ADDENDUM #1

TO
CITY OF SOUTH PORTLAND, MAINE

THORNTON HEIGHTS SEWER SEPARATION
PHASE 3
(BID# 22-16)

January 25, 2016

Prepared By:

Sebago Technics, Inc.
75 John Roberts Road, Suite 1A
South Portland, Maine 04106-6963

Phone: 207-200-2100
Fax: 207-856-2206
ADDENDUM NO. 1

THORNTON HEIGHTS SEWER SEPARATION
PHASE 3

BID #22-16

The Contract Documents govern all aspects of the project. Informal discussions held during the Pre-Bid Conference, by telephone or email are informational only. All official changes to the Contract Documents are made only by addenda. The following changes and additional information are hereby made a part of the Contract Documents.

BIDDER QUESTIONS: Notice is hereby given that Addendum #1 provides clarification for questions asked by Bidders after the Pre-Bid meeting held on January 19, 2016 and prior to the Bid Opening Date of February 9, 2016.

1. Question: Would you mind clarifying how you want the Field Lock Gaskets to be applied? Such as, do you strictly want them used only when noted, or to be used at all MJ joints (reducers, elbows, etc.)?
   Answer: Per Portland Water District specifications, all MJ joints shall be restrained per Section 032537, Part 3.6. Field lock gaskets (pipe joint restrainer) are to be utilized as indicated on the plans or as directed by the Inspector, at pipe slip joints.

2. Question: At station 14+6 a gate value is illustrated, but not called out. Would you mind clarifying?
   Answer: Sheet 16, STA14+60, the call out has been revised to the following: Install 12x8 MJ TEE, 8” VALVE, and 8”-11.25° BEND.

3. Question: At station 25+20, there is a Catch Basin and a length of pipe at isn't identified. It's believed to be SD-225A
   Answer: The catch basin and storm drain run on Sheet 19, STA25+20 RIGHT has been labeled. The catch basin has been labeled Fl-1 (30” dia Nyloplast structure) and SD-255A (12” dia storm drain). Note: Issued Bid Plans included Fl-1 and SD-225A within the Structure and Pipe Tables, Sheet 69

4. Question: At station 0+00, there is a main connection that is not called out. Should this be included?
   Answer: The water main connection depicted at STA0+00 on Sheet 20 is labeled on Sheet 21 (12x4 MJ TEE AND 4” VALVE). Please note that Foster Adapters are accepted by the District when connecting valves to MJ TEE’s.
5. Question: At station 30+00, there is a sewer run S-100 Called out and no continuation of that pipe beyond plan sheet 21.
   Answer: Sheet 20A has been added to the plan set which depicts the plan and profile of S-100. Note: Issued Bid Plans included S-100 within the Structure and Pipe Tables, Sheet 69.

SPECIFICATIONS: Notice is hereby given that the project specifications have been updated and replacement pages/sections issued herewith. Replacement pages have a revised date of January 22, 2016 listed in the page footer as well as a reference to Addendum #1.

Division 0 – Bidding and Contract Requirements

1. A revised Section 00310 Bid Form (Attachment 1) dated January 22, 2016 is attached to this addendum, which includes the following updates:

   Part 1 of the Bid Form has been revised based on the following:
   - REVISE Item 304.10 Aggregate Subbase Course Type D – Revise quantity to 4,030 Cubic Yards
   - REVISE Item 304.14 Aggregate Base Course Type A – Revise quantity to 1,710 Cubic Yards
   - REVISE Item 603.159 12-Inch Diameter PVC or HDPE Storm Drain Pipe – Revise quantity to 2,935 Linear Feet
   - ADD Item 604.14 30” Diameter Nyloplast Field Inlet – Quantity 1 each
   - REVISE Item 604.161 Modify Structure – Revise quantity to 19 each
   - REVISE Item 803.132 12-Inch Diameter PVC SDR35 Sewer Pipe – Revise quantity to 800 Linear Feet

   Part 2 of the Bid Form has been revised based on the following:
   - REVISE Item W2 8-inch Ductile Iron Water Main (Trench) – Revise quantity to 45 Linear Feet
   - REVISE Item W13 8-inch Gate Valve – Revise quantity to 4 each.

2. The Davis Bacon Wage Rate Determination included in Attachment 2 shall be inserted in its entirety as Section 00800 (Supplementary Conditions), Attachment H.
Division 1 - Supplemental Specifications (Attachment 3)

- Section 604 Manholes, Inlets and Catch Basins
  - a. Add Pay Item 604.14 – 30” Diameter Nyloplast Field Inlet, Pay Unit Each to the Pay Item Listing.

Portland Water District Specifications

The document contained in Attachment 4 shall be added to Appendix A – Portland Water District Contract Requirements.

REVISION TO PLAN SHEETS: Notice is hereby given that Addendum #1 provides the following plan revisions included in Attachment 5. Plan revisions may affect more than one sheet within Plan Set, contractor shall coordinate remaining sheets with enclosed revised plans.

Sheet 14: Approximate STA0+00: Plan has been revised to remove the 8x6 reducer within Westbrook Street, extend 8-inch DI main to existing main in Westbrook Street, install 8x8 swivel tee, 8” valve, and 8” sleeves at existing 8-inch main.

Sheet 16 - Approximate STA12+60: Delete temporary 2-inch blow off along 12” inch main.

Sheet 19 - Approximate STA25+20: Added label for catch basin and storm drain pipe at STA25+20, 24R. Approximate STA25+47: 12-inch main in Mardale Avenue has been revised, maintaining 5-feet separation from Mardale Avenue centerline.

Sheet 20A – Added Sheet 20A to plan set, depicting sanitary sewer pipe S-100.

Sheet 21 - Approximate STA0+08: 12-inch main has been realigned from proposed 12x4 tee extending into utility Right-of-Way. Call out at tee has been revised to “Install 12x4 MJ tee and 4” Valve”

Sheet 54 - Approximate STA2+60 to STA3+90: 12-inch main in Mardale Avenue has been revised, maintaining 5-feet separation from centerline.

Sheet 62 – Approximate STA5+90 to STA7+60: 4-inch main in Herford Avenue has been revised, maintaining 4.5-feet separation from centerline.

Sheet 64 – Approximate STA9+10: Revised notation at water main terminus to be “Remove existing offset and install 12” sleeve”. Extended S-128 12 feet to connect to existing sewer manhole 1H-34. An area approximately 24’x24’ has been hatched to indicate area of pavement removal and replacement.

GENERAL

1. Attachment 6 is the Pre-Bid Attendance sheet
ATTACHMENT 1

Revised Section 00310 Bid Form
January 22, 2016
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARTICLE 1</td>
<td>Bid Recipient</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 2</td>
<td>Bidder’s Acknowledgements</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 3</td>
<td>Bidder’s Representations</td>
<td>1</td>
</tr>
<tr>
<td>ARTICLE 4</td>
<td>Bidder’s Certification</td>
<td>3</td>
</tr>
<tr>
<td>ARTICLE 5</td>
<td>Basis of Bid</td>
<td>4</td>
</tr>
<tr>
<td>ARTICLE 6</td>
<td>Time of Completion</td>
<td>16</td>
</tr>
<tr>
<td>ARTICLE 7</td>
<td>Attachments to this Bid</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 8</td>
<td>Defined Terms</td>
<td>17</td>
</tr>
<tr>
<td>ARTICLE 9</td>
<td>Bid Submittal</td>
<td>18</td>
</tr>
</tbody>
</table>
ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

PROJECT IDENTIFICATION: Thornton Heights Sewer Separation Phase 3

(Bid# 22-16)

THIS BID IS SUBMITTED TO: City of South Portland

25 Cottage Road

South Portland, Maine 04106

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum, Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>January 22, 2016</td>
</tr>
</tbody>
</table>
B. Bidder acknowledges that his Bid will be rejected unless the Issuing Office has a record that the Bidder has purchased as least one sect of paper Bidding Documents from the Issuing Office.

C. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

D. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

E. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

F. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

G. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

K. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without
exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

L. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

M. Bidder understands that the Owner reserves the right to reject any or all bids.

N. Bidder understands that, if the contract is to be awarded, it will be awarded to the lowest responsive, responsible bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

O. The bid security attached in the amount of five percent of the Total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any otherBidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Spec No. Pay Item</th>
<th>Quantity</th>
<th>Item with Unit Bid Price Written in Words</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Dollars</td>
<td>Cents</td>
</tr>
<tr>
<td>1</td>
<td>201.24</td>
<td>EA</td>
<td>Remove Street Tree and Stump</td>
<td>9.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>202.111</td>
<td>SY</td>
<td>Remove concrete/bituminous sidewalk and curb</td>
<td>850.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Square Yard</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>202.15</td>
<td>EA</td>
<td>Remove Exist Manhole or Catch Basin</td>
<td>7.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>202.2</td>
<td>SY</td>
<td>Remove Bituminous Concrete Pavement (Plan Quantity)</td>
<td>13060.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Square Yard</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>202.2111</td>
<td>LS</td>
<td>Remove and/or Reset Sidewalk Surface Hardware</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>203.2</td>
<td>CY</td>
<td>Common Excavation</td>
<td>2120.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>203.25</td>
<td>CY</td>
<td>Granular Borrow</td>
<td>230.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>203.35</td>
<td>CY</td>
<td>Crushed Stone (Overdepth)</td>
<td>220.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>206.061</td>
<td>CY</td>
<td>Structural Earth Excavition (Overdepth)</td>
<td>220.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>206.07</td>
<td>CY</td>
<td>Structural Rock Excavition</td>
<td>870.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>304.10</td>
<td>CY</td>
<td>Agg Subbase Course Type D</td>
<td>4030.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>304.14</td>
<td>CY</td>
<td>Agg Base Course Type A</td>
<td>1710.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Cubic Yard</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>312.10</td>
<td>SY</td>
<td>Bituminous Driveway Apron</td>
<td>2410.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Square Yard</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>403.207</td>
<td>T</td>
<td>Hot Mix Asphalt 15.5 MM</td>
<td>1870.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Ton</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>403.210</td>
<td>T</td>
<td>Hot Mix Asphalt 9.5mm</td>
<td>1190.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Per Ton</td>
<td></td>
</tr>
</tbody>
</table>

Addendum #1, Revised 22, 2016 13036.3
<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Spec No.</th>
<th>Pay Item</th>
<th>Quantity</th>
<th>Item with Unit Bid Price Written in Words</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>12-inch Diameter PVC or HDPE Storm Drain Pipe</td>
<td>2935.00</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>603.159</td>
<td></td>
<td></td>
<td>Per Linear Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>15-inch Diameter PVC or HDPE Storm Drain Pipe</td>
<td>1280.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>603.169</td>
<td></td>
<td></td>
<td>Per Linear Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18-inch Diameter PVC or HDPE Storm Drain Pipe</td>
<td>635.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>603.179</td>
<td></td>
<td></td>
<td>Per Linear Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>24-inch Diameter PVC or HDPE Storm Drain Pipe</td>
<td>975.00</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>603.199</td>
<td></td>
<td></td>
<td>Per Linear Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30-inch Diameter PVC or HDPE Storm Drain Pipe</td>
<td>440.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>603.209</td>
<td></td>
<td></td>
<td>Per Linear Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Pipe Insulation</td>
<td>160.00</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>603.9</td>
<td></td>
<td></td>
<td>Per Linear Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4-foot Diameter Catch Basin</td>
<td>48.00</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>604.131</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5-foot Diameter Catch Basin</td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>604.132</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>30&quot; Diameter Nyloplast Field Inlet</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>604.14</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4-foot Diameter Manhole</td>
<td>33.00</td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>604.15</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>5-foot Diameter Manhole</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>604.153</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>6-foot Diameter Manhole</td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>604.154</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Transport &amp; Install 8-foot Diameter Special Manhole (Sokokus St)</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>604.156</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Modify Structure</td>
<td>19.00</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>604.161</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Adjusting Manhole or Structure to Grade</td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>604.18</td>
<td></td>
<td></td>
<td>Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Item</td>
<td>Spec No.</td>
<td>Pay Item</td>
<td>Quantity</td>
<td>Item with Unit Bid Price Written in Words</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>------------------------------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>31</td>
<td>606.1</td>
<td></td>
<td></td>
<td>Pedestrian Guardrail Per Linear Foot</td>
<td>350.00</td>
<td>43 609.21</td>
</tr>
<tr>
<td>32</td>
<td>607.17</td>
<td></td>
<td></td>
<td>Chainlink Fence 6-ft Per Linear Foot</td>
<td>700.00</td>
<td>42 609.12</td>
</tr>
<tr>
<td>33</td>
<td>607.2326</td>
<td></td>
<td></td>
<td>Chainlink Fence Gate Per Each</td>
<td>1.00</td>
<td>41 609.11</td>
</tr>
<tr>
<td>34</td>
<td>607.24</td>
<td></td>
<td></td>
<td>Remove and Reset Fence Per Linear Foot</td>
<td>275.00</td>
<td>40 609.28</td>
</tr>
<tr>
<td>35</td>
<td>607.45</td>
<td></td>
<td></td>
<td>Stockade Fence 6-ft Per Linear Foot</td>
<td>240.00</td>
<td>35 609.25</td>
</tr>
<tr>
<td>36</td>
<td>608.08</td>
<td></td>
<td></td>
<td>Reinforced Concrete Sidewalk Per Square Yard</td>
<td>80.00</td>
<td>37 608.1</td>
</tr>
<tr>
<td>37</td>
<td>608.1</td>
<td></td>
<td></td>
<td>Brick, Paver, Cobblestone Walk Per Square Yard</td>
<td>75.00</td>
<td>36 608.07</td>
</tr>
<tr>
<td>38</td>
<td>608.26</td>
<td></td>
<td></td>
<td>Curb Ramp Detectable Warning Field Per Square Foot</td>
<td>234.00</td>
<td>35 608.24</td>
</tr>
<tr>
<td>39</td>
<td>608.50</td>
<td></td>
<td></td>
<td>Bituminous Sidewalk Per Square Yard</td>
<td>1880.00</td>
<td>34 608.5</td>
</tr>
<tr>
<td>40</td>
<td>608.60</td>
<td></td>
<td></td>
<td>Stone Dust Walk Per Square Yard</td>
<td>980.00</td>
<td>33 608.6</td>
</tr>
<tr>
<td>41</td>
<td>609.11</td>
<td></td>
<td></td>
<td>Vertical Curb Type 1 Per Linear Foot</td>
<td>20.00</td>
<td>32 608.6</td>
</tr>
<tr>
<td>42</td>
<td>609.12</td>
<td></td>
<td></td>
<td>Vertical Curb Type 1 Circular Per Linear Foot</td>
<td>25.00</td>
<td>31 609.1</td>
</tr>
<tr>
<td>43</td>
<td>609.21</td>
<td></td>
<td></td>
<td>Slip Form Concrete Curb Per Linear Foot</td>
<td>5825.00</td>
<td>30 609.22</td>
</tr>
<tr>
<td>44</td>
<td>609.234</td>
<td></td>
<td></td>
<td>Terminal Curb Type 1 4-foot Per Each</td>
<td>8.00</td>
<td>29 609.22</td>
</tr>
<tr>
<td>45</td>
<td>609.2341</td>
<td></td>
<td></td>
<td>Terminal Curb Type 1 4-foot - Circular Per Each</td>
<td>2.00</td>
<td>28 609.22</td>
</tr>
<tr>
<td>Bid Item</td>
<td>Spec No.</td>
<td>Pay Item</td>
<td>Quantity</td>
<td>Item with Unit Bid Price</td>
<td>Written in Words</td>
<td>Unit Price</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>--------------------------</td>
<td>------------------</td>
<td>------------</td>
</tr>
<tr>
<td>46</td>
<td>609.237</td>
<td>EA</td>
<td>6.00</td>
<td>Terminal Curb Type 1 7-foot</td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>47</td>
<td>609.2371</td>
<td>EA</td>
<td>3.00</td>
<td>Terminal Curb Type 1 7-foot - Circular</td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>48</td>
<td>610.08</td>
<td>LS</td>
<td>1.00</td>
<td>Plain Riprap</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>49</td>
<td>615.072</td>
<td>SY</td>
<td>22200.00</td>
<td>Loam, Seed and Mulch</td>
<td>Per Square Yard</td>
<td></td>
</tr>
<tr>
<td>50</td>
<td>621.00</td>
<td>LS</td>
<td>1.00</td>
<td>Landscaping</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>51</td>
<td>624.10</td>
<td>EA</td>
<td>3.00</td>
<td>Benches</td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>52</td>
<td>624.11</td>
<td>EA</td>
<td>2.00</td>
<td>Bicycle Post Rack</td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>53</td>
<td>624.12</td>
<td>EA</td>
<td>1.00</td>
<td>Pedestrian Foot Bridge</td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>54</td>
<td>624.13</td>
<td>EA</td>
<td>4.00</td>
<td>Hinged Bollard</td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>55</td>
<td>626.211</td>
<td>LF</td>
<td>40.00</td>
<td>1&quot; Metallic Conduit</td>
<td>Per Linear Foot</td>
<td></td>
</tr>
<tr>
<td>56</td>
<td>626.221</td>
<td>LF</td>
<td>1240.00</td>
<td>1&quot; Non-Metallic Conduit</td>
<td>Per Linear Foot</td>
<td></td>
</tr>
<tr>
<td>57</td>
<td>626.222</td>
<td>LF</td>
<td>200.00</td>
<td>1.5&quot; Non-Metallic Conduit</td>
<td>Per Linear Foot</td>
<td></td>
</tr>
<tr>
<td>58</td>
<td>626.32</td>
<td>EA</td>
<td>2.00</td>
<td>24&quot; Foundation</td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>59</td>
<td>627.7</td>
<td>LS</td>
<td>1.00</td>
<td>Pavement Markings</td>
<td>Lump Sum</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>629.05</td>
<td>HR</td>
<td>90.00</td>
<td>Hand Labor, Straight Time</td>
<td>Per Hour</td>
<td></td>
</tr>
<tr>
<td>Bid Item</td>
<td>Spec No.</td>
<td>Pay Item</td>
<td>Quantity</td>
<td>Item with Unit Bid Price Written in Words</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>-------------------------------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Mason, Straight Time</strong> Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>61</td>
<td>629.06</td>
<td></td>
<td>90.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Air Tool and Compressor (inc operator)</strong> Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>62</td>
<td>631.105</td>
<td></td>
<td>90.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>All Purpose Excavator (inc operator)</strong> Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>63</td>
<td>631.12</td>
<td></td>
<td>90.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Heavy Duty Excavator (inc operator)</strong> Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>64</td>
<td>631.121</td>
<td></td>
<td>90.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Bulldozer (inc operator)</strong> Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>65</td>
<td>631.13</td>
<td></td>
<td>90.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Truck - Large or Small (inc operator)</strong> Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>66</td>
<td>631.172</td>
<td></td>
<td>90.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Front End Loader (inc operator)</strong> Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>67</td>
<td>631.22</td>
<td></td>
<td>90.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Foreman, Straight Time</strong> Per Hour</td>
<td></td>
<td></td>
</tr>
<tr>
<td>68</td>
<td>631.36</td>
<td></td>
<td>90.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Cable Installation</strong> Per Linear Foot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>69</td>
<td>634.04</td>
<td></td>
<td>1480.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Electrical Service</strong> Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>634.08</td>
<td></td>
<td>1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Landscape Lighting Fixture - Type A</strong> Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>71</td>
<td>634.201</td>
<td></td>
<td>2.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Conventional Light Standard - Type B</strong> Per Each</td>
<td></td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>634.202</td>
<td></td>
<td>2.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Demount and Reinstall Sign</strong> Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>73</td>
<td>645.106</td>
<td></td>
<td>1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Furnish &amp; Install New Reg, Warning, Conf, &amp; Route Signs</strong> Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>74</td>
<td>645.107</td>
<td></td>
<td>1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>Flagger</strong> Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>75</td>
<td>652.38</td>
<td></td>
<td>1.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Item</td>
<td>Spec No.</td>
<td>Pay Item</td>
<td>Quantity</td>
<td>Item with Unit Bid Price Written in Words</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>------------------------------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td>76</td>
<td>LS</td>
<td>652.39</td>
<td>1.00</td>
<td>Work Zone Traffic Control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>77</td>
<td>LS</td>
<td>656.75</td>
<td>1.00</td>
<td>Temp. Soil and Water Pollution Control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>78</td>
<td>VF</td>
<td>801.03</td>
<td>500.00</td>
<td>Test Pits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>79</td>
<td>LF</td>
<td>803.131</td>
<td>4150.00</td>
<td>8-inch Diameter PVC SDR35 Sewer Pipe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>80</td>
<td>LF</td>
<td>803.132</td>
<td>800.00</td>
<td>12-inch Diameter PVC SDR35 Sewer Pipe</td>
<td></td>
<td></td>
</tr>
<tr>
<td>81</td>
<td>LF</td>
<td>803.134</td>
<td>580.00</td>
<td>4&quot; S&quot; Service Leads</td>
<td></td>
<td></td>
</tr>
<tr>
<td>82</td>
<td>LF</td>
<td>803.139</td>
<td>210.00</td>
<td>Sewer Lateral Adjustment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>83</td>
<td>LF</td>
<td>825.58</td>
<td>50.00</td>
<td>Water Service Relocation</td>
<td></td>
<td></td>
</tr>
<tr>
<td>84</td>
<td>LS</td>
<td>825.65</td>
<td>1.00</td>
<td>Water Meter Pit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>85</td>
<td>LS</td>
<td>904.1</td>
<td>1.00</td>
<td>Gravel Wetland GW-1, Memorial Middle School</td>
<td></td>
<td></td>
</tr>
<tr>
<td>86</td>
<td>LS</td>
<td>904.2</td>
<td>1.00</td>
<td>Gravel Wetland GW-2, Wythburn Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>87</td>
<td>LS</td>
<td>905.1</td>
<td>1.00</td>
<td>Park Restoration and Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>88</td>
<td>EA</td>
<td>905.2</td>
<td>2.00</td>
<td>Park Wall &quot;A*&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>89</td>
<td>EA</td>
<td>905.3</td>
<td>2.00</td>
<td>Park Wall &quot;B*&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>90</td>
<td>EA</td>
<td>905.4</td>
<td>1.00</td>
<td>Park Wall &quot;C*&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Item</td>
<td>Spec No.</td>
<td>Pay Item</td>
<td>Quantity</td>
<td>Item with Unit Bid Price</td>
<td>Written in Words</td>
<td>Unit Price</td>
</tr>
<tr>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>----------</td>
<td>--------------------------</td>
<td>------------------</td>
<td>------------</td>
</tr>
<tr>
<td>91</td>
<td>905.5</td>
<td>EA</td>
<td>1.00</td>
<td>Decorative Granite Sign with Base</td>
<td>Per Each</td>
<td></td>
</tr>
<tr>
<td>92</td>
<td>659.1</td>
<td>LS</td>
<td>1.00</td>
<td>Mobilization and General Conditions</td>
<td>Lump Sum</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL PRICE**

