



City of Auburn, Maine

Engineering Department

www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

February 1, 2019

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Public Services Department's **2019 Chestnut Street Construction 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: **"2019 Chestnut Street Construction Project-Bid #2019-019."**

Bid packages will be available beginning on Friday, February 1, 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 Kris Bennett P.E, Assistant City Engineer, at (207) 333-6601, ext. 1134. **A mandatory pre-bid will be held on Tuesday, February 12th, 2019, at 2:00pm in Room 206 (Community Room), Auburn City Hall.**

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, February 21st, 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 Council Chambers, Auburn City Hall.

Sincerely,

Derek Boulanger
Facilities Manager/Purchasing Agent

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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 "2019 Chestnut Street Construction Project – Bid # 2019-019", 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 completion date for this project is August 31st, 2019. Liquidated damages of \$500/calendar day will be assessed on uncompleted work.
13. Community Development Block Grant (CDBG) funds have been allocated for this project. See supporting documentation at the end of this bid book for additional information.

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 Assistant City 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 February 21, 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

MDOT ITEM	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
202.20	Remove Bituminous Concrete Surface	SY	525		
202.201	Sawcut Pavement	LF	200		
202.203	Pavement Butt Joints	SY	100		
203.20	Common Excavation	CY	1,100		
304.10	Aggregate Subbase Course - Type D	CY	400		
304.14	Aggregate Base Course – Type A	CY	80		
304.141	Aggregate Base Course – Type A (P&W)	CY	370		
403.209	Hot Mix Asphalt, Hand Place	TON	215		
403.210	Hot Mix Asphalt, 9.5mm Surface	TON	65		
403.213	Hot Mix Asphalt, 12.5mm HMA Base	TON	90		
409.15	Bituminous Tack Coat. Applied	GAL	60		
603.159	12" Culvert Pipe Option III	LF	90		
603.1791	18" Culvert Pipe Connections	EA	4		
604.252	Catch Basin Type A5-C	EA	4		
607.18	Chain Link Fence - 5 foot	LF	165		
607.23	Chain Link Fence Gate	EA	1		
609.11	Vertical Curb Type 1 - Concrete	LF	600		
609.111	Vertical Bituminous Curb	LF	40		
615.08	Loam & Seed	SY	500		
619.1301	Bark Mulch	CY	12		
627.733	4" White Pavement Marking Lines	LF	1,330		
627.75	White Pavement Markings	SF	150		
652.36	Work Zone Traffic Control	LS	1		
659.10	Mobilization	LS	1		
			Total		

Company Name: _____

Signed by: _____

Title: _____

Print Name: _____

Address: _____

Tel. # _____

Date: _____

Addendum Acknowledged:

_____ Date _____

_____ Date _____

SCOPE OF WORK

The following scope of work is being proposed for the 2019 Chestnut Street Construction Project for the City of Auburn. The scope of work is a brief overview of the expected extent of work on each street included in this contract. This is only a proposed scope with associated estimated quantities. Items, extent and entire streets may be added or deleted as work progresses or to meet the available funding for this work. Refer conceptual plans of the project provided with this bid package.

Chestnut Street Side of PAL Center

- Remove pavement at existing parking area
- Install slipform concrete curbing
- Grade the area with Type A Gravel and pave with 2" of 9.5mm HMA (Hand Pave)
- Install 5' chain link fence and gate as directed

Westerly Side of PAL Center

- Box cut for new parking and connecting aisle from Chestnut Street to Walnut Street
- Parking lot & drive entrance build up 12" Type A, 2" 12.5mm HMA, 1" 9.5mm HMA
- Aisle build up 15" Type D, 3" Type A, 2" 12.5mm HMA, 1.5" 9.5mm HMA
- Sidewalk build up 12" Type A, 2" 9.5mm HMA (hand pave)
- Remove concrete walkway into westerly entrance of PAL Center (paid under Item 202.20)
- Install catch basins and 12" SD. Sawcut trench and pave as aisle build up.
- Item 603.1791 for connection of existing 18" SD to new intersecting catch basins
- Stripe parking stalls
- Mulch along the backside of the sidewalk
- Loam and seed disturbed areas

Chestnut Street

- Install speed table and raised crosswalk as directed (hand pave). Allow for water to flow along curbline for the speed table
- Install CBs and SD at the raised crosswalk location
- Bituminous curbing disturbed during construction shall be reconstructed and paid under Item 609.111
- Build a drive entrance at the gravel parking area
- Paint crosswalk and raised tables
- Stripe centerline on Chestnut Street

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

Residents shall be notified sufficiently in advance of any construction affecting the driveway and sidewalk to allow adequate time for their removal of personal vehicles. Locations of cuts for drive access affecting individual residents 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 caused by his operations.

Stop signs 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.

