ 18.57 3.88

OPERATOR: Crane.....$ 21.15 0.00

OPERATOR: Excavator.....$ 18.81 1.31

OPERATOR: Grader/Blade.....$ 27.40 8.46

OPERATOR: Loader.....$ 16.40 3.39

OPERATOR: Mechanic.....$ 23.27 6.28

OPERATOR: Milling Machine
Reclaimer Combo.....$ 24.77 8.39

OPERATOR: Paver (Asphalt,
Aggregate, and Concrete).....$ 18.16 4.74

OPERATOR: Roller excluding
Asphalt.....$ 17.00 4.08

OPERATOR: Screed.....$ 19.98 5.46

PILEDRIVERMAN.....$ 19.95 5.26

TRUCK DRIVER, Includes all
axles including Dump Trucks.....$ 14.65 2.87

TRUCK DRIVER: Lowboy Truck.....$ 15.15 5.62

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the

classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

ATTACHMENT C - DAVIS BACON DOL FORM WH-347 OPTIONAL PAYROLL FORM

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	OMB No.: 1215-0149 Expires: 12/31/2011

PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

ATTACHMENT D - DAVIS BACON DOL FORM WH-347 INSTRUCTIONS

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

General-The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally aided construction type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payment to the employees as cash in lieu to fringes.

The payroll provides for the contractor's showing on the face of the payroll all monies paid to the employee, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow;

Contractor or Subcontractor: Fill in your firm's name and check appropriate box. Address: Fill in your firm's address.

Column 1 - Name, Address and Social Security number of Employee: The employee's full name must be shown on each payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless his address changes. Although not required by Regulations, Parts 3 and 5, space is available in the name and address section so that Social Security numbers may be .listed.

Column 2- Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3- Work Classifications: List classifications descriptive or work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4- Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime all hours worked in excess of 8 hours per day and 40 hours a week.

Column 5- Total: Self-explanatory

Column 6- Rate of Pay, Including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash in lieu of fringes may be shown separately from the basic rate thus 13.25/. 40. This is of assistance in correctly computing overtime. See ""Fringe Benefits" below. In overtime box show overtime-hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

Fringe Benefits

Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amount not less than were determined in the applicable wage decision

of the Secretary of Labor, shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c)

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employees, and insert the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c) Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amount less than the wage determination requires, is obligated to pay the deficiency directly to his employees as cash in lieu of fringes. Any exception to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Exception column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7- Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus $63.00/120.00.

Column 8- Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations 29 CFR, Part 3. If the employee worked on other jobs in addition to this project show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

Column 9- Net Wages Paid for Week: Self-explanatory.

Totals: Space has been left at the bottom of the columns so that totals may be shown if the contractor desires.

Statement Required by Regulations, Parts 3 & 5:
While this form need not be notarized, the statement of the back of the payroll is subject to the penalties provided by 18 USC 1001, namely possible imprisonment for 5 years or $10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in the payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

ATTACHMENT E - DAVIS BACON DOL FORM 1445

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION		
	LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR	STREET ADDRESS		
NAME OF EMPLOYER	CITY	STATE	ZIP CODE
SUPERVISOR'S NAME			
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

	TOOLS YOU USE	
HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?		
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE *(YYMMDD)*
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(If explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE *(YYMMDD)*

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STANDARD FORM 1445 (REV. 12-96)
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ATTACHMENT F - DAVIS BACON DOL FORM 1444

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX
☐ SERVICE CONTRACT
☐ CONSTRUCTION CONTRACT

OMB No.: 9000-0089
Expires: 02/28/96

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER

1. **TO:**
ADMINISTRATOR, Employment Standards Administration
WAGE AND HOUR DIVISION
U.S. DEPARTMENT OF LABOR
WASHINGTON, D.C. 20210

2. **FROM:** *(REPORTING OFFICE)*

3. CONTRACTOR

4. DATE OF REQUEST

5. CONTRACT NUMBER	6. DATE BID OPENED *(SEALED BIDDING)*	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED *(IF APPLICABLE) (SCA ONLY)*

10. SUBCONTRACTOR *(IF ANY)*

11. PROJECT AND DESCRIPTION OF WORK *(ATTACH ADDITIONAL SHEET IF NEEDED)*

12. LOCATION *(CITY, COUNTY AND STATE)*

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: _____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLES(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY)	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
(Use reverse or attach additional sheets, if necessary)		

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*

15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE

TITLE

CHECK APPROPRIATE BOX-REFERENCING BLOCK 13.
☐ **AGREE** ☐ **DISAGREE**

TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))*

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITED

NSN 7540-01-268-0631
Previous edition is usable

DEPARTMENT OF LABOR

STANDARD FORM 1444 (REV. 12-90)
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