TOTAL AMOUNT OF BASE BID, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF QUANTITIES.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Quantity</th>
<th>Written in Words</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Dollars</td>
<td>Cents</td>
</tr>
<tr>
<td>W1</td>
<td>LF</td>
<td>12-inch Ductile Iron Water Main - Trench</td>
<td>@</td>
<td>70.00</td>
</tr>
<tr>
<td>W2</td>
<td>LF</td>
<td>8-in Ductile Iron Water Main - Trench</td>
<td>@</td>
<td>45.00</td>
</tr>
<tr>
<td>W3</td>
<td>LF</td>
<td>4-in Ductile Iron Water Main - Trench</td>
<td>@</td>
<td>260.00</td>
</tr>
<tr>
<td>W4</td>
<td>LF</td>
<td>12-in Ductile Iron Water Main - Road Repave</td>
<td>@</td>
<td>2630.00</td>
</tr>
<tr>
<td>W5</td>
<td>LF</td>
<td>8-in Ductile Iron Water Main - Road Repave</td>
<td>@</td>
<td>1230.00</td>
</tr>
<tr>
<td>W6</td>
<td>LF</td>
<td>4-in Ductile Iron Water Main - Road Repave</td>
<td>@</td>
<td>1360.00</td>
</tr>
<tr>
<td>W7</td>
<td>LS</td>
<td>Hydrant - Ardsley Street</td>
<td>@</td>
<td>1.00</td>
</tr>
<tr>
<td>W8</td>
<td>LS</td>
<td>Hydrant - Station 20+10 Wythburn</td>
<td>@</td>
<td>1.00</td>
</tr>
<tr>
<td>W9</td>
<td>LS</td>
<td>Hydrant - Station 25+10 Wythburn</td>
<td>@</td>
<td>1.00</td>
</tr>
<tr>
<td>W10</td>
<td>LS</td>
<td>Hydrant - Station 2+45 Southwell</td>
<td>@</td>
<td>1.00</td>
</tr>
</tbody>
</table>
## WATER MAIN REPLACEMENTS