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 City of Auburn, Department of Public Services will establish, at their discretion, a benchmark location and one construction baseline. The Contractor shall be responsible for maintaining these controls during construction and providing all 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 will be employed by the contractor.

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:

Kris Bennett P.E.
Assistant City Engineer
Engineering Division
Tel. 333-6601 ext. 1134

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. Final payment will not be made until Engineer receives copies of daily records.

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 unless otherwise specified.

F – 20 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- 21 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- 22 Change Orders

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

F-23 Escalation

Raise in escalation shall be forfeited if paving work is performed after the contract completion date. Escalation price at the time of the completion date shall be used for calculating unless the price decreases.

**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 202 - REMOVING OF STRUCTURES AND OBSTRUCTIONS

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

202.01 Description

This work shall consist of the removal (milling, grinding or planing) of the surface of the bituminous concrete pavement to the depth, width, grade and cross sections as directed by the Engineer. The sawcut item will be used for cutting the match lines.

202.061 Removing Material

The equipment for removing the bituminous surface shall be a power operating planing machine or grinder capable of removing the bituminous concrete pavement to the required depth. Pavement removal via excavator is acceptable after sawcutting boundaries. Pavement millings shall become the property of the contractor and shall be disposed of in an approved location.

202.08 Basis of Payment

The accepted quantity of removing pavement surface and for butt joints will be paid for at the contract unit price per square yard which price will be full compensation for removing, hauling, clean up and stockpiling the material. The accepted quantity of sawcutting will be paid for at the contract unit price per linear foot which price will be full compensation for cutting, cleaning, and protecting joints prior to paving.

Pay Item		Pay Unit
202.20	Remove Bituminous Concrete Surface	Square Yard
202.201	Sawcut Pavement	Linear Foot
202.203	Pavement Butt Joint	Square Yard

**SUPPLEMENTAL SPECIFICATIONS
SECTION 203 – COMMON EXCAVATION**

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

203.01 Description

The common excavation item shall be used for box cutting various locations in the project limits.

203.19 Basis of payment

The accepted quantity of common excavation will be paid for at the contract unit price per cubic yard which price will be full compensation for removing and hauling the material.

Pay Item	Common Excavation	Pay Unit
203.20	Common Excavation	Cubic Yard

**SUPPLEMENTAL SPECIFICATIONS
SECTION 304 – AGGREGATE BASE COURSE**

The provisions of Section 304 of the Standard Specifications shall apply with the following additions and modifications.

304.01 Description

Aggregate Base Course Type A and Type D materials **shall** be a crushed product sourced from a quarry. Item 304.141 will be used for drive entrances, parking area, and walkways.

Dust Control. The Contractor shall employ dust control measures to minimize the creation of airborne dust during the construction process. As a minimum, standard dust control techniques shall be employed where heavy equipment and the public will be traveling. These may include techniques such as watering-down the site or spreading hygroscopic salts.

304.07 Basis of Payment

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

Pay Item		Pay Unit
304.10	Aggregate Subbase Course – Gravel Type D	CY
304.14	Aggregate Base Course Type A	CY
304.141	Aggregate Base Course Type A (P&W)	CY

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 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.

Pay Item	Pay Unit
403.209 Hot Mix Asphalt - Hand Place	Ton
403.210 Hot Mix Asphalt - 9.5mm Surface	Ton
403.213 Hot Mix Asphalt - 12.5mm Base	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.

Pay Item		Pay Unit
409.15	Bituminous Tack Coat. Applied	Gallon

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.

603.01 Description

This work shall consist of installing conveyance storm drain at locations specified on the plans and as directed.

603.02 Materials

All pipe shall be High Density Polyethylene (HDPE) and equal to or larger than the existing pipe. Pipe backfill shall meet MaineDOT Standard specifications Subsection 703.22 Underdrain Type C.

603.12 Basis of Payment

The accepted quantity of culvert pipe will be paid for at the contract unit price per linear foot. This price shall include the **cost of excavation**, all labor, materials, and equipment necessary to install the storm drains. Pipe fittings shall be considered part of the linear footage. Culver pipe connections shall be paid for at the contract unit price per each. This price shall include the pipe required, removal of existing pipe, and the connection to existing pipe.

Pay Item	Pay Unit
603.159 12" Culvert Pipe Option III	Linear Foot
603.1791 18" Culvert Pipe Connection	Each

**SUPPLEMENTAL SPECIFICATIONS
SECTION 604 – CATCH BASINS**

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

604.01 Description

Construct manholes, inlets and catch basins. New catch basins shall be priced for a minimum of three inverts. Additional inverts, if required, shall be paid separately.

604.06 Basis of Payment

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

Pay Item	Pay Unit
604.252 Catch Basin Type A5-C	Each

**SUPPLEMENTAL SPECIFICATIONS
SECTION 607 – FENCE**

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

607.01 Description

Fence shall be installed as specified around the perimeter of the proposed play area.

