



City of Auburn, Maine

Engineering Department

www.auburnmaine.gov | 60 Court Street

Auburn, Maine 04210

207.333.6601

August 16, 2019

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Public Services Department's **New Auburn Village Center Redevelopment – Phase 1 Project**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: **“New Auburn Village Center Redevelopment – Phase 1; Project-Bid #2020-001.”**

Bid packages will be available beginning on approximately August 16, 2019. Documents can be obtained from the City of Auburn's website: www.auburnmaine.gov/business/bid-notices. Questions regarding this Request for Bids should be directed to Eric Cousens, Deputy Director of Economic and Community Development at (207) 333-6601, ext. 1154. **A mandatory pre-bid will be held on Tuesday, August 27th, 2019, at 2:00pm in Council Chambers, Auburn City Hall.**

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, September 5, 2019**. Proposals must be delivered to **Derek Boulanger, Facilities Manager/Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above. Proposals will be opened at **2:00 p.m.** on that date in the Community Room, Auburn City Hall.

Sincerely,

Derek Boulanger
Facilities Manager/Purchasing Agent

Contents

CONDITIONS AND INSTRUCTIONS TO BIDDERS.....	2
GENERAL CONDITIONS	4
BID PROPOSAL FORM.....	5
BID FORM	6
ADDENDUM ACKNOWLEDGEMENT	9
SCOPE OF WORK	10
SPECIAL PROVISIONS.....	12
SECTION 100 - GENERAL PROVISIONS	17
SUPPLEMENTAL SPECIFICATIONS AND SPECIAL PROVISIONS	18
BID BOND	73
SAMPLE AGREEMENT	75
REQUIREMENTS FOR FEDERAL PROJECTS	81
DAVIS-BACON WAGE RATES	88

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.

7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. No contract may be assigned without the written consent of the Purchasing Director or his designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
10. Please state " New Auburn Village Center Redevelopment – Phase 1 Project – Bid # 2020-001", on submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.
12. All work must be completed from 7:00AM to 7:00PM. The bell tower foundation shall be installed and be ready for the tower by October 25th, 2019. The completion date for this project is July 31st, 2020. Liquidated damages of \$500/calendar day will be assessed on uncompleted work.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

5. Bonds, Retainage and Payments

A bid bond shall be submitted with appropriate bid forms in the amount of **5% of the total contract value**. Also, payment and performance bonds will be required from the contractor who is awarded this contract. Retainage in the amount of 10% will be held from each progress payment and shall be released at the discretion of the Project Engineer. Payments shall be made by the City to the Contractor 30 days after receipt of the request for payment.

BID PROPOSAL FORM

Due: Thursday, September 5th, 2019

To: City of Auburn
Derek Boulanger, Facilities Manager/Purchasing Agent
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Name (print) _____

Title _____ Company _____

Address _____

Telephone No. _____ Fax No. _____

Email Address: _____

STATE OF MAINE

_____, SS.

Date: _____

Personally appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public _____

Print Name _____

Commission Expires _____

BID FORM

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
201.11	CLEARING	A	0.2	\$	\$
202.201	SAWCUT PAVEMENT	LF	350	\$	\$
203.20	COMMON EXCAVATION	CY	200	\$	\$
203.25	GRANULAR BORROW	CY	4000	\$	\$
203.35	CRUSHED STONE 3/4 INCH	CY	110	\$	\$
304.10	AGGREGATE SUBBASE COURSE - GRAVEL	CY	1650	\$	\$
403.209	HOT MIX ASPHALT 9.5MM NOMINIAL MAX. SIZE (SIDEWALKS, DRIVES, INCIDENTALS)	TON	140	\$	\$
403.210	HOT MIX ASPHALT 9.5MM NOMINIAL MAX. SIZE	TON	230	\$	\$
403.213	HOT MIX ASPHALT 12.5 MM NOMINAL MAX. SIZE (BASE & INTERM. BASE COURSE)	TON	320	\$	\$
409.15	BITUMINOUS TACK COAT, APPLIED	GAL	65	\$	\$
502.34	STRUCTURAL CONCRETE, PIERS	CY	23	\$	\$
503.12	REINFORCING STEEL, FABRICATED AND DELIVERED	LB	5350	\$	\$
503.13	REINFORCING STEEL, PLACING	LB	5350	\$	\$
508.15	RESIDENTIAL FOUNDATION DAMP PROOFING	SY	62	\$	\$
515.21	PROTECTIVE COATING FOR CONCRETE SURFACES	LS	1	\$	\$
603.159	12 INCH HDPE CULVERT PIPE OPTION I	LF	600	\$	\$
603.199	24 INCH HDPE CULVERT PIPE OPTION I	LF	120	\$	\$
604.09	CATCH BASIN TYPE B1	EA	1	\$	\$
604.248	CATCH BASIN TYPE F6	EA	1	\$	\$
604.25	CATCH BASIN TYPE A5	EA	11	\$	\$
604.180	ADJUSTING MANHOLE AND CATCH BASINS TO GRADE	EA	2	\$	\$
605.09	6" UNDERDRAIN TYPE B	LF	150	\$	\$

607.294	BARRIER BOULDERS	EA	9	\$	\$
607.448	ORNAMENTAL METAL FENCE	LF	430	\$	\$
608.08	REINFORCED CONCRETE SIDEWALK	SY	450	\$	\$
608.151	BRICK SIDEWALK WITH BITUMINOUS AND CONCRETE BASE	SY	160	\$	\$
608.152	COBBLESTONE SIDEWALK	SY	75	\$	\$
608.26	CURB RAMP DETECTABLE WARNING FIELD	SY	7	\$	\$
608.45	CONSTRUCT SIDEWALK	SY	980	\$	\$
609.11	VERTICAL CURB TYPE 1	LF	615	\$	\$
609.12	VERTICAL CURB TYPE 1 - CIRCULAR	LF	140	\$	\$
609.237	TERMINAL CURB TYPE 1 - 7 FOOT	LF	63	\$	\$
609.2371	TERMINAL CURB TYPE 1 - 7 FOOT - CIRCULAR	LF	84	\$	\$
609.31	CURB TYPE 3	LF	460	\$	\$
610.08	PLAIN RIP RAP	CY	9	\$	\$
613.319	EROSION CONTROL BLANKET	SY	360	\$	\$
615.07	LOAM	CY	600	\$	\$
618.13	SEEDING METHOD NUMBER 1	A	1.2	\$	\$
620.56	DRAINAGE GEOTEXTILE	SY	80	\$	\$
621.11	DECIDUOUS TREES, 2-1/2" TO 3" CAL.	EA	16	\$	\$
621.12	EVERGREEN TREES, 8' TO 10' HT.	EA	8	\$	\$
621.13	ORNAMENTAL TREES, PER PLANT SCHEDULE	EA	16	\$	\$
621.14	SHRUBS, PER PLANT SCHEDULE	EA	47	\$	\$
621.15	PERENNIALS, 1 GAL	EA	42	\$	\$
624.01	BENCH	EA	4	\$	\$
624.02	BICYCLE RACK	EA	3	\$	\$
624.03	TRASH AND RECYCLING RECEPTACLE	EA	2	\$	\$
626.11	PRECAST CONCRETE JUNCTION BOX	EA	7	\$	\$
626.22	2-1/2-STEEL CONDUIT	LF	20	\$	\$
626.2210	1-1/2-INCH NON-METALIC CONDUIT, SCHED. 40	LF	2240	\$	\$

626.2320	1-1/2-INCH NON-METALIC CONDUIT, SCHED. 80	LF	115	\$	\$
626.3100	18 INCH FOUNDATION	EA	24	\$	\$
626.5000	BELL TOWER ELECTRICAL SYSTEM	LS	1	\$	\$
627.18	12" SOLID WHITE PAVEMENT MARKING LINE	SF	200	\$	\$
627.4074	PREF PAVE MARK TAPE SYMBOL, HOT INLAY	EA	40	\$	\$
627.733	4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	LF	1500	\$	\$
627.744	6" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	LF	50	\$	\$
627.750	WHITE OR YELLOW PAVEMENT AND CURB MARKING	SF	24	\$	\$
634.041	#2 AWG CABLE INSTALLATION	LF	120	\$	\$
634.042	#6 AWG CABLE INSTALLATION	LF	6000	\$	\$
634.043	#8 AWG CABLE INSTALLATION	LF	3900	\$	\$
634.08	ELECTRICAL SERVICE BOX	EA	1	\$	\$
634.21	CONVENTIONAL LIGHTING STANDARD	EA	24	\$	\$
637.071	DUST CONTROL	LS	1	\$	\$
642.12	WOODEN STEPS	EA	1	\$	\$
642.17	CAST-IN-PLACE CONCRETE STEPS	CY	22	\$	\$
645.271	REGULATORY, WARNING, CONF., & ROUTE ASSEMBLY SIGN, TYPE 1	SF	41	\$	\$
652.36	WORK ZONE TRAFFIC CONTROL	LS	1	\$	\$
653.24	2 INCH POLYSTYRENE PLASTIC INSULATION	SY	60	\$	\$
656.750	TEMPORARY SOIL EROSION & WATER POLLUTION CONTROL	LS	1	\$	\$
659.10	MOBILIZATION	LS	1	\$	\$
672.10	PRECAST CONCRETE BLOCK GRAVITY WALL	SF	2000	\$	\$
672.11	CONCRETE BLOCK GRAVITY WALL - SMALL	SF	870	\$	\$
673.5	CAST-IN-PLACE CONCRETE SEAT WALL	LF	420	\$	\$
673.6	DECK SUPPORT	EA	7	\$	\$
900.1	GEOTECHNICAL TESTING AND ANALYSIS	LS	1	\$	\$
BID TOTAL:				\$	\$

Written total amount is: _____

Company Name: _____

Signed by: _____

Title: _____

Print Name: _____

Address: _____

Tel. # _____

Date: _____

Addendum Acknowledged:

(Bidders must acknowledge receipt of the below addenda for bids to be considered formal.)

_____ Date _____ _____

_____ Date _____ _____

SCOPE OF WORK

The following scope of work is being proposed for the New Auburn Village Center Redevelopment – Phase 1 Project for the City of Auburn. This scope of work is a brief overview of the expected extent of work for this contract. This is only a description of the proposed scope and the project plans, specifications and bid quantities provide detailed guidance on the work to be performed. Items and extents or work may be added or deleted by the City as work progresses.

Riverway

This project includes the construction of the first phase of a new roadway called the Riverway, beginning at a point on Broad Street and extending westerly approximately 360 feet to a temporary dead end. The Riverway will also include:

- Full depth roadway construction including 18" of course gravel aggregate subbase, 2.5" of 12.5mm HMA base and 1.5" of 9.5 mm HMA surface,
- Granite curbing and both concrete and bituminous sidewalks,
- Raised bituminous crosswalk,
- Paved parking lots as shown on the plans,
- Closed drainage system consisting of new catch basin, HDPE pipe and reinforced concrete pipe,
- Street trees and tree grates, and other plantings,
- Street lights to match the City's South Main Street lighting, including underground electrical conduit, as specified herein,
- Pavement markings and signs.

Greenway

This project will include construction of the first phase of a paved multiuse path, called the Greenway Trail, located between the Riverway and the River. The trail will be approximately 620 feet in length under this first phase, plus connector paths as shown on the Plans. The Greenway will also include:

- Full depth paved trail construction including 12" of course gravel aggregate subbase, 1.5" of 12.5mm HMA base and 1" of 9.5 mm HMA surface,
- Greenway lighting including underground electrical conduit,
- Retaining walls and railings along the river.

Site Amenities

The Riverway and Greenway will comprise the primary improvements within the overall development area. The project also includes site grading and a paved 21 space parking area connecting the Riverway to Second Street. The project also includes the following site amenities:

- New street trees along the Riverway and selective tree removal and new area trees along the greenway and at other opportune locations,
- Reinforced concrete seat walls along the slope toward the river,
- Level pedestrian plaza areas defined by unit pavers, one of which is intended for use as a small amphitheater stage at the base of the tiered slope above the Greenway,

- Loam and seeding all open spaces.
- Construction of a reinforced concrete foundation in a brick plaza area adjacent to the Riverway to support a proposed bell (and clock) tower that will be manufactured and installed by others.
- Electrical system to provide power and controls to the bell tower.