<table>
<thead>
<tr>
<th>Item No</th>
<th>Quantity</th>
<th>Item with Unit Bid Price</th>
<th>Written in Words</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>W11</td>
<td>EA</td>
<td>8-Inch Cut-In Gate Valve</td>
<td>Per Each</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>W12</td>
<td>EA</td>
<td>12-inch Gate Valve</td>
<td>Per Each</td>
<td>4.00</td>
<td></td>
</tr>
<tr>
<td>W13</td>
<td>EA</td>
<td>8-inch Gate Valve</td>
<td>Per Each</td>
<td>4.00</td>
<td></td>
</tr>
<tr>
<td>W14</td>
<td>EA</td>
<td>4-inch Gate Valve</td>
<td>Per Each</td>
<td>6.00</td>
<td></td>
</tr>
<tr>
<td>W15</td>
<td>EA</td>
<td>2-inch Blowoff</td>
<td>Per Each</td>
<td>3.00</td>
<td></td>
</tr>
<tr>
<td>W16</td>
<td>EA</td>
<td>1-inch Air Release Valve</td>
<td>Per Each</td>
<td>9.00</td>
<td></td>
</tr>
<tr>
<td>W17</td>
<td>EA</td>
<td>1-inch Copper Service - Shortside</td>
<td>Per Each</td>
<td>30.00</td>
<td></td>
</tr>
<tr>
<td>W18</td>
<td>EA</td>
<td>1-inch Copper Service - Longside</td>
<td>Per Each</td>
<td>65.00</td>
<td></td>
</tr>
<tr>
<td>W19</td>
<td>EA</td>
<td>1-inch Copper Service - Reconnect</td>
<td>Per Each</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>W20</td>
<td>EA</td>
<td>1-inch Copper Service - 9 Exton Street</td>
<td>Per Each</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>Item No.</td>
<td>Quantity</td>
<td>Item with Unit Bid Price</td>
<td>Written in Words</td>
<td>Unit Price</td>
<td>Total Price</td>
</tr>
<tr>
<td>---------</td>
<td>----------</td>
<td>--------------------------</td>
<td>------------------</td>
<td>------------</td>
<td>-------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gravel Borrow</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CY</td>
<td></td>
<td>Per Cubic Yard</td>
<td>65.00</td>
<td></td>
</tr>
<tr>
<td>W21</td>
<td></td>
<td>Unsuitable Material Excavated Below Grade</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CY</td>
<td></td>
<td>Per Cubic Yard</td>
<td>65.00</td>
<td></td>
</tr>
<tr>
<td>W22</td>
<td></td>
<td>Rock Excavation</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CY</td>
<td></td>
<td>Per Cubic Yard</td>
<td>204.00</td>
<td></td>
</tr>
<tr>
<td>W23</td>
<td></td>
<td>Road Repave Existing Pavement Removal - Plan Quantity</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>SY</td>
<td></td>
<td>Per Square Yard</td>
<td>5220.00</td>
<td></td>
</tr>
<tr>
<td>W24</td>
<td></td>
<td>Road Repave Shim Gravel - Plan Quantity</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CY</td>
<td></td>
<td>Per Cubic Yard</td>
<td>106.00</td>
<td></td>
</tr>
<tr>
<td>W25</td>
<td></td>
<td>HMA Binder Course - 19MM</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>T</td>
<td></td>
<td>Per Ton</td>
<td>795.00</td>
<td></td>
</tr>
<tr>
<td>W26</td>
<td></td>
<td>HMA Surface Course - 9.5MM</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>T</td>
<td></td>
<td>Per Ton</td>
<td>483.00</td>
<td></td>
</tr>
<tr>
<td>W27</td>
<td></td>
<td>Work Zone Traffic Control</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LS</td>
<td></td>
<td>Lump Sum</td>
<td>1.00</td>
<td></td>
</tr>
<tr>
<td>W28</td>
<td></td>
<td>Flaggers</td>
<td></td>
<td>@</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LS</td>
<td></td>
<td>Lump Sum</td>
<td>1.00</td>
<td></td>
</tr>
</tbody>
</table>

TOTAL COST

TOTAL AMOUNT OF BASE BID, WRITTEN AND IN FIGURES BASED ON ESTIMATE OF QUANTITIES.

___________________________________________________________________
___________________________________________________________________

Addendum #1, Revised January 22, 2016

13036

Phase 3
<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Spec No.</th>
<th>Pay Item</th>
<th>Quantity</th>
<th>Item with Unit Bid Price</th>
<th>Written in Words</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alt 1</td>
<td>904.1A</td>
<td>LS</td>
<td>1.00</td>
<td>Add/Deduct Alternate 1A Geosynthetic Clay Liner, GW-1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lump Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt 2</td>
<td>904.1B</td>
<td>LS</td>
<td>1.00</td>
<td>Add/Deduct Alternate 1B HDPE Liner, GW-1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lump Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt 3</td>
<td>904.2A</td>
<td>LS</td>
<td>1.00</td>
<td>Add/Deduct Alternate 2A Geosynthetic Clay Liner, GW-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Lump Sum</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alt 4</td>
<td>904.2B</td>
<td>LS</td>
<td>1.00</td>
<td>Add/Deduct Alternate 2B HDPE Liner, GW-2</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SUBTOTAL PART 1: Total of Items 1 through 91 above

(Use Figures)

SUBTOTAL PART 2: Total of Items W1 through W29 above

(Use Figures)

TOTAL BASE BID: Total of All Items Part 1 and Part 2

(Use Figures)

ALTERNATE 1 – Geosynthetic Clay Liner, GW-1

(Use Figures with “+ or –“)

ALTERNATE 2 – HDPE Liner, GW-1

(Use Figures with “+ or –“)

ALTERNATE 3 – Geosynthetic Clay Liner, GW-2

(Use Figures with “+ or –“)

ALTERNATE 4 – HDPE Liner, GW-2

(Use Figures with “+ or –“)

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:
   A. This Bid Form in its entirety;
   B. Required Bid security;
   C. Required Experience and Qualifications Statement (Section 00405) with supporting data including a letter of bonding capacity;
   A. EPA Form 6100-4 “DBE Program Subcontractor Utilization Form” as part of the prime contractor’s bid or proposal package to the Owner. Note, only DBE subcontractors should be listed. If no DBE subcontractors are to be used, the contractor must still complete and submit the form. (Copy Attached in the Supplemental Conditions)
   D. EPA Form 6100-3, “DBE Program Subcontractor Performance Form’ (copy attached in the Supplemental Conditions) completed by each of the Contractor’s proposed DBE subcontractors.

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

______________________________________________________________

By: [Signature] ________________________________________________

[Printed name] ________________________________________________

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature] ____________________________________________

[Printed name] ________________________________________________

Title: _______________________________________________________

Submittal Date: _____________________________________________

Address for giving notices:

_________________________________________________________________

_________________________________________________________________

_________________________________________________________________

Telephone Number: __________________________________________

Fax Number: _________________________________________________

Contact Name and e-mail address: ________________________________

_________________________________________________________________

Bidder’s License No.: _________________________________________

(where applicable)
ATTACHMENT 2

Davis Bacon Wage Determination
Section 00800, Attachment H
Dated January 08, 2016
General Decision Number: ME160018 01/08/2016 ME18

Superseded General Decision Number: ME20150018

State: Maine

Construction Type: Heavy

County: Cumberland County in Maine.

HEAVY CONSTRUCTION PROJECTS including Water and Sewer Lines

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 $10.15 (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 2016. 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.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/08/2016</td>
</tr>
</tbody>
</table>

* ELEC0567-005 09/01/2015

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>ELECTRICIAN....................$ 30.53</td>
<td>15.27</td>
</tr>
<tr>
<td>LAB08976-004 12/01/2013</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABORER (CONCRETE WORKER)........$ 19.71</td>
<td>16.42</td>
</tr>
<tr>
<td>SUME2011-013 03/16/2011</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER, Includes Form Work....$ 18.00</td>
<td>1.94</td>
</tr>
<tr>
<td>CONCRETE FINISHER.................$ 17.29</td>
<td>2.51</td>
</tr>
<tr>
<td>IRONWORKER, Reinforcing............$ 20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>LABORER: Asphalt Raker............$ 16.93</td>
<td>1.91</td>
</tr>
<tr>
<td>LABORER: Common or General.......$ 13.56</td>
<td>1.99</td>
</tr>
<tr>
<td>LABORER: Landscape................$ 15.00</td>
<td>0.58</td>
</tr>
<tr>
<td>LABORER: Pipelayer................$ 14.42</td>
<td>2.38</td>
</tr>
<tr>
<td>LABORER: Flagger...................$ 12.43</td>
<td>0.95</td>
</tr>
</tbody>
</table>
LABORER: Wheelman..............$ 18.74  2.86
OPERATOR:  Asphalt Paver.........$ 18.16  2.30
OPERATOR:  Asphalt Roller........$ 15.70  1.62
OPERATOR:  Backhoe................$ 22.22  6.48
OPERATOR:  Bulldozer.............$ 20.43  6.13
OPERATOR:  Crane..................$ 22.60  9.29
OPERATOR:  Drill...................$ 17.09  3.79
OPERATOR:  Excavator.............$ 19.88  5.06
OPERATOR:  Loader................$ 16.93  3.51
OPERATOR:  Mechanic..............$ 24.35  6.66
OPERATOR:  Roller................$ 15.99  6.31
TRUCK DRIVER:  Low Bed Truck.....$ 16.43  3.07
TRUCK DRIVER....................$ 14.67  2.04

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

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
General Decision Number: ME160050 01/08/2016  ME50

Superseded General Decision Number: ME20150050

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 $10.15 (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 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number  Publication Date
0  01/08/2016

* ENGI0004-006 04/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR:
Milling Machine.............$ 20.75  10.84

SUME2011-045 09/14/2011

Rates Fringes

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

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

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

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

OPERATOR: Screed...............$ 19.98 5.46

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

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
ATTACHMENT 3

Special Provision Section 604
Dated January 22, 2016
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 work shall consist of the construction, alteration, repair, or placement of sewer manholes, drain manholes, inlets, and catch basins including covers, frames, brick masonry, inverts and the application of waterproofing in conformance with the dimensions elevations and locations shown on the plans and specified herein.

604.02 Materials

This section shall be revised to read as follows:

Materials shall meet the requirements specified for the various subsections of the specifications and listed below:

604.021 Precast Concrete Manholes: Precast Sewer and Drain Manholes and Catch basins shall meet the requirements of Standard Specifications Section 604.02 with the additions and modifications.

Polyvinyl Chloride (PVC) Surface Drainage Inlets. PVC surface drainage inlets shall be of the road and highway structure type as manufactured by Nyloplast a division of Advanced Drainage Products. The ductile iron frame, grate and hood for each structure is considered to be an integral part of the surface drainage inlet and shall be furnished by the same manufacturer.