607.02 Materials

All pipe supplied on this project shall be galvanized steel unless otherwise specified.

607.07 Basis of Payment

The accepted quantities of chain link fence will be paid for at the contract unit price per linear foot. Payment shall be full compensation for furnishing and assembling all materials, for excavating and backfilling holes, and for all incidentals necessary to complete the work. The accepted quantities of chain link fence gate will be paid for at the contract unit price per each.

Pay Item		Pay Unit
607.18	Chain Link Fence – 5 foot	Linear Foot
607.23	Chain Link Fence Gate	Each

**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

The engineer will determine mold type in the field. Concrete curbing is proposed in the new construction locations where curbing did not exist. Bituminous curbing is proposed in specific locations where curbing exists and will be disturbed during construction.

609.10 Basis of Payment

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

Pay Item		Pay Unit
609.11	Slipform Vertical Curb – Concrete	Linear Foot
609.111	Vertical Bituminous Curb	Linear Foot

SUPPLEMENTAL SPECIFICATIONS
SECTION 615 - LOAM

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

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** 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. Loam shall meet the required 5 percent minimum organic content prior to placement.

615.08 – Basis of Payment

The accepted quantity of loam and seed will be paid for at the contract **unit price per square yard for a successful growth of grass**. 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.

Pay Item	Pay Unit
615.08 Loam and Seed	Square Yard

**SUPPLEMENTAL SPECIFICATIONS
SECTION 619 - MULCH**

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

615.01 – Description

This work shall consist of mulching areas specified on the conceptual plans and as directed.

615.08 - BASIS OF PAYMENT

The accepted quantity of loam and seed will be paid for at the contract unit price per cubic yard.

Pay Item	Pay Unit
619.1301 Bark Mulch	Cubic Yard

**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. One linear foot of road is equal to two linear feet of pay item.

Pay Item		Pay Unit
627.733	4" White Painted Pavement Marking Line	Linear Foot
627.75	White Pavement Markings	Linear Foot

**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 drives on North River Road 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 Assistant 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.

Pay Item	Pay Unit
652.36 Maintenance of Traffic Control	Lump Sum

**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.

Pay Item	Pay Unit
659.10 Mobilization	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 Month Year, 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: Bid # XXXXX Bid Title 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 Month day, year and fully completed on or before Month day, year.

CONTRACT PRICE:

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

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 \$Dollar amount 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
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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

SUPPORTING DOCUMENTS

Compliance with Federal Requirements

Federal Wage Rates

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: _____

FEDERAL WAGE RATES

General Decision Number: ME170049 01/06/2017

ME49 Superseded General Decision Number:

ME20160049 State: Maine

Construction Type: Highway

County: Androscoggin County in Maine.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually.

Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number 0	Publication Date 01/06/2017	
ENGI0004-006 04/01/2014	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Milling Machine.....	\$ 20.75	10.84

* IRON0007-008 03/16/2016	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 23.68	21.14

SUME2011-044 09/14/2011	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 16.99	1.95
CEMENT MASON/CONCRETE FINISHER...	\$ 16.94	0.00
ELECTRICIAN.....	\$ 21.41	3.40
INSTALLER - GUARDRAIL.....	\$ 15.91	2.85
IRONWORKER, STRUCTURAL.....	\$ 18.75	4.56
LABORER: Asphalt Raker.....	\$ 14.75	0.42
LABORER: Common or General.....	\$ 12.58	1.27
LABORER: Flagger.....	\$ 9.06	0.00
LABORER: Landscape.....	\$ 15.43	2.09
LABORER: Wheelman.....	\$ 18.76	4.93
OPERATOR: Backhoe.....	\$ 17.92	2.44
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 16.98	4.65
OPERATOR: Broom/Sweeper.....	\$ 14.08	0.00
OPERATOR: Bulldozer.....	\$ 17.09	3.71
OPERATOR: Crane.....	\$ 20.08	0.00
OPERATOR: Excavator.....	\$ 18.14	5.20
OPERATOR: Grader/Blade.....	\$ 27.40	8.46
OPERATOR: Loader.....	\$ 17.46	5.80
OPERATOR: Mechanic.....	\$ 21.39	6.24
OPERATOR: Milling Machine Reclaimer Combo.....	\$ 24.77	8.39
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 17.49	4.26
OPERATOR: Roller, Base (Ride Along).....	\$ 13.00	1.54
OPERATOR: Screed.....	\$ 19.58	5.95
PILEDRIVERMAN.....	\$ 19.95	5.26
TRUCK DRIVER, Includes all axles including Dump Trucks.....	\$ 13.95	2.01
TRUCK DRIVER: Lowboy Truck.....	\$ 15.15	5.62

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

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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 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.

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END OF GENERAL DECISION