SPECIAL PROVISIONS

The following Supplemental Specifications and Special Provisions shall amend the "Maine, Department of Transportation Standard Specifications, **November 2014 Edition**" including any and all applicable revisions and special provisions. In case of conflicts, these Supplemental Specifications (1) and Special Provisions (2) shall take precedence and shall govern.

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

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

F-1 Work Hours

No work shall proceed on this project prior to the hour of 7:00 AM or after 7:00 PM (prevailing time) on any working day unless the City has granted prior approval. The definition of work for this specification shall include starting or moving of equipment, machinery, or materials. Any day worked for four hours or more will be considered a full working day.

F-2 Notification of Residents and Business Owners

Residents and businesses shall be notified sufficiently in advance of any construction affecting the adjacent driveways and sidewalks to allow adequate time for their removal of personal vehicles. Locations of cuts for drive access affecting individual residents or businesses shall be brought to their attention.

F-3 Traffic Signs

All existing traffic signs, which are to be removed during construction, shall be dismantled and the posts removed and shall be stacked in an area approved by the Engineer. 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.

Stop signs, if any, are to be maintained at their original locations at all times during the progress work.

Prior to the start of any construction work, the Contractor shall prepare an 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. This work shall be considered as subsidiary obligation of the contract for which no special payment will be made.

F-4 Protection of Trees

The Contractor shall be responsible for the preservation of all trees on the project, which are not to be removed. Any trees damaged by the Contractor's operations shall be repaired as approved by tree dressing or paint in accordance with the appropriate provisions of Section 201 of Standard Specifications. Tree removal along the river beyond the limits of construction shown on the plans is not permitted.

F-5 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, flashing barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public in accordance with the most recent edition of "Manual on Uniform Traffic Control Devices for Streets Highways" published by the Department of Transportation of the Federal Highway Administration.

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. Traffic control shall be in accordance with the City of Auburn's Traffic Detail Policy effective April 1, 2006.

F-5A Materials

Materials shall meet the requirements specified for the various subsections of the Specifications. Equals shall be approved only prior to the bid opening.

F-6 Survey

The Contractor is responsible for establishing and maintaining benchmarks and construction baselines for the duration of the project, and for providing any additional survey required, which shall be done by a competent Engineer or Surveyor.

F-7 Waste Areas

The disposal of waste and surplus material and slash from tree cutting shall be as outlined in Section 203.06 - Waste Areas of the Supplemental Specifications.

F-8 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.

F-9 Pre-Construction Conference

A conference will be held at 60 Court Street, Auburn, 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 of offering suggestions to the Contractor concerning his proposed schedule in order that full cooperation may be reached.

F-10 Schedule of Operations

The above-mentioned schedule of operations in Section F-10 shall consist of a bar chart detailing the activities included in the contract. Although a bar chart is acceptable as a minimum, more complex and detailed schedules (i.e., flow charts, critical paths, etc.) are encouraged and will be accepted by the City. Updates will be required.

F-11 Traffic Officers

Traffic control shall be the responsibility of the Contractor and as directed. Traffic control officers are not required for this project and no bid item is included for traffic officers.

F-12 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. The 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.

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 Supplemental Specifications.

F-13 Questions Regarding Plans and Documents

Questions from prospective bidders relative to this Contract shall be submitted no later than five days before bid opening and directed to:

Eric Cousens
Deputy Director of Economic and Community Development
ECD Department

Tel. 333-6601 ext. 1154

F-14 Record Drawings

The Contractor shall keep daily records of all changes in the work and records of underground infrastructure. Upon completion of the project, the Contractor shall deliver to the Engineer copies of daily records and clearly annotated as-built drawings. Final payment will not be made until Engineer receives copies of daily records and plans.

F-15 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.

F-16 Quality Assurance

The Contractor shall be responsible at all times for maintaining top quality assurance during performance of his work.

F-17 Bids

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

F-18 Aggregate Base Courses

All gravel products shall meet MDOT specifications and shall also be produced from quarry rock.

F- 19 Pipe Materials

All pipe supplied on this project shall be High Density Polyethylene (HDPE) pipe except where noted on the plans or directed otherwise.

F- 20 Concurrent Projects

The Contractor is advised that there may be work under separate projects occurring concurrently near the project area and that the work shall be coordinated between involved parties so as to alleviate delays or waste to either project.

F – 21 Sawcut Joints

Joints created by sawcutting shall be protected prior to paving. Damaged joints will be cut back at no additional cost to the City.

F- 22 Weekly Quantity Reports

The Contractor shall submit weekly electronic reports of daily quantities by the end of the day the following Monday. These reports shall be emailed to kbennett@auburnmaine.gov.

F- 23 Change Orders

Changes in the scope of work will be approved by the Project Engineer and adjusted by Change Orders in advance of the work.

**SUPPLEMENTAL SPECIFICATIONS
SECTION 100 - GENERAL PROVISIONS**

1. SCOPE

The work covered by this section includes furnishing all labor, equipment, materials, incidentals, and the performing of all operations in connection with the work encompassed by these contract documents. All work shall be subject to the terms and conditions of the contract documents.

2. STANDARD SPECIFICATIONS

The City of Auburn, Maine has adopted for this project, the "State of Maine, Department of Transportation, Standard Specifications, **November 2014 Edition**", and the Standard Details (December 2002) and the following Supplemental Specifications including all current additions or modifications thereof. In the case of conflict with the following Supplemental Specifications, addenda shall take precedence and shall govern.

Wherever in the Specifications and in this Contract the term "Department", "the Department of Transportation", "MDOT", or any reference to the "State of Maine, Department of Transportation" or its "Engineers" is mentioned, the intent and meaning shall be interpreted to refer to the CITY OF AUBURN, MAINE, or their authorized representative.

SUPPLEMENTAL SPECIFICATIONS
SECTION 203 – BELL TOWER FOUNDATION EARTHWORK

The provisions of Section 203 of the 2014 MaineDOT Standard Specifications shall apply with the following additions and modifications.

203.01 DESCRIPTION

- A. This Section specifies the requirements for the excavation, backfill, and earthwork associated with the proposed bell tower foundation as shown on the plans and as directed herein.

The Contractor shall adhere to any additional requirements or recommendations provided by the Geotechnical Engineer hired by the Contractor to perform the Geotechnical Evaluation at the foundation location.

- B. The work includes:

The excavation, backfill, compaction, and associated earthwork related to the bell tower foundation as shown on the plans and as directed herein.

203.02 EXCAVATION

The bell tower foundation is located within a fill section of the project and the required excavation for foundation installation is assumed to be limited. Any required excavation shall be paid under Item 203.20 Common Excavation.

All topsoil, soils containing organics and roots, as well as any disturbed soils shall be completely removed from beneath areas of the proposed foundation to a minimum 12" beyond the edge of the footing. Care shall be exercised during construction to limit disturbance of soils below the foundation. Final cuts to subgrade below the foundation shall be performed with a smooth-edge bucket to reduce soil disturbance. Any disturbed or over-excavated areas below the foundation shall be backfilled with additional compacted Crushed Stone ¾-Inch as specified herein. Open cut areas shall be backfilled as soon as practicable to help protect subgrades from wet weather.

Encountering ground water is not anticipated within the foundation limits. If ground water is encountered, sumping and pumping dewatering techniques shall be utilized to control the water levels to at least one foot below the lowest required depth of excavation. Any costs associate with sumping or pumping of groundwater shall be incidental to contract items.

All excavation and backfilling activities related to the foundation shall occur at temperatures above freezing and during times of little to no precipitation. Construction equipment shall not operate directly above the foundation location.

203.03 BACKFILL AND COMPACTION

The bell tower foundation shall bear directly on a minimum of 12" of Crushed Stone $\frac{3}{4}$ -Inch and wrapped in a separation geotextile fabric as shown on the plans. Crushed Stone shall be washed crushed stone meeting the requirements of the 2014 MaineDOT Standard Specification Section 203 and 703.13 Crushed Stone $\frac{3}{4}$ -Inch.

Granular borrow shall be used to backfill the foundation above the bottom of footing elevation and as shown in the plans. Granular borrow shall meet the requirements of the 2014 MaineDOT Standard Specification Section 203 and 703.19

Reuse of on-site soils within the limits of the bell tower foundation limits is prohibited.

Granular borrow within the limits of the bell tower foundation shall be placed in horizontal lifts, 12-inch deep, and compacted to a minimum of 95 percent of its maximum dry density as determined by ASTM D-1557. Crushed Stone should be compacted with 3 to 5 passes of a vibratory plate compactor having a static weight of at least 500 pounds.

203.04 METHOD OF MEASUREMENT

Measurement of Common Excavation, Granular Borrow, and Crushed Stone $\frac{3}{4}$ -Inch shall be as stated in the 2014 MaineDOT Standard Specification Section 203.18, Method of Measurement.

203.05 BASIS OF PAYMENT

Payment for Common Excavation, Granular Borrow, and Crushed Stone $\frac{3}{4}$ -Inch shall be as stated in the 2014 MaineDOT Standard Specification Section 203.19, Basis of Payment and to the limits shown on the Plans.

Payment for Common Excavation, Granular Borrow, and Crushed Stone $\frac{3}{4}$ -Inch will be made under their respective items.

**SUPPLEMENTAL SPECIFICATIONS
SECTION 403 - HOT BITUMINOUS PAVEMENT**

The provisions of Section 403 of the Standard Specifications shall apply with the following additions and modifications.

403.01 Description

This work shall include machine placing HMA as indicated in the Scope of Work. Materials and their use shall conform to the requirements of all related and applicable sections of this contract. HMA shall be placed and compacted with a minimum of two lifts where the total thickness of pavement to be placed exceeds 2". The **most recently** revised special provision Section 108 for price adjustment of hot mix asphalt using the New England Selling Price shall apply to this contract.

403.05 Basis of payment

The accepted quantities of hot mix asphalt pavement will be paid for at the contract unit price per ton for the mixtures, including hot mix asphalt material complete in place.

<u>Pay Item</u>		<u>Pay Unit</u>
403.209	Hot Mix Asphalt, 9.5 mm Nominal Max. Size (Sidewalks, Drives, Incidentals)	Ton
403.10	Hot Mix Asphalt, 9.5 mm Nominal Max. Size	Ton
403.213	Hot Mix Asphalt - 12.5 mm Nominal Max. Size (Base and Intermediate Base Course)	Ton

**SUPPLEMENTAL SPECIFICATIONS
SECTION 409 - BITUMINOUS TACK COAT**

The provisions of Section 409 of the Standard Specifications shall apply with the following additions and modifications.

409.07 Application of bituminous material

The rate of application shall be 0.02 to 0.1 gallons per square yard as directed. During application, care shall be taken to assure areas outside of the work area shall not be discolored. Tack coat shall be required between all layers of Hot Mix Asphalt.

409.09 Basis of payment

The accepted quantity of bituminous tack coat will be paid for at the contract unit price per gallon for the designated type of material complete in place.

<u>Pay Item</u>	<u>Pay Unit</u>
409.15 Bituminous Tack Coat. Applied	Gallon

SUPPLEMENTAL SPECIFICATIONS
SECTION 508 – WATERPROOFING MEMBRANE

The provisions of Section 508 of the Standard Specifications shall apply with the following additions and modifications.

508.01 - DESCRIPTION

This Section specifies the requirements for the furnishing and installing of damp proofing material on the foundation walls of the building at 15 Broad Street as shown on the plans and as directed.

508.02 - MATERIALS

The damp proofing material shall be a commercially available rubberized liquid asphalt membrane that forms a flexible water barrier on the existing concrete and brick foundation: Henry He787074 Elastomulsion Dampproofing, or approved equal.