604.0211 Quality Assurance:

A. Precast Manhole Basin Base, Barrel and Top Sections:

2. Average strength of 4,000 psi at 28 days.
3. Testing:
   a. Determine concrete strength by tests on 6 inch by 12 in vibrated test cylinders cured in the same manner as the bases, barrels and tops.
   b. Have tests conducted at manufacturer’s plant or at an approved testing laboratory.
   c. Have not less than 2 tests made for each 100 vertical feet of precast catch basin sections.
B. Precast Catch Basin Base, Barrel and Top Sections:
   1. Conform to ASTM C478-72 (AASHTO M199-795) except as modified herein or as directed by the Engineer.
   2. Average strength of 4,000 psi at 28 days.
   3. Testing:
      a. Determine concrete strength by tests on 6 inch by 12 in vibrated test cylinders cured in the same manner as the bases, barrels and tops.
      b. Have tests conducted at manufacturer’s plant or at an approved testing laboratory.
      c. Have not less than 2 tests made for each 100 vertical feet of precast catch basin sections.

C. Manhole Steps:
   1. Conform to ASTM C478-06 for load carrying capacity and pull out resistance.
   2. Acceptable Manufacturers
      a. Reliance Steel Products, Inc.
      b. M.A. Industries, Inc.
      c. Or equal to above.

D. Manhole Frames and Covers:
   1. Manhole Covers: Acceptable Manufacturers:
      a. General Foundries, Inc. 24”x5” Ring and Cover.
      b. No equals.
   2. Dimensions and Style shall conform to the Drawings, Standard castings
      a. Covers - solid with utility name in 3-inch letters diamond pattern.
      b. Frame - 24-inch diameter clear opening, with flange bracing ribs.
      c. Minimum weight of frame and cover shall be 430 lbs
   3. Made of cast iron conforming to ASTM A48-76, Class 30 minimum and shall have machined bearing surfaces to prevent rocking.
   4. Castings shall be smooth with no sharp edges.
   5. Constructed to support an HS-20 wheel loading.

E. Catch Basin Frames and Covers
   1. Acceptable Manufacturers:
      a. General Foundries, Inc. 24”x5” Ring and Grate.
   2. Catch Basins with Granite Headstone shall include MDOT Type “D” Frame as shown on the plans.
      a. EJCO Model 7357Z frame with Model 2440M grate
      b. No equals
   3. Made of cast iron conforming to ASTM A48-76, Class 30 minimum and shall have machined bearing surfaces to prevent rocking.
   4. Castings shall be smooth with no sharp edges.
   5. Constructed to support an HS-20 wheel loading.

F. Masonry:
   1. Brick: Shall comply with ASTM Standard Specifications for Sewer Brick (made from clay or shale), Designation C32, for Grade SS, hard brick.
   2. Cement: ASTM C-150.

G. Manhole Waterproofing:
1. Acceptable Manufacturers:
   a. Minwax Fibrous Brush Coat, Minwax Co., N.Y., N.Y.
   b. Tremco 121 Foundation Coating, Tremco Mfg. Co., Newark, N.J.
   c. Or equal.

H. Polyvinyl Chloride (PVC) Surface Drainage Inlets:
1. Acceptable Manufacturers:
   a. Advanced Drainage Systems
   b. Engineer Approved Equal

   The ductile iron frame, grate and hood for each structure is considered to be an integral part of the surface drainage inlet and shall be furnished by the same manufacturer.

604.0212 Products

A. Dimensions: Dimensions shall be as shown on the Drawings:
1. Base & Riser Sections:
   a. Diameter: As shown on the Drawings.
   b. Length: As required.
   c. Wall Thickness: Not less than 5 inches.
   d. Joints: Bell-and-spigot or tongue-and-groove formed on machine rings to insure accurate joint surfaces.
2. Tops:
   a. Diameter: Eccentric cone type, 24 inches I.D. at top, 48 inches I.D. at bottom unless otherwise shown on the Drawings.
   b. Length: 4 feet.
   c. Wall thickness: Not less than 5 inches at the base, tapering to not less than 8 inches at the top.
   d. Joints: Bell-and-spigot or tongue-and-groove formed on machine rings to insure accurate joint surfaces.
   e. Exterior face of cone sections shall not flare out beyond the vertical.
3. Flat Slab Tops:
   a. Location: Where shallow installations do not permit the use of a cone-type top and where indicated on the Drawings. Exterior face of cone sections shall not flare out beyond the vertical.
   b. Slab thickness: Not less than 6 inches.
   c. Constructed to support an HS-20 wheel loading.

B. Precast Catch Basin Sections
1. Use flat tops or eccentric cones as appropriate. Exterior face of cone sections shall not flare out beyond the vertical.
2. Joints: Bell-and-Spigot or tongue-and-groove formed on machine rings to insure accurate joint surfaces.
3. Constructed to support an HS-20 wheel loading.
4. The base section shall have a 2-foot minimum and 3-foot maximum sump.

C. Precast Catch Openings:
1. Provide openings in the risers to receive pipes entering the catch basin of the types and materials shown on the plans.
2. Make openings at the manufacturing plant or cut openings in the field.
3. Provide flexible boot or solidly fill annular spaces around pipes entering the catch basin with non-shrink grout or other material approved by the City engineer.
4. Size: To provide a uniform annular space between the outside wall of pipe and the riser.
5. Location: To permit setting of the entering pipes at the correct elevations.

D. Manhole Openings:
1. Provide openings in the risers to receive pipes entering the structure.
2. Make openings at the manufacturing plant.
3. Size: To provide a uniform annular space between the outside wall of pipe and riser.
4. Location: To permit setting of the entering pipes at the correct elevations.
5. Openings shall have a flexible watertight union between pipe and the manhole base. All manhole connections are incidental to the cost of the manhole.
   a. Cast into the manhole base and sized to the type of pipe being used.
   b. Type of flexible joint being used shall be approved by the Engineer. Install materials according to the Manufacturer's instructions.
      1. Lock Joint Flexible Manhole Sleeve made by Interpace Corporation.
      2. Kor N Seal made by National Pollution Control System, Inc.
      5. Or equivalent.

E. Joints:
1. Joint gaskets to be flexible self seating butyl rubber joint sealant installed according to manufacturer's recommendations. Install a double row of joint sealants for every manhole joint. For cold weather applications, use adhesive with joint sealant as recommended by manufacturer. Acceptable Materials:
   a. Kent-Seal No. 2
   b. Ram-Nek
   c. Or equivalent.
2. Joints between precast sections shall conform to related standards and manufacturer's instructions.

E. Manhole Waterproofing:
1. The exterior surface of all manholes shall be given two coats of bituminous waterproofing material at an application rate of 75 to 100 square feet per gallon, per coat.
2. The coating shall be applied after the manholes have cured adequately and can be applied by brush or spray in accordance with the manufacturer’s written instruction.

3. Sufficient time shall be allowed between coats to permit sufficient drying so that the application of the second coat has no effect on the first coat.

G. **Manhole Steps**
   1. Polyethylene coated steel safety type designed with a minimum concentrated live load of 300 pounds.
   2. Thoroughly clean all surfaces to be embedded with a suitable cleaning agent to ensure that the surfaces are free from all foreign matter such as dirt, oil and grease.
   3. The steps shall become thoroughly dry before being placed into the concrete.
   4. All steps shall be cast into walls of the precast section so as to form a continuous ladder with a distance of 12-inches between steps.

H. **Masonry**
   1. **Brick:**
      a. Sound, hard, uniformly burned, regular and uniform in shape and size, compact texture, and satisfactory to the Engineer.
      b. Immediately remove rejected brick from the work.
         1. Adjust frame to grade with bricks laid flat with minimum of 2 courses and a maximum of 5 courses. Contractor shall provide sufficient brick courses to allow frames to be adjusted to the future road profile grades shown on the plans.
   2. **Mortar:**
      a. Composition (by volume):
         1. 1 part portland cement.
         2. 1/2 part hydrated lime.
         3. 4-1/2 parts sand.
      b. The proportion of cement to lime may vary from 1:1/4 for hard brick to 1:3/4 for softer brick, but in no case shall the volume of sand exceed 3 times the sum of the volume of cement and lime.
   3. Cement shall be Type II Portland cement.
   4. Hydrated lime shall be Type S.
   5. **Sand:**
      a. Shall consist of inert natural sand.
      b. Grading:

<table>
<thead>
<tr>
<th>Sieve</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/8-inch</td>
<td>100</td>
</tr>
<tr>
<td>No. 4</td>
<td>95-100</td>
</tr>
<tr>
<td>No. 8</td>
<td>80-100</td>
</tr>
<tr>
<td>No. 16</td>
<td>50-85</td>
</tr>
<tr>
<td>No. 50</td>
<td>10-30</td>
</tr>
<tr>
<td>No. 100</td>
<td>2-10</td>
</tr>
<tr>
<td>Fineness Modulus</td>
<td>2.3 - 3.1</td>
</tr>
</tbody>
</table>
I. PVC Drainage Inlets
   1. Drainage Inlets:
      a. PVC surface drainage inlets shall be of the road and highway structure type as manufactured by Nyloplast a division of Advanced Drainage Products.
      b. The ductile iron frame, grate and hood for each structure is considered to be an integral part of the surface drainage inlet and shall be furnished by the same manufacturer.
      c. The PVC Structures shall be manufactured from PVC pipe stock utilizing a thermo molding process to reform the pipe stock to the specified configuration.
      d. Drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system. Joint tightness shall conform to ASTM D3212 for joints for drain and sewer plastic pipe using flexible elastomeric seals.
      e. The flexible elastomeric seals shall conform to ASTM F477. The pipe bell spigot shall be joined to the main body of the drain basin or catch basin.
      f. The raw material used to manufacture the pipe stock that is used to manufacture the main body and pipe stubs of the surface drainage inlets shall conform to ASTM D1784 cell class 12454.
      g. The grates and frames furnished for all surface drainage inlets shall be ductile iron for sizes 8”, 10”, 12”, 15”, 18”, 24” and 30” and shall be made specifically for each basin so as to provide a round bottom flange that closely matches the diameter of the surface drainage inlet.
      h. Grates for drain basins shall be capable of supporting H-20 wheel loading for traffic areas or H-10 loading for pedestrian areas. 12” and 15” square grates will be hinged to the frame using pins.
      i. Metal used in the manufacture of the castings shall conform to ASTM A536 grade 70-50-05 for ductile iron. Grates shall be provided painted black.