508.04 - CONSTRUCTION REQUIRMEENTS

Application of the damp proofing material shall be by brush or roller. Prior to applying the damp proofing material the contractor shall mark the proposed damp proofing limits with chalk for approval by the Engineer. All foundation surfaces shall be clean and dry prior to damp proofing application. Apply when temperature is above 40F. Two coats are required with 24 hour drying time between coats.

508.05 - METHOD OF MEASUREMENT

Residential Foundation Damp Proofing shall be measured by the square yard of the completed damp proofing.

508.06 - BASIS OF PAYMENT

The accepted quantity of Residential Foundation Damp Proofing will be paid for at the contract unit price per square yard. This price shall include cleaning the foundation surfaces, marking the damp proofing limits and furnishing and applying the damp proofing material.

<u>Pay Item</u>	<u>Pay Unit</u>
508.15 Residential Foundation Damp Proofing	Square Yard

**SUPPLEMENTAL SPECIFICATIONS
SECTION 603 - PIPE CULVERTS AND STORM DRAINS**

The provisions of Section 603 of the Standard Specifications shall apply with the following additions and modifications.

603.031 General

The Contractor shall furnish the following type of pipe under Option I:

High Density Polyethylene Pipe, Smooth Lined

Exposed pipe ends shall be armored with stone and shall be paid under Item 610.08 Plain Riprap.

603.12 Basis of Payment

The accepted quantities of pipe for culverts will be paid for at the contract unit price per linear foot, for the types and sizes specified, complete in place. Excavation for culverts, including excavation below the pipe, for induced trench and for bedding and backfilling will be considered incidental to the pipe item.

<u>Pay Item</u>		<u>Pay Unit</u>
603.159	12 in HDPE Culvert Pipe Option 1	Linear Foot
603.199	24 in HDPE Culvert Pipe Option 1	Linear Foot

SUPPLEMENTAL SPECIFICATIONS
SECTION 604 – MANHOLES, INLETS, AND CATCH BASINS

The provisions of Section 604 of the Standard Specifications shall apply with the following additions and modifications.

604.01 Description

Adjust existing manholes, including sewer manholes, to proposed grade.

604.06 Basis of Payment

The accepted quantities for adjustments to grade will be paid for at the contract unit price each.

<u>Pay Item</u>		<u>Pay Unit</u>
604.18	Adjusting Manhole or Catch Basin to Grade	Each

SUPPLEMENTAL SPECIFICATIONS
SECTION 604 - MANHOLES, INLETS, AND CATCH BASINS

The provisions of Section 604 of the Standard Specifications shall apply with the following additions and modifications:

604.01 Description

This supplemental specification applies to the installation of a special ADA compliant catch basin grate on the proposed Type F6 Catch Basin at the bottom of the stairwell behind the residential building at 15 Broad Street, as shown on the plans and as directed.

604.02 Materials

ADA compliant grates and frames shall be model 6001 grate with model 4132 frame, heavy duty, as supplied by US Foundry (www.usfoundry.com), or approved equal.

Slots shall be 1/2 inch wide and shall be aligned perpendicular to the predominant direction of pedestrian travel.

<u>Pay Item</u>		<u>Pay Unit</u>
604.248	Catch Basin Type F6	EA

SUPPLEMENTAL SPECIFICATIONS
SECTION 604 - MANHOLES, INLETS, AND CATCH BASINS

The provisions of Section 604 of the Standard Specifications shall apply with the following additions and modifications:

604.01 Description

This supplemental specification applies to the construction Type A5 catch basins within the project.

604.03 Construction Requirements

The proposed Type A5 Catch Basins within the project limits shall include 3-foot deep sumps for water quality purposes.

<u>Pay Item</u>		<u>Pay Unit</u>
604.25	Catch Basin Type A5	EA

**SUPPLEMENTAL SPECIFICATIONS
SECTION 607 - FENCES**

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

607.01 - DESCRIPTION

This Section specifies the requirements for the furnishing and installing of ornamental metal fence at the locations shown on the plans and as directed.

607.02 - SUBMITTALS

Contractor shall supply manufacturer's catalog cuts for specified fencing and/or installation information.

607.03 - MATERIALS

This item shall include the following fence standard:

1. Ornamental Tubular Steel Fence: "3 Rail Imperial", (Imperial B) as manufactured by Monumental Iron Works, or approved equal.
2. Height shall be 48" high.
3. Pickets shall be 1' square high tensile steel tube with a wall thickness of 16 gauge.
4. Posts shall be 3" square, 12 gauge.
5. Post cap shall be flat style.
6. Coating shall be a black, standard electrostatic powder coating finish.

607.04 - CONSTRUCTION REQUIREMENTS

Install ornamental metal fence as per manufacturer's recommendation in the locations indicated on the plans and in accordance with the details.

607.05 - METHOD OF MEASUREMENT

All ornamental metal fence shall be measured by the linear foot, complete in place.

607.06 - BASIS OF PAYMENT

The accepted quantity of ornamental metal fence will be paid for at the contract unit price per linear foot. This price shall include furnishing and installing the fence, Portland cement concrete fence post footings, excavation, backfill and all ancillary materials.

<u>Pay Item</u>	<u>Pay Unit</u>
607.448 Ornamental Metal Fence	Linear Foot

**SPECIAL PROVISION
607.294 – BARRIER BOULDERS**

607.2941 Description

The work under this special provision shall consist of furnishing materials and installing boulders to provide a visual and physical barrier to motor vehicle travel where shown on the plans and as directed.

607.2942 Materials

Boulders shall all be of similar size (range of 20%) and each boulder shall have generally equal dimensions of length, width and height. The boulders shall be no smaller than 18 cu ft (greater than 1 ton) each. The boulders shall all be of the same type of native stone and shall be cleaned of dirt or other debris.

607.2943 Construction

Boulders shall be embedded 6" to 12" in the soil to retard rolling and shall be spaced no more than four feet apart at the locations shown on the plans.

607.2944 Method of Measurement

Barrier boulders will be measured by the number satisfactorily installed.

607.2945 Basis of Payment

The accepted quantities of Barrier Boulders will be paid for at the contract unit price per each complete in place.

<u>Pay Item</u>	<u>Pay Unit</u>
607.294 Barrier Boulders	Each

**SUPPLEMENTAL SPECIFICATIONS
SECTION 608 – SIDEWALKS**

ITEM 608.151 - BRICK SIDEWALK WITH BITUMINOUS AND CONCRETE BASE

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

608.01 DESCRIPTION

- A. This Section specifies the requirements for the furnishing and installing of brick unit paver pavements for pedestrian areas at the locations shown on the plans and as directed.
- B. The work includes:
 - 1. Brick Unit Paver pavement on paver mastic on bituminous setting bed on cement concrete base course.

608.02 SUBMITTALS

- A. Samples:
 - 1. Bricks: Furnish ten (10) individual brick pavers as samples, showing full range of variations in paver color and texture.
 - 2. Edge Restraint: Submit one 12" long sample with metal stake.
- B. Manufacturer's Product Data: Manufacturer's product data shall be submitted for the following items:
 - 1. Brick pavers.
 - 2. Bituminous Setting bed materials and test reports
 - 3. Edge restraint
 - 4. Sand for jointing
- C. Test Reports: Submit reports for each type of masonry unit prior to completion of mock-up. Test in accordance with the referenced ASTM specification::
 - 1. Compressive strength ASTM C216

2. 24-hour cold water absorption ASTM C216
 3. 5-hour boil absorption ASTM C216
 4. Freezing and thawing (50 cycles) ASTM C216
 5. Saturation coefficient ASTM C216
 6. Initial rate of absorption (suction) ASTM C216
 7. Efflorescence ASTM C216
- A. Source Limitations: Obtain each type of brick paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.
- B. Weather Limitations:
1. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- D. Pre-installation Conference:
1. Schedule a meeting with the masonry installer, precast concrete installer, and the Owner's Representatives at a time sufficiently in advance of masonry installation to permit coordination.
 2. At the meeting review masonry system quality control requirements including details of construction, outstanding submittals, Contract Documents and Specifications, and on site conditions affecting or which may affect installations
 3. Contractor shall record discussions, including agreements or disagreements on matters of quality control. Furnish copies of recorded discussions to each participant within 3 working days of the meeting.

608.03 DELIVERY, STORAGE, AND HANDLING

- A. Unit pavers shall be carefully packed by the supplier for shipment.
- B. Handle all unit paver materials carefully in transit and on the site so as to keep units whole, edges sharp and faces clean and undamaged. Paving units shall be delivered on pallets, handled individually or in suitable groups and properly stacked with minimum protection for all items.
- C. Unit pavers shall be stored off the ground and protected against staining and other damage.

- D. Protect masonry units and manufactured products of all types from wetting by rain or snow, and keep covered when not in use.
- E. Manufactured items: Deliver all manufactured products in their original containers, plainly marked with product identification and manufacturer's name.
- F. Store cement, lime and similar products under cover and away from direct contact with earth or floor slabs.
- G. Store metal accessories and the like under cover, away from direct contact with ground, and in a manner to prevent corrosion and accumulation of dirt, grease and oil.
- H. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- I. Pavers damaged in any manner will be rejected and shall be replaced by the Contractor with new materials at no additional cost to the Owner. Remove all damaged and contaminated materials from job site immediately, including materials in broken packages and packages bearing water marks or other evidence of damage, unless Owner's Representative specifically authorizes correction and use on the project.

608.04 PROTECTION OF FINISHED SURFACE

- A. Finished surfaces adjacent to the unit paving work shall be adequately protected from soiling, staining, and other damage during construction.

608.05 COORDINATION

- A. The Contractor shall coordinate paving with all other work, especially underground utility construction, to prevent covering up unfinished or uninspected work and loss of time or labor by improper scheduling. Any repaving required by the Engineer due to unacceptable installation shall be done at no additional cost to Owner.

608.06 - PRODUCTS

BRICK PAVERS

Brick pavers shall be a full range flashed red extruded/wirecut brick, color to be as selected by the city.

1. Brick shall be one of the following or approved equal:
 - a. Artisan Flashed Paver, as manufactured by Morin Brick, Auburn, Maine, 04211

- b. Autumn Haze, York Flashed, or other flashed red extruded brick as manufactured by Glen Gery, Wyomissing, PA 19610, tel. 610-34-4011, www.glengery.com, and as selected by the City from manufacturer's standard extruded brick color ranges, Or Approved Equal.
 - c. Commemorative Bricks: Note that commemorative bricks from fundraising efforts by the City may be provided in lieu of the above bricks in unspecified quantities and for installation by the Contractor in locations as directed by the Owner.
2. Brick shall be a square edged extruded/wirecut brick for exterior paving, manufactured from fire clay, from shale and shall be fired to produce a dense paver and shall meet the requirements of ASTM C902 Standard Specification for Pedestrian and Light Traffic Paving Brick, Class SX, Type I, with water absorption not more than 5 percent with five-hour submersion in boiling water.
 3. Size shall be 8" x 4" nominal x 2-1/4 or 2 3/8 in. thick.
 4. Color range shall be a full range flashed red brick.
 5. Laminated brick will not be accepted. Standard face brick will not be accepted.
 6. Brick shall be rated "not effloresced" when tested according to ASTM C 67.
 7. Compression 13,460 psi

BASE COURSES

Base course shall be as indicated on the Drawings and specified below.

1. BITUMINOUS SETTING BED
 - a. HMA pavement shall meet the requirements of Section 403, Hot Bituminous Pavement.
 - b. Neoprene-Modified Asphalt Adhesive (for use as mastic under unit pavers):
2. Neoprene modified asphalt adhesive shall meet the following requirements:
 - a. Mastic (asphalt adhesive):
 - I. Solids (base) content by volume = 75± 1%.
Weight = 8 to 8.5 lb./gal.
 - II. Solvent vehicle = Varsol (over 100°F flash).
 - b. Base (2% neoprene, 10% fibers, 88% asphalt):
 - I. Melting point (ASTM D36) = 200°F, minimum.

- II. Penetration at 77°F 100 gram load 5 second (0.1 mm) = 23 to 27.
- III. Ductility (ASTM D113 at 25°C, 5 cm/minute) = 125 cm, minimum.

3. CONCRETE BASE

- I. Concrete base shall meet the requirements of Section 608 for Reinforced Concrete Sidewalk.

4. AGGREGATE BASE

- I. Aggregate base shall be meet the requirements of Section 304 for Aggregate Subbase Course - Gravel

5. SAND JOINT FILLER

Joint filler between paver joints shall be bedding sand and shall conform to the following gradation:

<u>Sieve (ASTM D422)</u>	<u>Percent Passing by Weight</u>
No. 4	100
No. 8	80 – 95
No. 16	55 – 85
No. 50	0 – 35
No. 200	0 – 5

EDGE RESTRAINT

Edge restraint, if needed outside curbed areas, shall be an aluminum or PVC edging paver restraint, and shall be one of the following or approved equal:

- 1. 'Edgeloc' as manufactured by Belgard Foster-Southeastern, Inc. Holbrook, MA (800-462-2225)
- 2. Pave Edge Flexible, as manufactured by PaveTech, www.paveedge.com.
- 3. BrickBlock aluminum brick and paver restraint as manufactured by Permaloc, www.permaloc.com.

Edging shall have pre-drilled or slotted holes for staking, and be provided with installation stakes minimum 3/8 inch x 10 inch long landscape spikes. Edge shall be minimum 1.75 inch in height.

WATER

Water shall be potable and shall be free of injurious contaminants.

PAVER SEALANT

Paver Sealant shall be Belgard Protective Sealant for paving stones or approved equivalent.

608.07 - EXECUTION

INSTALLATION, GENERAL

1. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.
2. Mix brick from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
3. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible.
4. The maximum pitch on all paved surfaces shall be 1.5% and the minimum pitch shall be 1.0% unless otherwise indicated on the Drawings.
5. Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush (lippage.) All paving shall be checked with a 10 foot straightedge. The straightedge shall be held in successive positions parallel to the direction of paving and in contact with the surface; and the entire area checked from one side to the other of the pavement. Any irregularity in the finished surface which varies more than 1/8" in 6 feet from a true surface shall be corrected. Adequate and approved straightedges shall be furnished and used by the Contractor. The Contractor shall provide or designate a competent employee whose duty shall be to carefully use the straightedge to check the finished surfaces. All finish surface pavement work shall meet the requirements of the Federal Americans With Disabilities Act.
6. Expansion and Control Joints: Provide for sealant-filled expansion joints in the concrete base to divide the proposed plaza areas into pours of approximate thirds. Provide compressible foam filler as backing for sealant-filled joints. Install joint filler before setting pavers.

CONCRETE BASE

Contractor shall examine the concrete base slab to determine its adequacy to receive bituminous setting bed and brick paving. Concrete shall be fully cured. Evidence of inadequate base shall be brought to the immediate attention of the Engineer.

BITUMINOUS SETTING BED

1. Bituminous setting bed shall be installed over the fully cured concrete base as indicated on the Drawings. Control bars 3/4 inch deep shall be placed directly over the base. If grades must be adjusted, wood chocks under depth control bars shall be set to proper grade. Set two bars parallel to each other to serve as guides for the striking board. The depth control bars must be set carefully to bring the pavers, when laid, to proper grade.
2. While still hot (not less than 250 degrees F.) some of the bituminous bed material shall be placed between the parallel depth control bars. This bed shall be pulled with the striking board over the control bars several times. After each passage, low porous spots shall be showered with fresh bituminous material to produce a smooth, firm, and even setting bed. As soon as this initial panel is completed, advance the first bar to the next position in readiness for striking the next panel. After the depth control bars and wood chocks have been removed, carefully fill any depressions that remain.
3. The setting bed shall be rolled with a power roller to a nominal depth of 3/4 inch, while still hot. The thickness shall be adjusted so that when the pavers are placed and rolled, the top surface of the pavers will be at the required finished grade.
4. In no case may the compacted depth of the bituminous setting bed be deeper than 1.5 inches. In the event that the base course elevations are lower than required to provide the contract finished grades, the Contractor shall provide additional bituminous concrete binder course to achieve required subgrade, prior to installation of the bituminous setting bed, at no additional expense to the Owner.
5. A coating of neoprene-modified asphalt shall be applied by mopping, squeegeeing, or troweling over the top surface of the bituminous setting bed so as to provide a bond under the pavers. If adhesive is trowel-applied, trowel shall be serrated type with serrations not to exceed 1/16 inch.

SETTING UNIT PAVERS ONTO BITUMINOUS SETTING BED

1. All unit paver work shall be laid by skilled workmen under adequate supervision

2. Unit pavers shall be set on a bituminous setting bed over the prepared base course. After the modified asphalt adhesive is applied, carefully place the pavers by hand in straight courses with hand tight joints and uniform top surface.
3. Unit pavers shall be set true to the required lines and grades in the pattern detailed on the Drawings, with all surfaces true and corners straight and plumb. Unit pavers shall be neatly cut and fitted at all perimeters and closure to fit neatly and closely. Coursing shall be laid out so that at end conditions of brick panels, brick will not have to be cut to a width less than 2 inches.
4. Pavers shall be accurately cut with a water-cooled, cut-off wheel masonry saw using a diamond blade. Cut edges shall be plumb and straight. Scoring and breaking will not be permitted.
5. Paving patterns shall be as shown on the Drawings. Alignment of decorative bands of pavers shall be true. Any patterns in which the alignment is not acceptable to the Engineer will promptly be removed and reset to conform to this specification.
6. Pavers shall be tightly butted. Joints between pavers shall be hand tight and uniform and shall not exceed 1/8 inch.
7. The unit paving has been designed to provide adequate drainage at all points. If any condition is encountered between given elevations where drain-off is questionable, the Contractor shall notify the Engineer thereof and not proceed with the work until instructions are given. The finished work shall not deviate from the proposed elevations more than 1/8" in 10 feet, laterally.
8. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

EDGE RESTRAINT

Where required, edging shall be cut square and accurately to required length.

1. Edging shall be securely staked in required position. Stakes shall be driven every 24 in. o.c. along length of straight edging, and every 18 in. o.c. along curved edging.
2. Adjacent lengths of edging shall overlap 8 in.
3. Edging shall be set plumb and vertical at required line and grade. Straight sections shall not be wavy; curved sections shall be smooth and shall have no kinks or sharp bends.

PAVER JOINT TREATMENT

1. After setting pavers, joints of pavers shall be filled by sweeping sand into the joints. When joints are filled, paver surfaces shall be misted with a fine spray to settle joint material. After joint material has dried, repeat joint filling and sweeping process. Joint filler shall be continuously swept dry into the joints between pavers until the joints are completely filled. Surface shall be swept clean. Swept surface shall then be thoroughly dampened with a low-volume fine spray of water.

CLEANING AND PROTECTION OF PAVER SURFACES

After completion of unit paver paving, surfaces shall be carefully cleaned, removing all dirt, excess filler, and stains.

PAVER SEALANT

After completion of cleaning of all pavers, Contractor shall apply sealant to all paved surfaces in accordance with manufacturer’s directions.

608.08 – METHOD OF MEASUREMENT

Brick Sidewalk with Bituminous and Concrete Base will be measured by the square yard, complete in place.

608.09 - BASIS OF PAYMENT

The accepted quantity of Brick Sidewalk with Bituminous and Concrete Base will be paid for at the contract unit price per square yard. This price shall include furnishing and installing the brick unit pavers, bituminous setting bed with bituminous mastic, reinforced Portland cement concrete base, and all ancillary materials described above including expansion joint materials, sand joint filler, and sealants.

Excavation and aggregate base course material will be paid under their respective items.

<u>Pay Item</u>	<u>Pay Unit</u>
608.151 Brick Sidewalk with Bituminous and Concrete Base	Square Yard

**SUPPLEMENTAL SPECIFICATIONS
SECTION 608 – SIDEWALKS**

ITEM 608.152 – COBBLESTONE SIDEWALK

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

608.01 DESCRIPTION

- A. This Section specifies the requirements for the furnishing and installing of granite cobblestone unit paver sidewalk for pedestrian areas at the locations shown on the plans and as directed.
- B. The work includes:
 - 2. Cobblestone Unit Paver pavement on sand / cement setting bed.

608.02 DELIVERY, STORAGE, AND HANDLING

- A. Cobblestones will be provided by the City but shall be carefully picked up from the City's stockpiles and delivered to the project by the Contractor. The stones are generally rectangular in shape, representative of commercially available Belgian Pavers.
- B. Handle all unit paver materials carefully in transit and on the site so as to keep units whole. Paving units shall be handled individually or in suitable groups and properly stacked on site for installation in the work.
- C. Store cement and sand under cover and away from direct contact with earth or floor slabs.
- G. Pavers damaged in any manner will be rejected and shall be replaced by the Contractor with new materials at no additional cost to the Owner. Remove all damaged and contaminated materials from job site immediately.

608.03 PROTECTION OF FINISHED SURFACES

- A. Finished surfaces adjacent to the unit paving work shall be adequately protected from soiling, staining, and other damage during construction.

608.04 COORDINATION

- A. The Contractor shall coordinate paving with all other work, especially underground utility construction, to prevent covering up unfinished or uninspected work and loss of time or labor by improper scheduling. Any repaving required by the Engineer due to unacceptable installation shall be done at no additional cost to Owner.

608.05 - PRODUCTS

COBBLESTONE PAVERS

Cobblestone pavers will be as supplied by the City for reuse on this project. Due to the nature of the stones it is expected that there will be natural irregularities in size and shape, however stones that are noticeably (>40%) smaller than the average stone size will be rejected. Cracked or broken stones will be rejected.

BASE COURSE

Base course shall be as indicated on the Drawings and specified below.

1. SAND / CEMENT MIXTURE

The materials used in the sand / cement setting bed and joint filler between cobbles shall be as specified in Section 705.02 – Joint Mortar but shall be in the mixture ratio of 3-parts sand to 1-part Portland cement.

WATER

Water shall be potable and shall be free of injurious contaminants.

608.06 - EXECUTION

INSTALLATION, GENERAL

7. Do not use cobbles with chips, cracks, voids, discolorations, or other defects that might be visible.

8. Mix cobbles of various sizes and textures to obtain a rustic effect. Install stones with the flattest and "best side" up.
9. Stagger joints randomly along the length of the paver strips.

SAND / CEMENT SETTING BED

1. Dry-mix sand and cement in the specified ratio and spread evenly to the specified setting bed thickness. Compact with vibratory compactor. Add an additional 1-inch layer uncompacted for setting stones in by hand.

SETTING COBBLESTONE PAVERS ONTO SETTING BED

1. All unit paver work shall be laid by skilled workmen under adequate supervision.
2. Carefully place the cobbles by hand in straight courses with hand tight joints and uniform top surface.
3. Cobbles shall be set true to the required lines and grades in the configuration detailed on the Drawings, with all surfaces true and corners straight and plumb. Coursing shall be laid out so that at end conditions of cobbles will not have to be cut.
4. Cobbles shall be tightly butted. Joints between cobbles shall be hand tight and uniform.
7. Remove and replace cobbles that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.

COBBLESTONE PAVER JOINT TREATMENT

1. After setting cobblestone pavers, joints of pavers shall be filled by sweeping dry sand / cement mixture into the joints. When joints are filled, cobblestone paver surfaces shall be misted with a fine spray to settle joint material. After joint material has dried, repeat joint filling and sweeping process. Joint filler shall be continuously swept dry into the joints between cobblestone pavers until the joints are completely filled. Surface shall be swept clean. Swept surface shall then be thoroughly dampened with a low-volume fine spray of water.