604.03 Construction Requirements

This section shall be revised to read as follows:

A. Performance
   1. Precast Manhole and Catch Basin Sections:
      a. Perform jointing in accordance with manufacturer’s recommendations and as specified or approved by the Engineer.
      b. Install barrels and tops level and plumb.
      c. Make all joints water tight. Apply two rows of joint gasket material per barrel joint.
d. Cut openings (as required) carefully to prevent damage to barrel sections and tops. Damaged barrel sections and tops shall be replaced by the Contractor at no additional expense to the City.
e. For cold weather applications, install joint sealant per manufacturer’s recommendations.
f. Install manhole barrel sections and top so that the steps are in alignment.

2. Manhole Invert Channels
a. Smooth and semicircular in shape.
b. Make changes in direction of flow with smooth curves having a radius as large as permitted by the size of the manhole.
c. Stop the pipes at the inside face of the manhole where changes of direction occur.
d. Form invert channels and shelf with brick. Fill the void area for constructing the brick shelf with mortar. Stone, gravel, or other material will not be permitted to fill the void area for constructing the brick shelf.
e. Shape invert to make smooth transition in vertical grade.
f. Slope brick shelf towards the flow channel.

3. Masonry:
a. Laying Brick:
i. Use only clean bricks in brickwork for manholes and catch basins.
ii. Moisten the brick by suitable means until they are neither so dry as to absorb water from the mortar or so wet as to be slippery when laid.
iii. Lay each brick in a full bed and joint of mortar without requiring subsequent grouting, flushing, or filling, and thoroughly bond as directed.
iv. Construct all joints in a neat workmanlike manner, construct the brick surfaces inside the manholes so they are smooth with no mortar extending beyond the bricks and no voids in the joints. Maximum mortar joints shall be 1/2 inch.
b. Curing:
i. Protect brick masonry from drying too rapidly by using burlaps which are kept moist, or by other approved means.
ii. Protect brick masonry from the weather and frost as required.

4. Frames and Grates:
a. Set all frames in a full bed of mortar, true to grade and concentric with the catch basin opening.
b. Completely fill all voids beneath the bottom flange to make a watertight fit.
c. Place a ring of mortar at least one inch thick around the outside of the bottom flange, extending to the outer edge of the catch basin all around its circumference.
d. Clean the frame seats before setting the covers in place.

5. Plugging and Patching
a. Fill all exterior cavities with non-shrink grout and with bituminous waterproofing once the concrete and mortar has set.
b. Touch up damaged water proofing.

6.
Bedding and Backfill:

a. Bedding material of manholes and catch basins shall be a minimum of 6 inches of crushed stone.
b. Crushed Stone: Shall be a uniform material consisting of clean, hard, and durable particles or fragments, free from vegetable or other objectionable matter, containing angular pieces, as are those which come from a mechanical crusher. Gradation requirements shall be as follows:

<table>
<thead>
<tr>
<th>Sieve</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 inch</td>
<td>100</td>
</tr>
<tr>
<td>1½ inch</td>
<td>95-100</td>
</tr>
<tr>
<td>¾ inch</td>
<td>35-70</td>
</tr>
<tr>
<td>½ inch</td>
<td>10-30</td>
</tr>
<tr>
<td>No. 4</td>
<td>0-5</td>
</tr>
</tbody>
</table>

c. Backfill 18 inches all around manholes and catch basins with select fill.
d. Select Fill: Shall consist of well graded granular material free of organic material, loam, wood, trash, snow, ice, frozen soil and other objectionable material and having no rocks with a maximum dimension of over 4 inches and meeting the following gradation requirements:

<table>
<thead>
<tr>
<th>Sieve</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 inch</td>
<td>100</td>
</tr>
<tr>
<td>3 inch</td>
<td>90-100</td>
</tr>
<tr>
<td>No. 4</td>
<td>20-55</td>
</tr>
<tr>
<td>No. 40</td>
<td>5-40</td>
</tr>
<tr>
<td>No. 200</td>
<td>0-8</td>
</tr>
</tbody>
</table>

Concrete Blocks shall not be used in any way in the construction or alteration modifications of manholes or catch basins.

All manhole bases, barrel sections and top sections shall be marked, by the manufacturer, with the appropriate manhole station (and offset if applicable) and the street name, if more than one street is incorporated within a single contract.

Special precautions shall be taken to provide adequate ventilation and attending personnel for the safety of all workers who may be required to enter existing sewers or sewers under construction.
It is emphasized to the Contractor that sanitary sewer and drainage construction under this contract shall be coordinated with existing sewer facilities so that continuous service and handling of existing flows is accomplished.

In the existing fifth paragraph, first sentence of that Subsection delete only “Metal frames and traps”, and substitute therefore “Metal frames, steps, other appurtenances, and traps”.

Catch basins shall be constructed as shown on the contract drawings. Unless otherwise indicated, catch basins shall have A-4 inlet stones which shall be incidental to the contract unit price of the structure.

After the manhole has been assembled in place, all lifting holes and all exterior joints shall be filled and pointed with an approved non-shrinking grout or approved bituminous mastic as shown on the construction drawings.

**PVC Drainage Inlet Installation**

The specified PVC surface drainage inlet shall be installed using conventional flexible pipe backfill materials and procedures. The backfill material shall be crushed stone or other granular material meeting the requirements of class 2 material as defined in ASTM D2321.

Bedding and backfill for surface drainage inlets shall be placed and compacted uniformly in accordance with ASTM D2321. The drain basin body will be cut at the time of the final grade. No brick, stone or concrete block will be required to set the grate to the final grade height.

For H-20 load rated installations, a concrete ring will be poured under and around the grate and frame as indicated in the details.

**604.031 Structures Abandoned or Removed**

The existing castings on manholes and/or catch basins to be abandoned or removed shall be carefully removed, cleaned and delivered to the City stockyard as directed. All such castings shall become the property of the City.

Inlet stones for catch basins to be abandoned or removed shall be carefully removed, cleaned and delivered to the City Stockyard as directed.

The inlets and outlets of structures to be abandoned shall be plugged with bricks and mortar. The upper portions of the masonry shall be removed to a depth of four (4”) feet below the finished grade or as required for new construction, and the structures shall be completely filled with selected excavated material placed in six (6”) inch layers and thoroughly compacted. Prior to backfilling, the sump shall be pumped and cleared of all water and foreign materials.
The existing masonry of structures to be removed shall be completely removed. The inlets and outlets shall be fully plugged with bricks and mortar. The cavity shall be completely filled with selected excavated materials placed in six (6") inch layers and thoroughly compacted.

604.032 Remove Existing Structures and Replace with Structures

The existing castings on manholes and/or catch basins to be removed and replaced shall be carefully removed, cleaned and delivered to a City stockyard as directed. All such castings shall become the property of the City. Existing inlet stones for catch basins to be replaced shall be carefully removed, cleaned and delivered to a City Stockyard as directed and shall be incidental to the cost of said item.

604.033 Special Structures

The City of South Portland will provided an 8-ft diameter, flat top precast concrete manhole structure that is to be installed by the Contractor at a location on Sokokis Street as shown on the plans. The contractor shall transport the structure from the City stockyard and install it at the location on the plans. The Contractor is responsible for transporting the structure to the site performing all excavation, back fill, making pipe connections constructing brick channels and furnishing and installing a drain manhole frame and cover on the structure.

604.04 Altering Adjusting, Modifying and Rebuilding Catch Basins and Manholes

The provisions of paragraph 604.04 of the Standard Specifications apply with the following additions and modifications.

a. Altering Catch Basins: The existing inlet stone and top assembly shall be removed and replaced with new inlet stone frame and grate adjusted to grade with approved brick and mortar. Altering Catch Basins includes, connection of underdrain to basin, and reconnection of existing inlet/outlet where indicated on the plans.

d. Modify Structure Existing catch basins and manholes to be altered shall be reconstructed as indicated on the plans or as required due to field conditions as directed by the Resident. This item includes:

1. Structure alterations for new pipe connection as shown on the plans and as required due to field conditions.

2. Adjustments to manhole invert channel caused by new pipe connections including reconstruction of the Brick invert channel and brick shelf.