CLEANING AND PROTECTION OF COBBLESTONE PAVER SURFACES

After completion of cobblestone paver paving, surfaces shall be carefully cleaned, removing all dirt, excess filler, cement and stains.

608.08 – METHOD OF MEASUREMENT

Cobblestone Sidewalk will be measured by the square yard, complete in place.

608.09 - BASIS OF PAYMENT

The accepted quantity of Cobblestone Sidewalk will be paid for at the contract unit price per square yard. This price shall include transporting from City stockpile and installing the cobblestone pavers, sand/cement setting bed, excavation, grading, compacting and all ancillary materials and work described above.

<u>Pay Item</u>	<u>Pay Unit</u>
608.152 Cobblestone Sidewalk	Square Yard

**SUPPLEMENTAL SPECIFICATIONS
SECTION 609 - CURB**

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

609.01 Description

Construct Type 3 bituminous curbing. The mold type shall be Mold 1.

609.10 Basis of Payment

The accepted quantities of bituminous curb will be paid for at the contract unit price complete in place.

<u>Pay Item</u>		<u>Pay Unit</u>
609.31	Curb Type 3	Linear Foot

**SUPPLEMENTAL SPECIFICATIONS
SECTION 610 – RIPRAP**

The provisions of Section 610 of the Standard Specifications shall apply with the following additions and modifications.

610.01 Description

This work shall consist of constructing a protective covering of stone. Riprap shall be between 6" and 12" with 50% being greater than 9". A woven slit geotextile shall be placed under riprap. Geotextile shall be Mirafi 500X or Mirafi 600X or approved equivalent.

610.06 Basis of Payment

The accepted quantity of riprap will be paid for at the contract unit price per cubic yard complete in place including geotextile liner.

<u>Pay Item</u>	<u>Pay Unit</u>
610.08 Plain Riprap	Cubic Yards

**SUPPLEMENTAL SPECIFICATIONS
SECTION 615 - LOAM**

615.01 – DESCRIPTION

This work shall consist of loaming and seeding areas adjacent to existing lawn areas or as required. Loam and its applications shall conform to the requirements of Section 615 of the Standard Specifications. Loam shall have a finished depth of six (6") inches except where otherwise noted and shall be screened through a one (1") inch square mesh screen. **Loam areas shall be rolled (compacted) prior to placement of seed and mulch.**

Seeding shall be Method Number 1 and shall conform to the requirements of Section 618 of the Standard Specifications. The Contractor shall be required to continually seed area of loam and seed until a satisfactory growth of grass is established. If so required, all areas to be loamed and seeded shall be mulched with an approved wood cellulose fiber compatible with recommended hydro-seeding practices. This mulch shall be applied simultaneously with the seed and shall be of sufficient quantity to protect the seed and hold moisture in to insure a satisfactory growth of grass.

The specifications for the wood cellulose fiber proposed to be used shall be presented to the Engineer for acceptance at least ten (10) days (working days) prior to the application thereof.

The Contractor shall also be responsible for mowing any and all areas loamed and seeded. The mowings will be required if deemed necessary to insure and maintain a satisfactory growth of grass and shall not exceed two mowings.

615.02 – MATERIALS

After a sample of loam has been submitted to the Engineer, he may require that a sample be submitted to a testing agency to determine its organic content, characteristics, and potential use as loam suited to the site.

615.08 - BASIS OF PAYMENT

The accepted quantity of loam and seed will be paid for at the contract unit price per square yard. This price shall include the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work. All costs for watering, furnishing labor and equipment for mowing will not be paid for separately, but shall be considered as incidental to this pay item.

<u>Pay Item</u>	<u>Pay Unit</u>
615.08 Loam and Seed	Square Yard

SPECIAL PROVISION

ITEM 624.01 - BENCH

624.01 - DESCRIPTION

This work shall consist of furnishing and installing benches as shown on the plans, as described below and as directed.

624.02 - SUBMITTALS

Contractor shall supply manufacturer's catalog cuts for specified bench and/or installation information for review and approval before ordering bench.

624.03 - MATERIALS

Benches shall be manufactured by Thomas Steele, Inc., or approved equal.

Model: Carnival, 6' long with center arm and vertical slats.

Finish: Black powder coated ("e-Steele" per manufacturer)

Benches shall be fastened to concrete with minimum 3/8" stainless steel anchor stud with nut. Concrete foundations (beneath the 5" concrete pad) shall be sized per the manufacturer's recommendations and shall be subsidiary.

Concrete pad shall be equivalent to reinforced concrete sidewalk (Item 608.08) set on compacted 12" aggregate base course – gravel (Item 304.1) per the attached detail.

624.04 - CONSTRUCTION REQUIREMENTS

Install benches as per manufacturer's recommendation in the locations indicated on the plans and in accordance with the details.

624.05 - METHOD OF MEASUREMENT

Benches shall be measured by each, complete in place.

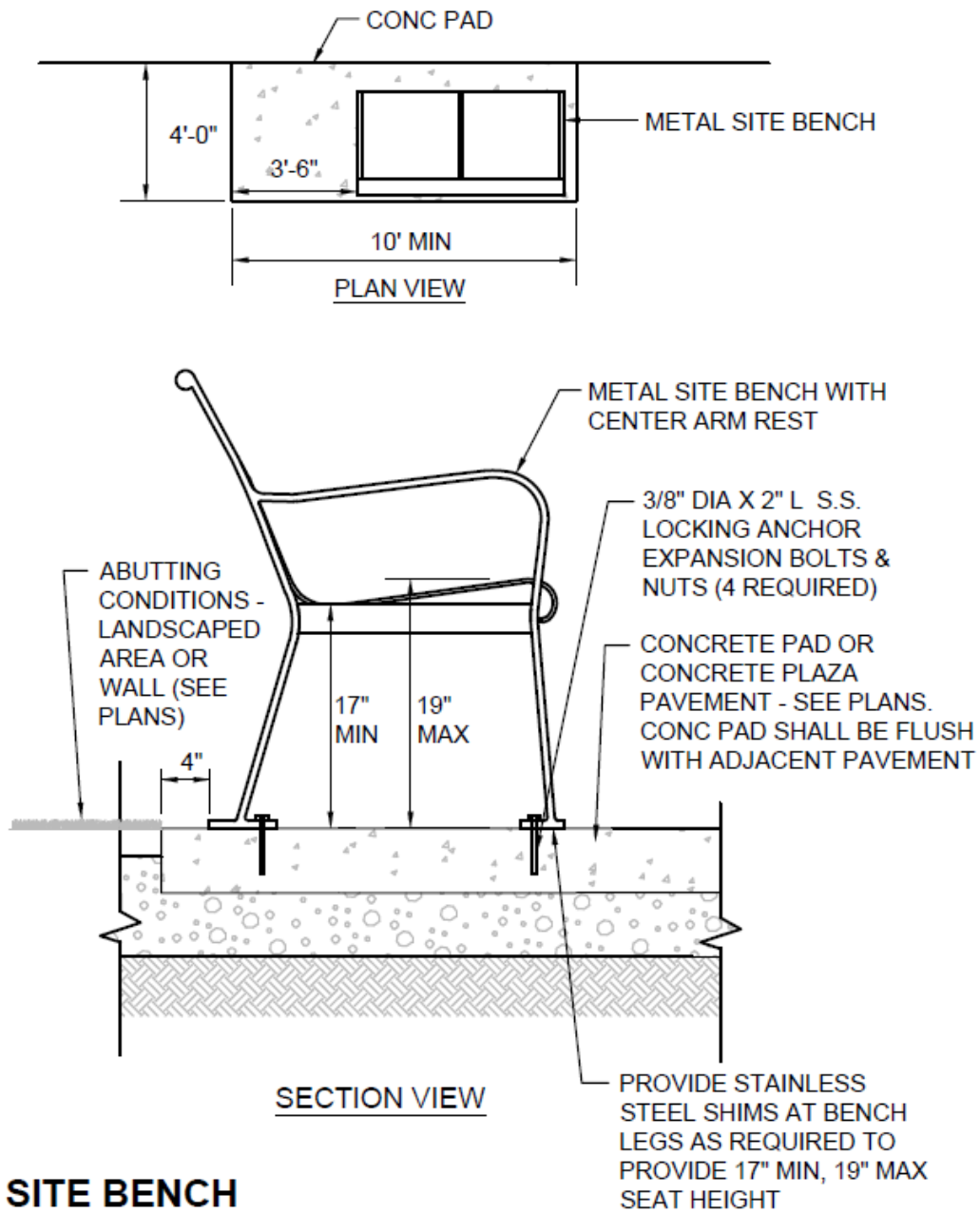
624.06 - BASIS OF PAYMENT

The accepted quantity of benches will be paid for at the contract unit price per each. This price shall include furnishing and installing the benches, including incidentals.

Concrete pads will be paid under reinforced concrete sidewalk (Item 608.08).

Subbase will be paid under 12" aggregate subbase course – gravel (Item 304.1).

Pay Item	Bench	Pay Unit
624.01		Each



SITE BENCH

SCALE: N.T.S.

**SPECIAL PROVISION
ITEM 624.02 – BICYCLE RACK**

624.01 - DESCRIPTION

This work shall consist of furnishing and installing bicycle racks as shown on the plans, as described below and as directed.

624.02 - SUBMITTALS

Contractor shall supply manufacturer's catalog cuts for specified bicycle rack and/or installation information for review and approval before ordering bicycle racks.

624.03 - MATERIALS

Bicycle Racks shall be manufactured by CycleSafe Co., or approved equal.

Model: Inverted U made with heavy gauge schedule 40 steel.

Finish: Black plastisol rubberized finish for scratch resistance (per manufacturer)

Bicycle Racks shall be ground mounted in concrete per manufacturer's detail. Concrete foundations (beneath the 5" concrete pad) shall be sized per the manufacturer's recommendations and shall be subsidiary.

Concrete pad shall be equivalent to reinforced concrete sidewalk (Item 608.08) set on compacted 12" aggregate base course – gravel (Item 304.1).

624.04 - CONSTRUCTION REQUIREMENTS

Install Bicycle Racks as per manufacturer's recommendation in the locations indicated on the plans.

Three bicycle racks are proposed in one 5" reinforced concrete pad with 7-foot x 12-foot dimensions.

624.05 - METHOD OF MEASUREMENT

Bicycle Racks shall be measured by each, complete in place.

624.06 - BASIS OF PAYMENT

The accepted quantity of Bicycle Racks will be paid for at the contract unit price per each. This price shall include furnishing and installing the Bicycle Racks, including incidentals.

Concrete pads will be paid under reinforced concrete sidewalk (Item 608.08).

Subbase will be paid under 12" aggregate subbase course – gravel (Item 304.1).

<u>Pay Item</u>		<u>Pay Unit</u>
624.02	Bicycle Rack	Each

SPECIAL PROVISION

ITEM 624.03 – TRASH AND RECYCLING RECEPTACLE

624.01 - DESCRIPTION

This work shall consist of furnishing and installing Trash and Recycling Receptacles as shown on the plans, as described below and as directed.

624.02 - SUBMITTALS

Contractor shall supply manufacturer's catalog cuts for specified Trash and Recycling Receptacles and installation information for review and approval before ordering Trash and Recycling Receptacles.

624.03 - MATERIALS

Units shall be manufactured by Landscape Forms, Inc. 431 Lawndale Avenue, Kalamazoo, MI 49048, (800)-521-2546 also (269)-381-0396., or approved equal,

Trash receptacle shall be Scarborough Series Model #12 93 23 single use, side opening.

Recycling receptacle shall be Scarborough Series Model #12 93 23 dual use (aluminum cans & plastic), side opening.

Units shall be fastened to concrete pad and foundation with 7/16" stainless steel anchor stud with nut. Concrete foundations (beneath the 5" concrete pad) shall be sized per the manufacturer's recommendations and shall be subsidiary.

Concrete pad shall be equivalent to reinforced concrete sidewalk (Item 608.08) set on compacted 12" aggregate base course – gravel (Item 304.1).

624.04 - CONSTRUCTION REQUIRMEENTS

Install Trash and Recycling Receptacles as per manufacturer's recommendation in the location indicated on the plans, and as directed.

Trash and Recycling Receptacles are proposed in one 5" reinforced concrete pad with 7-foot x 12-foot dimensions, adjacent to the proposed bike racks, oriented for easy removal of contents.

624.05 - METHOD OF MEASUREMENT

Trash and Recycling Receptacles shall be measured by each, complete in place.

624.06 - BASIS OF PAYMENT

The accepted quantity of Trash and Recycling Receptacles will be paid for at the contract unit price per each. (The unit price will be the same for a trash receptacle or a recycling receptacle.) This price shall include furnishing and installing the Trash and Recycling Receptacles, including incidentals.

Concrete pads will be paid under reinforced concrete sidewalk (Item 608.08).

Subbase will be paid under 12" aggregate subbase course – gravel (Item 304.1).

<u>Pay Item</u>		<u>Pay Unit</u>
624.03	Trash and Recycling Receptacle	Each

SUPPLEMENTAL SPECIFICATIONS

SECTION 626 - FOUNDATIONS, CONDUIT, AND JUNCTION BOXES FOR HIGHWAY SIGNING, LIGHTING, AND SIGNALS

ITEM 626.5 - BELL TOWER ELECTRICAL SYSTEM

The provisions of Section 626 of the Standard Specifications shall apply with the following additions and modifications.

1.0 DESCRIPTION. This work shall consist of providing, installing, and testing the bell tower power and control systems including climate-controlled control cabinet with foundation including internal electrical components, wiring, and grounds, as shown in the Plans and as directed by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the relevant provisions in Sections 626 and 643 of the Standard Specifications.

2.0 MATERIALS. Materials shall meet the requirements of Sections 626 and 643 of the Standard Specifications and the following:

2.01 Bell Tower:

The bell tower will be manufactured, delivered and installed by The Verdin Company, including all internal wiring, mechanisms and lights. The bell tower foundation is included in this contract and will be paid under separate items specific to the foundation.

2.02 Digital Bell Controller:

The Verdin Digital Bell controller (DBC870) will be provided by The Verdin Company.

2.03 Electrical Panel:

The 36" x 30" x 6" electrical panel and enclosure will be provided by The Verdin Company and shall be installed by the Contractor's electrical contractor within the controller cabinet.

2.04 Controller cabinet

The bell tower controller cabinet shall conform to the relevant provisions of 718.08 – Controller Cabinet of the Standard Specifications with the following additional guidance:

- The cabinet shall be provided with a thermostatically controlled ventilating fan and filters as specified in 718.08.
- The controller cabinet shall be supplied with a convenience outlet, a standard 3-wire grounding duplex receptacle, 120 VAC / 60 Hz / 20 amp capacity and a lamp socket and 1900 lumen lamp to power the Verdin digital bell controller.
- The main power feed to the control panel shall include a 30 amp fused

disconnect.

- The power supply shall be 120/240 VAC, 60 Hz, 30 amp, single phase.
- The controller cabinet shall be locking with two sets of keys provided to the City.
- The controller cabinet shall be painted gloss black.

The controller cabinet shall be positioned such that the interior is located above the 100 year flood elevation (EL: 135.5)

2.05 Conductors

The bell tower installation shall include all wiring from the power source to the controller cabinet, internal controller cabinet wiring, and all power and control wires between the controller and the bell tower, including spares. Wiring inside the bell tower will be provided by the Verdin Company.

Conductors between the controller and the bell towers shall be as follows:

- Clock control lines: (4) Belden #29500 (4C14, shielded) or equivalent, including spares
- Bell strikers: (10) No. 12 wires (2 per striker and 2 spares) 240 VDC
- Clock control lines and bell striker wires shall be in separate conduit.
- The conductor for the power feed from the main power supply cabinet to the controller cabinet shall include (3) No. 10 wires plus 1 No. 10 ground wire.

Prior to ordering any components, the Contractor shall submit Fabrication Drawings in accordance with Section 105.7.4. The submittal shall contain, as a minimum, the following information:

- Cabinet. Size, manufacturer, model, accessories, material, and finish.
- Concrete control cabinet foundation or aluminum post mount with foundation, including mounting hardware. Dimensions to match cabinet, reinforcing, and material.
- Electrical Components and Controls. Make, model, and applicable electrical capacities and settings.

3.0 CONSTRUCTION REQUIREMENTS.

The Contractor shall coordinate the installation with the City of Auburn and/or the power utility company which supplies power at the existing source control cabinet adjacent to Broad Street. The Contractor shall install conduit, sweeps, riser and wire to enable the power supply connection, which shall be made by the City and/or power company. The contractor shall also add any connections and breakers within the power source cabinet as may be necessary for the clock and bell tower power supply. The Verdin Company will perform all testing of the system and any power supply and control line related adjustments shall be made by the Contractor. All system operations and fine tuning will be by the Verdin Company.

4.0 METHOD OF MEASUREMENT.

The quantity to be measured for payment will be the number of lump sum units installed in the complete and accepted work.

5.0 BASIS OF PAYMENT.

The accepted quantity of bell tower electrical system will be paid for at the Contract lump sum price. Payment will be full compensation for furnishing, transporting, handling, assembling, testing, and placing the materials specified, including foundations, grounding, receptacles, wiring for power and controls from power source all the way to the base of the bell tower, cabinet, lock, mounting panels, internal electrical components, power meter, transformer(s), heat source, fan, light, and wiring, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. Electrical conduit will be paid separately under the respective conduit items.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
626.5	Bell Tower Electrical System	Lump Sum

**SUPPLEMENTAL SPECIFICATIONS
SECTION 627 – PAVEMENT MARKINGS**

The provisions of Section 627 of the Standard Specifications shall apply with the following additions and modifications.

627.01 Description

This item shall consist of furnishing and placing reflectorized pavement lines and markings in accordance with Section 708.03 and Section 712.05.

627.10 Basis of payment

Pavement marking lines will be paid for at the contract unit price per linear foot.

<u>Pay Item</u>		<u>Pay Unit</u>
627.18	12" Solid White pavement Marking Line	Linear Foot
627.733	4" White or Yellow Painted Pavement Marking Line	Linear Foot
627.744	6" White or Yellow Painted Pavement Marking Line	Linear Foot
627.75	White or Yellow Pavement and Curb Marking	Square Foot

**SUPPLEMENTAL SPECIFICATIONS
SECTION 634 – HIGHWAY LIGHTING**

The provisions of Section 634 of the Standard Specifications shall apply with the following additions and modifications.

634.01 DESCRIPTION

This work shall consist of furnishing and installing new lighting poles with fixed luminaires. Light poles shall be installed with breakaway devices.

634.02 GENERAL

Lighting poles shall be provided as detailed on the Contract Drawings. Power connection for new lighting poles shall be obtained by a new metered service contracted with the *Central Maine Power Company*. Installation of new poles shall be in full accordance with the details shown on the Contract Drawings.

Luminaires shall be "Utility Washington Postlite" style decorative luminaires as manufactured by *Holophane Lighting*, rated to operate 47-watt LED lamps.

634.021 MATERIALS

Materials shall meet the relevant requirements specified in the following Subsection of Division 700 -

Materials:

Steel Conduit	715.02
Non-Metallic Conduit	715.03
Secondary Wiring	715.07
Luminaires, Lamps, and Ballasts	715.08
Photo-Electric Control	715.10
Anchor Bolts	720.07
Lighting Control Box	715.11

634.024 LIGHT STANDARDS

For the purposes of establishing the design weight and projected area of luminaires, the manufacturer's actual data for the specified luminaires shall be used. Light standards shall be as furnished by the *Holophane Lighting* and shall be 12-foot tall, round aluminum, with polyester powder coat black paint finish, model WDA 12 F5J 17 P07 ABG BK R132A. Light Standards shall be equipped with a duplex GFC weatherproof receptacle outlet mounted at 11'-0".

634.04 CABLE INSTALLATION

All cable servicing lighting poles shall be furnished and installed under this contract. The Contractor shall furnish and install cable, and shall make connections at the base of poles to underground service cables.

634.05 LIGHT STANDARD

Provide in-line fuse block and fuse for circuit wiring.

634.06 LUMINAIRES

Luminaires as furnished by *Holophane Lighting* and shall include polyester powder coat black paint finish. Luminaires shall be model WFCL2 035 3K AS BK L3 S AO, with LED lamps and driver. Luminaires shall provide an IESNA Type 3 optical distribution.

634.08 ELECTRICAL SERVICE

The utility service will be 120/240 volt, single phase, 3-wire.

The following equipment shall be provided and installed at the Service Box:

A pedestal-mounted weatherproof box enclosure; a 120/240 volt, 100 ampere panelboard with five 20 ampere circuit breakers; a main breaker, lightning arrestors, wiring termination lugs; a photocell control and contactor to operate the entire panel; and an exterior utility company meter socket.

The service box shall be designed to provide power to two lighting circuits, two light pole receptacle circuits, and power supply to the bell tower electrical system control cabinet (see Item 626.5). The lighting panelboard shall be as manufactured by Square D., model NQOD or approved equal.

The electric utility company shall provide the electrical service of the characteristics required for this installation. The Contractor's work will begin where the utility company's work ends.

The Contractor shall furnish all labor, materials, etc. necessary for a complete approved electrical service as required for this project, including inspection and approval by the utility and local inspection departments.

The Contractor shall notify the utility company in writing, with a copy to the Engineer, no greater than 60 days prior to when the power service will be required for each facility.

634.081 BONDING AND GROUPING

A separate, green insulated ground conductor shall be provided to extend from the luminaires to a ground lug at the inside base of each pole.

634.092 METHOD OF MEASUREMENT

New light standards will be measured by the single unit, complete in place and accepted, including luminaires, lamps, poles, breakaway devices, internal wiring, and anchor bolts.

New electrical service boxes shall be measured as a single quantity, complete and accepted, including all interior components.

634.093 BASIS OF PAYMENT

The accepted quantity of light standards will be paid for at the contract unit price each for the number of standards by each type. Payment shall be full compensation for the light poles, pole bracket arms, breakaway devices, pole wiring, luminaires including drivers and lamps, and all incidentals necessary to complete the work.

The accepted quantity of service arrangements will be paid for at the contract unit price for each service box location. Payment shall be full compensation for the service wire, box enclosures, box foundation base, panel boards, photocell controls, contactors, service meter, steel riser conduit and conductors to utility company power source, and all incidentals necessary to complete the work.

Payment will be made for the total number of linear feet of each type of wiring cables actually furnished, installed and accepted at the contract unit price per unit price. This price shall include the cost of furnishing and installing wiring conductors, terminations, labor, equipment and incidentals necessary to complete the work.

Conduit will be paid under the respective conduit items.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
626.11	Precast Concrete Junction Box	Each
626.215	2-1/2-Inch Steel Conduit	Linear Feet
626.221	1-1/2-Inch Non-metalic Conduit, Sched. 40	Linear Feet
626.232	1-1/2-Inch Non-metalic Conduit, Sched. 40	Linear Feet
626.31	18 Inch Foundation	Each
634.041	#2 AWG Cable Installation	Linear Feet
634.042	#6 AWG Cable Installation	Linear Feet
634.043	#8 AWG Cable Installation	Linear Feet
634.08	Electrical Service Box	Each
634.21	Conventional Lighting Standard	Each

**SUPPLEMENTAL SPECIFICATIONS
SECTION 642 – STEPS**

The provisions of Section 642 of the Standard Specifications shall apply with the following additions and modifications:

642.01 Description

This supplemental specification applies to the construction of cast-in-place concrete steps that are proposed to provide access to the basement level of the residential building at 15 Broad Street from the new ground surface adjacent to the proposed paved parking lot, as well as to provide river access from the Greenway Trail as shown on the plans. The steps shall include galvanized steel railings as detailed on the plans and concrete landings.