3. Adjusting frames and grates to grade, when required to complete other modifications.

4. Plugging abandoned pipe openings within structures. Including reconstruction brick shelves and inverts channels.
5. Repointing and mortar repairs to adjustment bricks within 1 foot of the frame.

Modify Structures measurement will be per structure regardless of the number of modifications made to the structure.

604.05 Manhole Testing

A. General:
   1. Perform either a vacuum test or a combination of the exfiltration and infiltration tests on all manholes
   2. All testing must be performed in the presence of the Engineer.
   3. Suitably plug all pipes entering each manhole and brace plugs to prevent blow out.

B. Exfiltration Tests after Backfilling:
   1. Fill each manhole with water to the top of the manhole frame.
   2. A period of up to 2 hours may be permitted, if the Contractor so wishes, to allow for absorption.
   3. At the end of the absorption period, refill each manhole with water to the top of the manhole frame and begin the 4-hour test period.
   4. At the end of the 4-hour test period, refill each manhole to the top of the manhole frame and measure the volume of water added. The leakage for each manhole shall not exceed 1/16 gallon per foot of diameter per vertical foot (above ground water) per 4-hour period.

C. Infiltration Tests:
   1. When the groundwater is above the bottom of the manhole, infiltration testing may be performed on that portion of the manhole below water level.
   2. After a 15-minute period, if no water is visibly moving down the interior surfaces of a manhole, the portion of the manhole below groundwater may be considered to be satisfactorily watertight.
   3. The remaining portion above the groundwater level must be tested for exfiltration as specified above.

D. Vacuum Test:
   1. The manhole shall be tested by a vacuum test after assembly of the manhole, connection piping and backfilling. Vacuum testing to be conducted prior to construction of invert channels.
   2. Plug all lifting holes completely with non-shrink grout.
   3. Properly tighten all boot clamps and brace all plugs to prevent them from being sucked into the manhole.
   4. Install the testing equipment according to the manufacturer's instructions.
   5. A vacuum of 10 inches of Hg shall be drawn on the manhole and the loss of 1 inch of Hg vacuum timed. The manhole shall be considered to have passed the test if the time for the loss of 1 inch of Hg vacuum is:
      a. Not less than 2 minutes for manholes less than 10-feet deep.
      b. Not less than 2.5 minutes for manholes 10 to 15-feet deep.
      c. Not less than 3 minutes for manholes more than 15-feet deep.
6. If the manhole fails the initial test, the Contractor shall locate the leak(s) and make repairs. The manhole shall be retested until a satisfactory test result is obtained.

604.05 Method of Measurement

Under this subsection the following sections shall be amended as follows:

1. Subsection (a) of the Standard Specifications shall be deleted and the following paragraph shall be included:
   a. Complete structures. Each catch basin and manhole will be measured per each complete.
   b. Existing Structures Existing catch basins and manholes to be altered, adjusted, modified or built will be 1 unit each. For Modify Structures measurement will be per structure regardless of the number of modifications made.
   c. Subsections (c),(d) and of the Standard Specifications shall be deleted.
   d. Each existing structures to be removed and replaced with a new structures will be considered as one unit, including inlet stone, pipe elbows or hoods where indicated, tipdowns, frame, grate, adjustment to grade, connection of underdrain to basin and installation of new inlet/outlet.
   e. Installation of pipe stubs to connect to existing storm drains and sewers shall be incidental to the cost of the new structure.
   f. Installing masonry plugs and caps (for PVC pipes) in abandoned pipes shall be incidental to the cost of the new structure.

Modify Structures payment will be per structure regardless of the number of modifications made to the structure.

604.06 Basis of Payment

The following paragraphs shall be added:

The cost of excavation and backfill of all sewer manholes, catch basins or drain manholes, either new, abandoned, or removed and/or replaced shall be included in the cost of the specific work for each type of structure.

The cost of resetting curb inlet stones shall be considered incidental to the cost of adjusting catch basins to grade and no separate payments will be made. The cost of delivering inlet stones and/or castings to the City or other approved sites shall be considered as incidental to the contract items involved.

The cost of maintaining flows in existing sewer lines and manholes and any maintenance and cleaning of said sewers that may be required as a result of new manhole
installations shall be incidental to the related pay item and no separate payment for this work will be made.

The cost of removal of existing structures shall be incidental to the installation of proposed structure which will replace it.

Installation of pipe stubs to reconnect existing pipes shall be incidental to the cost of the structure.

Separate payment for manhole and catch basin removal shall be made under item 202.15 whenever the center of the structure to be removed is 10 feet or more from the center of a new manhole or catch basin. If the center of a manhole or catch basin to be removed is less than 10 feet from the center of a new structure, no separate payment will be made for manhole and catch basin removal, in which case the cost of manhole or catch basin removal shall be considered incidental to the cost of the new structure.

Payment for Owner provided special structures shall include all work associated with drain manhole installation and shall include the transportation of the structure from City stockyard to the site. Payment will include all excavation, backfill, pipe connections, furnishing and installing brick channels, and furnishing and installing a manhole frame and cover.

Outlet control structures associated with subsurface gravel wetland detention basins are included in the cost of the detention basin item and no separate payment will be made.

<table>
<thead>
<tr>
<th>Pay Item</th>
<th>Pay Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>604.131</td>
<td>4 Foot Diameter Catch Basin Each</td>
</tr>
<tr>
<td>604.132</td>
<td>5 Foot Diameter Catch Basin Each</td>
</tr>
<tr>
<td><strong>604.14</strong></td>
<td>30” Diameter Nyloplast Field Inlet Each</td>
</tr>
<tr>
<td>604.15</td>
<td>4 Foot Diameter Sewer or Drain Manhole Each</td>
</tr>
<tr>
<td>604.153</td>
<td>5 Foot Diameter Sewer or Drain Manhole Each</td>
</tr>
<tr>
<td>604.154</td>
<td>6 Foot Diameter Sewer or Drain Manhole Each</td>
</tr>
<tr>
<td>604.1561</td>
<td>Transport and Install 8 foot Diameter Special Structure Each</td>
</tr>
<tr>
<td>604.161</td>
<td>Modify Structure Each</td>
</tr>
<tr>
<td>604.18</td>
<td>Adjusting Manhole of Catch Basin to Grade Each</td>
</tr>
</tbody>
</table>

*Addendum 1, January 22, 2016*
ATTACHMENT 4

DWSRF Supplemental General Conditions
Dated January 22, 2016
The following change is hereby made a part of the contract documents:

ADD the following (attached) documents, to Appendix A – Portland Water District Contract Requirements:

- DWWRF SUPPLEMENTAL GENERAL CONDITIONS (13 pages)
- TEMPORARY CONSTRUCTION SIGN FOR CWSRF & DWSRF PROJECTS (1 page)
- EPA FORM 6100-4 (DBE SUBCONTRACTOR UTILIZATION FORM) (2 pages)
- EPS FORM 6100-3 (DBE SUBCONTRACTOR PERFORMANCE FORM) (2 pages)
- EPA FORM 6100-2 (DBE SUBCONTRACTOR PARTICIPATION FORM) (2 pages)
- PROGRESS REPORT OF DBE SUBCONTRACTOR UTILIZATION FORM (1 page)
- WEEKLY PAYROLL LABOR STANDARDS COMPLIANCE FORM (1 page)
- USE OF AMERICAN IRON AND STEEL (1 page)
- CERTIFICATION BY THE OWNER OF COMPLIANCE WITH THE USE OF AMERICAN IRON AND STEEL LAW (1 page)
- CERTIFICATION BY CONTRACTOR OF COMPLIANCE WITH THE USE OF AMERICAN IRON AND STEEL LAW (1 page)
- SAMPLE STEP MANUFACTURER CERTIFICATION (1 page)
- GENERAL DECISION NUMBER: ME160018 01/08/2016 ME18 – Minimum Hourly Wages for Heavy Construction Projects, Including Water and Sewer Lines in Cumberland County, Maine (4 pages)
DWSRF SUPPLEMENTAL GENERAL CONDITIONS

PURPOSE: The DWSRF Supplemental General Conditions are written to ensure that State and Federal funding and project requirements are included in DWSRF construction contract specification documents for projects that cost $400,000 or more which are identified as as “equivalency” projects and shall be put out to public bid. These conditions are not required for projects costing less than $400,000 which are identified as “non-equivalency” projects and may use a quotation process.

ORIGINATOR/OWNER: DWP DWSRF Staff/Chief Engineer

PROCEDURE:

1. All contents of the DWSRF Supplemental General Conditions in this document must be included in DWSRF funded construction contract specification documents for projects that cost $400,000 or more which are identified as as “equivalency” projects and shall be put out for public bid.