642.07 Basis of payment

The accepted quantity for cast-in-place concrete steps will be paid for at the unit contract price per cubic yard complete in place which price shall be full compensation for furnishing and placing all materials including reinforcing steel and galvanized hand rails.

<u>Pay Item</u>		<u>Pay Unit</u>
642.17	Cast-in-Place Concrete Steps	Cubic Yard

**SUPPLEMENTAL SPECIFICATIONS
SECTION 642 – STEPS**

The provisions of Section 642 of the Standard Specifications shall apply with the following additions and modifications:

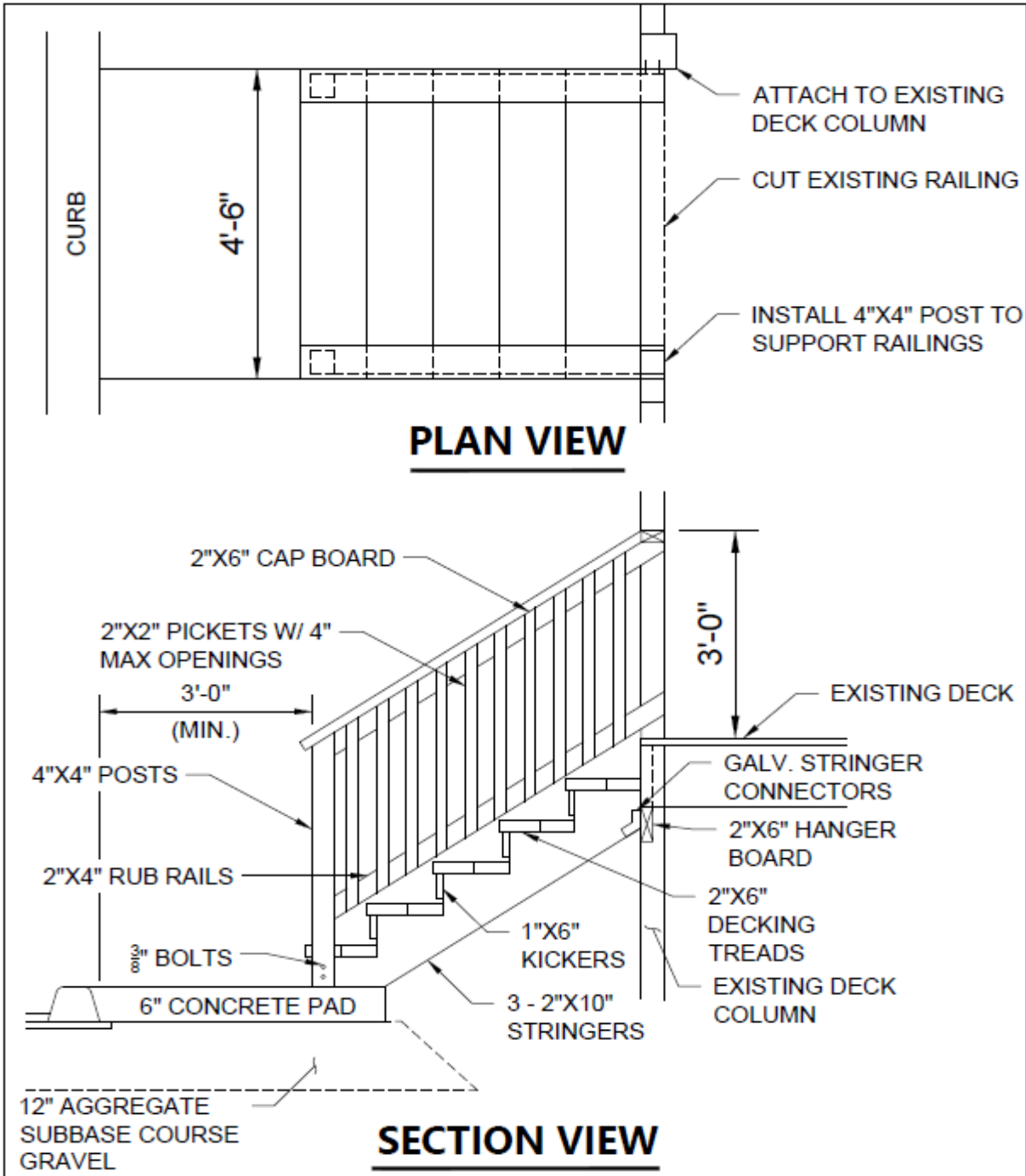
642.01 Description

This supplemental specification applies to the construction of pressure treated wooden steps that are proposed to extend down from the existing wooden deck on the back of the residential building at 15 Broad Street to the new ground surface adjacent to the proposed paved parking lot as shown on the plans. The steps shall include wooden railings and vertical balusters and a concrete footing and level platform at the base. The steps shall be constructed according to the attached detail and as directed.

642.07 Basis of payment

The accepted wooden steps will be paid for at the contract unit price per each, complete in place which price shall be full compensation for furnishing all materials, labor and other incidentals necessary to complete the work, including necessary cutting, modifications and supports to the existing deck railings and construction of a concrete landing.

<u>Pay Item</u>		<u>Pay Unit</u>
642.12	Wooden Steps	Each



NOTES

1. SET TREAD AND RISER DIMENSIONS IN THE FIELD TO BE UNIFORM AND TO ALLOW FOR 3'-0" CONCRETE PLATFORM AT THE BOTTOM.
2. MAX. RISER HEIGHT = $7\frac{1}{2}$ ". MIN. TREAD DEPTH = 10".

ITEM 642.12 WOODEN STEPS

**SUPPLEMENTAL SPECIFICATIONS
SECTION 652 – MAINTENANCE OF TRAFFIC**

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

652.3.6 Traffic Control

The Contractor shall maintain access to all businesses and drives on Second Street during construction. Two-way traffic flow shall be required on all streets during non-working hours.

The Contractor must submit a written Traffic Control Plan before the Preconstruction Meeting to the City Engineer for approval.

652.7 Method of Measurement

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

Work Zone Traffic Control shall be measured as a percentage of work completed to date relative to total work estimated.

652.02 Basis of payment

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

Preparation of traffic control plans, constructions signage, 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.

<u>Pay Item</u>	<u>Pay Unit</u>
652.36 Work Zone Traffic Control	Lump Sum

SUPPLEMENTAL SPECIFICATIONS
SECTION 653 – POLYSTYRENE PLASTIC INSULATION

The provisions of Section 653 of the Standard Specifications shall apply with the following additions and modifications:

653.01 Description

This supplemental specification applies to the installation of polystyrene plastic insulation against the basement walls that will be filled against around 3 sides of the residential building at 15 Broad Street as shown on the plans and as directed

653.04 Placing Insulating Boards

The insulation boards shall be placed vertically and flush against the existing exterior basement walls with no gaps between adjacent insulation boards. The boards shall extend down to the bottom of the excavation that is proposed for the underdrain and shall extend upward to within 6 inches of the top of the proposed crushed stone backfill. The boards shall be carefully backfilled to avoid movement and crushing of the insulation.

<u>Pay Item</u>		<u>Pay Unit</u>
653.22	2 Inch Polystyrene Plastic Insulation	SY

**SUPPLEMENTAL SPECIFICATIONS
SECTION 659 – MOBILIZATION**

The provisions of Section 659 of the Standard Specifications shall apply with the following additions and modifications.

659.01 Description

This item shall consist of preparatory work and operations including, but not limited to those necessary to the movement of personnel, equipment, supplies and incidentals to the project site; and for all other work and operations which must be performed, or costs incurred prior to beginning work on the various items on the project site.

659.02 Basis of payment

Partial payments will be made in accordance with Section 108.2.3 Mobilization of the Standard Specifications.

The total sum of payments under this item shall not exceed the original Contract amount bid and shall include winter shutdown and remobilization the following year.

Pay Item		Pay Unit
659.10	Mobilization	Lump Sum

SUPPLEMENTAL SPECIFICATIONS

DISISION 600 MISCELLANEOUS CONSTRUCTION

ITEM 672.1 - PRECAST CONCRETE BLOCK GRAVITY WALL

The provisions of Sections 672 of the Standard Specifications shall apply with the following additions and modifications.

1.0 DESCRIPTION

This work shall consist of constructing Precast Concrete Block Gravity Wall as shown on the Plans and as directed by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the relevant provisions in Section 672 of the Standard Specifications.

2.0 MATERIALS

The wall system shall be one of the approved combinations of facing block and soil reinforcement systems noted on the Maine DOT's Qualified Products List (QPL). Specifically, the wall system shall be by Redi Rock and shall be designed to meet the required dimensions and existing site conditions.

The facing block texture style shall be "cobblestone" and the color shall be selected by the Engineer from the selected supplier's available colors with a preference in the medium gray range.

The wall shall include concrete caps supplied by the manufacturer, and top courses of blocks that will be visible from both sides shall be "freestanding" having both faces and end blocks finished to provide a finished appearance.

Block walls from alternative manufacturers will only be entertained if they meet the approximate dimensions of the Redi-Rock blocks, are interlocking, have textured faces, can be placed in curving alignments to meet the design shown in the plans, and provide equivalent structural support as demonstrated by the supplier's calculations. Walls by "Stone Strong Systems" may be applicable due to their adaptability to concave and convex curved wall alignments, pending design by the supplier's engineer. The Engineer will determine whether the alternative wall systems are equivalent and meet all of the relevant provisions of Section 672. Acceptance is not guaranteed.

4.0 METHOD OF MEASUREMENT

The method of measurement shall be per the standard specifications.

5.0 BASIS OF PAYMENT

The basis of payment shall be per the standard specifications, including incidentals.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
672.1	Precast Concrete Block Gravity Wall	Square Foot

SUPPLEMENTAL SPECIFICATIONS

DISISION 600 MISCELLANEOUS CONSTRUCTION

ITEM 672.11 - CONCRETE BLOCK GRAVITY WALL - SMALL

The relevant provisions of Sections 672 of the Standard Specifications shall apply with the following additions and modifications.

1.0 DESCRIPTION

This work shall consist of constructing Concrete Block Gravity Wall – Small as shown on the Plans for the retaining walls surrounding the basement at 15 Broad Street and as directed by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the relevant provisions in Section 672 of the Standard Specifications including geotechnical design and geosynthetic backfill reinforcing.

2.0 MATERIALS

The wall system shall be comprised of split face concrete masonry units (CMU) with nominal dimensions of 8”h x 16” long x 8” deep. The block voids shall be filled with Portland cement concrete and the joints filled with cement mortar. The walls shall include vertical steel reinforcing and shall include geogrid reinforcement as required and specified by the wall system manufacturer and Contractor’s geotechnical engineer’s recommendations.

The split face block color choices shall be provided to the Engineer with the required materials submittals and the Engineer, with input from the property owner, will select the color from the supplier’s color chart of available colors. The available colors shall be in the light gray or tan color ranges. All blocks shall be from the same manufacturer and production series to ensure uniformity of appearance and quality.

In portions of the wall where the split face front and back of blocks will be permanently covered by backfill materials standard concrete masonry units without split face texture may be used to save cost, permitted the blocks match the strength and dimensions of the split face blocks.

The wall shall include cap stones supplied by the manufacturer, and top blocks that are visible from two sides shall have split face texture on both faces, and corner blocks shall have split face texture on adjoining faces, to provide a finished appearance.

4.0 METHOD OF MEASUREMENT

The method of measurement shall be per the standard specifications for Item 672.1.

5.0 BASIS OF PAYMENT

The basis of payment will be per the standard specifications for Item 672.1, including incidentals.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
672.11	Concrete Block Gravity Wall – Small	Square Foot

SUPPLEMENTAL SPECIFICATIONS

DISISION 600 MISCELLANEOUS CONSTRUCTION

ITEM 673.5 - CAST-IN-PLACE CONCRETE SEAT WALL

The provisions of Sections 502 and 673 of the Standard Specifications shall apply with the following additions and modifications.

1.0 DESCRIPTION.

This work shall consist of constructing cast-in-place reinforced concrete seat walls as shown on the Plans and as directed by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the relevant provisions in Sections 502 – Structural Concrete and Section 673 of the Standard Specifications.

2.0 MATERIALS.

Materials shall meet the requirements of Sections 502 of the Standard Specifications and the following:

- Concrete shall be 4,000 PSI (Class A)
- Footing shall be placed on compacted Aggregate Subbase Course - Gravel (Item 304.10)

3.0 CONSTRUCTION REQUIREMENTS.

The cast-in-place reinforced concrete seat walls will include construction joints spaced at 30-foot intervals. Reinforcing shall span across joints as specified in Section 502.

All exposed surfaces shall be finished smooth, with rough edges or corners smoothed down.

4.0 METHOD OF MEASUREMENT. The quantity of cast-in-place concrete seat wall to be measured for payment will be the length of wall as measured along the face of wall installed in the complete and accepted work.

5.0 BASIS OF PAYMENT. The accepted quantity of cast-in-place seat wall will be paid for at the Contract price per linear foot. Payment will be full compensation for furnishing, testing and placing the materials specified including PVC weep holes, crushed stone backfill for drainage with associated geotextile wrap, and incidentals.

Protective coating shall be paid for under Section 515, Protective Coating for Concrete Surfaces.

Aggregate Subbase Course – Gravel will be paid under Item 304.10.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
673.5	Cast-In-Place Concrete Seat Wall	Linear Foot

SUPPLEMENTAL SPECIFICATIONS

DISISION 600 MISCELLANEOUS CONSTRUCTION

ITEM 673.6 - DECK SUPPORTS

The provisions of Sections 502 and 673 of the Standard Specifications shall apply with the following additions and modifications.

1.0 DESCRIPTION

This work shall consist of constructing cast-in-place reinforced concrete supports and adjustable steel connectors to replace the existing deck footings at the rear of the building at 15 broad Street as detailed and shown on the Plans and as directed by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the relevant provisions in Sections 502 – Structural Concrete and Section 673 of the Standard Specifications.

2.0 MATERIALS

Materials shall meet the requirements of Sections 502 of the Standard Specifications and the following:

- Concrete shall be 4,000 PSI (Class A)
- Precast substitutions will be considered if they meet or exceed the required base area and satisfy the required vertical dimensions.
- Footing shall be placed on compacted undisturbed soil or Aggregate Subbase Course - Gravel (Item 304.10)
- Steel adjustable square post supports shall be by Pylex company (see Pylex.com) or approved equal to fit the existing wooden columns and shall be vertically adjustable a minimum of 3-inches. Supports shall be powder coated black or gray and shall include stainless steel lag bolts to fasten to wood columns and stainless base bolts mounted in concrete footings.

3.0 CONSTRUCTION REQUIREMENTS

The cast-in-place reinforced concrete bases shall replace the existing concrete column bases to accommodate the proposed site grading at each column location. Existing wood columns shall be cut to length as needed. Contractor shall temporarily support the existing wooden deck while replacing existing column footings such that the deck does not deflect or pose a safety concern for building residents. The adjustable post supports shall be permanently installed with the extension set at mid-range such that future adjustment of 1-1/2 inches will be possible in either direction.

Concrete bases and steel supports shall be set plumb. All exposed concrete surfaces shall be finished smooth, with rough edges or corners smoothed down.

4.0 METHOD OF MEASUREMENT

The quantity of Deck Supports to be measured for payment will be the number of each deck support in the complete and accepted work.

5.0 BASIS OF PAYMENT

The accepted quantity of Deck Supports will be paid for at the Contract price per each. Payment will be

full compensation for furnishing and placing the materials specified including excavation and removal of the old post supports, temporary supports, and incidentals.

Aggregate Subbase Course – Gravel, if required, will be paid under Item 304.10.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
673.6	Deck Support	Each

SUPPLEMENTAL SPECIFICATIONS

ITEM 900.1 – GEOTECHNICAL TESTING AND ANALYSIS

1.0 DESCRIPTION

This work shall consist of performing subsurface investigations in support of the proposed bell tower foundation and concrete block retaining walls. The Contractor shall hire a qualified Maine geotechnical firm to manage the sampling, analysis and recommendations.

The work shall include one soil boring taken at the approximate center of the proposed bell tower foundation. The boring shall be taken to a depth of approximately 20 feet or to refusal. The purpose of the boring is to determine whether there are any compressible soils or ledge at the tower location.

Refer to the notes in the Bell Tower Foundation Details plan for additional guidance.

The work shall also include test pits at at least three locations along the proposed precast concrete block gravity wall along the river to determine whether there are any soil stability concerns or ledge outcrops that would require design modifications.

4.0 METHOD OF MEASUREMENT

The quantity of Geotechnical Testing and Analysis shall be measured for payment as a lump sum item.

5.0 BASIS OF PAYMENT

The accepted quantity of Geotechnical Testing and Analysis will be paid for at the Contract Lump Sum price upon completion of the field work and receipt of the recommendations. Payment will be full compensation for subsurface exploration, lab work, analysis, and furnishing results and recommendations in written form.

Payment will be made under:

<u>Pay Item</u>		<u>Pay Unit</u>
900.1	Geotechnical Testing and Analysis	Lump Sum

BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as OWNER in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2019.

The Condition of the above obligation is such that whereas the principal has submitted to _____ a certain BID,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____ (L.S)
Principal

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SAMPLE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, ____ by and between the CITY OF AUBURN, a municipal corporation existing under the laws of the State of Maine and located in the County of Androscoggin, State of Maine (hereinafter "CITY"), Company Name, Address, EIN, (hereinafter "CONTRACTOR"),

WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: **New Auburn Village Center Redevelopment – Phase 1; Project-Bid #2020-001** which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced by _____, 2019 and fully completed on or before _____, 2020.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$ _____

PERFORMANCE BOND:

4. If required by the City, the CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of \$ _____ or N/A (whichever applies) executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR. Yes, Required (Initials: ___) No, Waived (Initials ___)

GUARANTEE:

5.The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR'S LIABILITY INSURANCE:

8.The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.

Commercial General Liability to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000

Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
-----------------------------------	-------------

Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

Professional Liability

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

Certificates of Insurance of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

Construction Agreement

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

DAMAGES:

9.The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

LIENS:

10.Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payment are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

13.The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

CLEANING UP:

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus

materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

15. Unless otherwise agreed to, the CITY shall make payments on account of the Agreement as follows:

Within 30 days, as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BY: _____ BY: _____
Witness Finance Director

BY: _____ BY: _____
Witness Contractor

COMPLIANCE WITH FEDERAL REQUIREMENTS

1. Section 3 Requirements

Each year the U.S. Department of Housing and Urban Development (HUD) invests billions of federal dollars into the local economy. 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 must certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

Each bidder must fully comply with the requirements, terms, and conditions of the Federal policy to award a fair share of subagreements to minority and women's businesses. The bidder commits itself to taking affirmative actions contained herein, prior to submission of bids or proposals.

SECTION 3 CLAUSE: Every contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a section 3 covered project, the following clauses (referred to as section 3 clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12

U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135.

The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

APPLICABILITY OF SECTION 3

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.

Contractors 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

Contractors 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 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

AFFIRMATIVE ACTIONS

1. When feasible, segmenting total work requirements to permit maximum DBE participation.
2. Assuring that DBEs are solicited whenever they are potential sources of goods or services. This activity may include:
 - a. Sending letters or making other personal contacts with DBEs or other DBEs known to the bidder. DBEs should be contacted when other potential subcontractors are

contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:

- i. Specific description of the work to be subcontracted;
 - ii. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date quotation is due to the bidder;
 - iv. Name, address, and phone number of the person in the bidder's firm whom the prospective DBE subcontractor should contact for additional information.
- b. Sending letters or making other personal contacts with local, state, Federal, and private agencies and DBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to DBE firms.
3. Establishing delivery schedules, if feasible, which will encourage participation by DBEs.

DETERMINATION OF COMPLIANCE

It is to be noted that bidders must demonstrate compliance with DBE requirements to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses, and phone numbers of DBEs expected to perform work;
2. Work to be performed by the DBEs;
3. Aggregate dollar amount of work to be performed by DBEs;
4. Description of contacts to DBE organizations, agencies, and associates which serve DBEs, including names of organizations, agencies, and associations, and date of contacts;
5. Description of contacts to DBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and date of contacts.

To demonstrate compliance, all bidders must complete the following Disadvantaged Business Enterprise Utilization Worksheet and submit it to the City with their bid.

For a list of certified firms and company designation (DBE) go to <http://www.maine.gov/mdot/disadvantaged-business-enterprises/dbe-home.php#directory>

2. Equal Employment Opportunity

The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed religion, sex, familial status, handicap, 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, creed, religion, sex, familial status, handicap, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.

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 for employment without regard to race, color, creed, religion, sex, familial status, handicap or national origin.

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' representatives 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.

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.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the 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.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such 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 contract procedures authorized 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.

The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) 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 28, 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 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 Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

3. The Copeland Anti-Kickback Act

The Contractor shall comply with the Copeland Anti-Kickback Act. This Act provides that each

contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

The Contractor shall comply with the Contract Work Hours and Safety Standards Act. Each contractor shall be required to compute wages of every mechanic or laborer on the basis of a standard workweek of 40 hours. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor.

5. Davis-Bacon Act

Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum specified in the Wage Decision contained herein this document.

6. Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction

See attached Federal Labor Standards Provisions, form HUD-4010.

A contractor's guide is available to help you better understand and comply with Davis-Bacon labor standards. The guide is available on HUD's home page at:

<http://www.hud.gov/offices/adm/hudclips/guidebooks/HUD-LR-4812/4812-LR.pdf>

7. CERTIFICATION OF NONSEGREGATED FACILITIES

(This section is applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this proposed contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed contractors for prior to the award of subcontracts exceeding \$10,000 which are not exempt from his provisions of the Equal

Opportunity clause; that he will retain such certifications in files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Respectfully submitted,

By: _____ Print: _ Title: _ Business Address: _____

"General Decision Number: ME20190045 01/04/2019

Superseded General Decision Number: ME20180121

State: Maine

Construction Type: Highway

County: Androscoggin County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was 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 \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number

Publication
Date 0 01/04/2019

SUME2014-040 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.95	3.23
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	1.13
ELECTRICIAN.....	\$ 25.21	5.63

HIGHWAY/PARKING LOT STRIPING:

Laborer.....\$	15.53	2.04
INSTALLER - GUARDRAIL.....\$	19.98	2.55
IRONWORKER, REINFORCING.....\$	21.85	0.00
IRONWORKER, STRUCTURAL.....\$	22.33	4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....\$	16.71	0.63
LABORER: Common or General.....\$	14.65	1.64
LABORER: Epoxy Injector (Concrete).....\$	13.43	1.15
LABORER: Wheelman.....\$	22.87	3.79
OPERATOR:		
Backhoe/Excavator/Trackhoe.....\$	20.09	3.20
OPERATOR: Bobcat/Skid		

OPERATOR: Broom/Sweeper.....\$	19.52	0.00
OPERATOR: Bulldozer.....\$	21.71	5.67
OPERATOR: Grader/Blade.....\$	27.40	8.13
OPERATOR: Loader.....\$	19.52	3.19
OPERATOR: Mechanic.....\$	24.69	8.18
OPERATOR: Milling Machine.....\$	28.51	5.44
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....\$	20.86	3.73
OPERATOR: Roller (Earth).....\$	14.74	1.29
OPERATOR: Roller Asphalt.....\$	19.14	3.43
TRAFFIC CONTROL: Flagger.....\$	9.06	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....\$		

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for
Federal Contractors applies to all contracts subject to the Davis-Bacon Act
for which the contract is awarded (and any solicitation was issued) on or

8/16/2

beta.SA
after January 1, 2017. If this contract is covered by the EO, the contractor
must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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.

=====

END OF GENERAL DECISION

"