2. It is helpful to incorporate the complete DWSRF Supplemental General Conditions documented here into a specification document, yet as long as all of the conditions are present in the specification document, the complete set of conditions described below do not need to be included as shown.
   Specifically, when other sources are funding portions of a construction project funded also by DWSRF, as long as each item in the DWSRF supplemental general conditions is included in the specifications document, there is no need to duplicate conditions within the specifications document.

3. When questions arise regarding a component of these supplemental general conditions, the public water system or their engineer should contact their DWP DWSRF Project Manager to discuss the issue first. A DWSRF Manager will assist with decision making as needed.

ASSOCIATED DOCUMENTS:

- DWRSF Project Management Guidance Manual
- State of Maine Rules Relating to Drinking Water State Revolving Loan fund

SUPERSEDED DOCUMENTS: All previously undocumented versions of this document

RETENTION: This document is retained per DWP Record Retention Schedules
<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
<th>Rev.</th>
<th>Date</th>
<th>Description Of Change</th>
<th>Approved by</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE/MWB</td>
<td>5</td>
<td>A</td>
<td>3-1-2013</td>
<td>MBE/WBE goals change from 1.3% and 3.7% to 0.64% and 1.64% respectively.</td>
<td>Norm Lamie</td>
</tr>
<tr>
<td>DBE, Davis,</td>
<td>3, 11, 5-7,</td>
<td>B</td>
<td>7-28-15</td>
<td>Change WBE/MBE to DBE and added new requirements and reference to EPA documents.</td>
<td>Norm Lamie</td>
</tr>
<tr>
<td>Bacon, AIS,</td>
<td>9,12,14</td>
<td></td>
<td></td>
<td>Modified Davis Bacon description. Added American Iron &amp; Steel requirements. Added</td>
<td></td>
</tr>
<tr>
<td>Change in</td>
<td></td>
<td></td>
<td></td>
<td>list of related info and forms. Removed &quot;Bid Protest&quot; and &quot;Claims or Disputes&quot; or</td>
<td></td>
</tr>
<tr>
<td>Work and Work</td>
<td></td>
<td></td>
<td></td>
<td>disputes sections which are covered by EJCD. Included that Change Orders shall</td>
<td></td>
</tr>
<tr>
<td>Price.</td>
<td></td>
<td></td>
<td></td>
<td>require DHHS approval.</td>
<td></td>
</tr>
</tbody>
</table>
DWSRF SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Drinking Water State Revolving Loan Fund (DWSRF) Supplemental General Conditions as described below change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of the CONTRACT. These provisions shall be used in conjunction with the most recent version of EJCDC documents No. 1910-8-FA (Contract General Conditions) and No. 1910-8-A-1-FA (Owner/Contractor Agreement), both the Funding Agency version. All provisions of the General Conditions, which are not changed, amended, or supplemented, remain in full force.

Notice to Bidders

Any person interested in Bidding on this contract should thoroughly familiarize themselves with these DWSRF Supplemental General Conditions. Failure to comply with any of these conditions may result in the Bidder being determined non-responsive and therefore, not entitled to the award of this contract.

NOTE: In the ADVERTISEMENT TO BIDDERS, the following language should be used making all Bidders aware of the DHHS Special conditions.

Bid Bond

A certified check or bank draft payable to the OWNER or a satisfactory Bid Bond executed by the Bidder and a Surety Company in the equal to five percent (5%) of the Bid shall be submitted with each bid. No bid may be withdrawn for at least 60 days after receipt of bids unless released by the owner.

Disadvantaged Business Enterprise Requirements

Each Bidder shall take notice special notice of the Guidance for use of Disadvantaged Business Enterprises in the DWSRF Supplemental General Conditions. Failure to complete these requirements may result in finding that the Bidder is nonresponsive and therefore, not eligible to awarded this contract. Complete requirements are located in the Bid Documents.

Nondiscrimination in Employment and Labor Standards

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and amendments and supplements to that Order. The requirements for Bidders and CONTRACTORS under this Order are located in the DWSRF Supplemental General Conditions.

Federal Requirements


The CONTRACTOR must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Safe Drinking Water Act, Executive Order 11738, and the Environmental Protection Agency regulations (40 CFR Part 15).

The CONTRACTOR must comply with all permits, restrictions and conditions, issued for the PROJECT by Federal Cross-cutting Authorities.
Disclaimer

Any contract awarded under this Advertisement to Bidders is expected to be funded in part by a Maine Drinking Water State Revolving Fund loan. Neither the State of Maine nor any of its departments, agencies, or employees is, or will be, party to the CONTRACT.

NOTE: The following language shall be added to the INFORMATION FOR BIDDERS section of the specifications:

Bonding and Insurance

Bidders must furnish a bid guarantee equivalent to five percent (5%) of the bid price. In addition the CONTRACTOR awarded a construction contract must furnish performance and payment bonds, each of which shall be in an amount not less than 100 percent of the contract price. CONTRACTORS shall obtain such construction insurance (e.g., fire and extended coverage, workmen's compensation, public liability and property damage, and "all risk" builders risk) as is customary and appropriate.

Manufacturer's Experience

Wherever it may be written that an equipment manufacturer must have a specified period of experience with his product or equipment, who does not meet the specified experience period, can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

Sales Tax

This PROJECT is exempt from State Sales and Use or Excise Taxes to the extent allowed by law.

Each system must determine whether or not the Sales Tax paragraph is applicable to its project.

Safety and Health Regulations

This PROJECT is subject to all the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the US. Department of Labor on June 24, 1974. CONTRACTORS are urged to become familiar with the requirements of these regulations.

Nondiscrimination in Employment

a. Contracts for work under this proposal will obligate the CONTRACTORS and the SUBCONTRACTORS not to discriminate in employment practices.

b. Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246, or any preceding similar Executive Order.

c. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

d. Successful bidders must, if requested, submit a list of all SUBCONTRACTORS who will perform work on the PROJECT, and written signed statements from authorized agents of labor pools with which they will or may deal for employees on the work together with supporting information to the effect that such labor pools' practices and policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to award of the contract.
e. Successful bidders must be prepared to comply in all respects with the contract provisions regarding nondiscrimination.

**SRF Disadvantaged Business Enterprises (DBE) Program**

"The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33, Disadvantaged Business Enterprises (DBE), in the award and administration of subcontracts. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The goals for this project are a minimum of 0.64% certified Minority Business Enterprise (MBE) and a minimum of 1.64% certified Women’s Business Enterprise (WBE) participation. Lists of certified businesses may be found on the following internet websites: EPA Office of Small and Disadvantaged Business Utilization (OSDBU), State of Maine Department of Transportation (DOT), and the United States Small Business Administration (SBA).

The contractor must maintain all records documenting its compliance with the requirements of this part, including documentation of its good faith efforts (such as copies of solicitation letters and emails) and data relied upon in formulating its fair share objectives.

1. During the bidding period, the Contractor is required to make the following good faith efforts if they will be awarding subcontracts:
   (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
   (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
   (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
   (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
   (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
   (f) Employ the good faith efforts described above even if the prime contractor has achieved its fair share objectives under subpart D of this part.

2. The Contractor must comply with the following provisions when submitting their bid:
   (a) The contractor must complete and submit EPA Form 6100-4, ‘DBE Program Subcontractor Utilization Form’ (copy available at www.medwp.com) as part of the prime contractor’s bid or proposal package to the Owner. Note, only DBE subcontractors should be listed. If no DBE subcontractors are to be used, the contractor must still complete and submit the form.
   (b) The contractor must have each of its proposed DBE subcontractors complete the EPA Form 6100-3, ‘DBE Program Subcontractor Performance Form’ (copy available at www.medwp.com). The completed forms must be submitted as part of the prime contractor’s bid or proposal package to the Owner.

3. Prior to contract award, as the Successful Bidder, the Contractor must comply with the following provisions:
   (a) The contractor must submit to the Owner documentation of its good faith efforts (such as copies of solicitation letters and emails) and data relied upon in formulating its fair share objectives. Solicitation documentation must include proof of receipt. The records must be submitted to the Owner even if the goals were met.

SOPID #: DWPO151-A

Maine Drinking Water Program
(b) The contractor must submit to the Owner a bidders list of all firms that bid or quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs. The purpose of a bidders list is to provide contractors who conduct competitive bidding with as accurate a database as possible about the universe of MBE/WBE and non-MBE/WBE subcontractors. The list must include the following information:

(1) Entity's name with point of contact;
(2) Entity's mailing address, telephone number, and e-mail address;
(3) The procurement on which the entity bid or quoted, and when; and
(4) Entity's status as an MBE/WBE or non-MBE/WBE.

4. Following contract award, the Contractor must comply with the following additional provisions:

(a) The contractor must provide EPA Form 6100-2, 'DBE Program Subcontractor Participation Form' (copy available at www.medwp.com) to all DBE subcontractors listed on Form 6100-4. EPA Form 6100-2 gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have during the course of the project, for example, reasons why the DBE subcontractor believes it was terminated by the prime contractor. If DBE subcontractors choose to complete this form, the completed form should be sent directly to the “Contract Administrator” identified in the Preconstruction Meeting.

(b) Complete the DWSRF DWP Progress Report of DBE Subcontractor Utilization Form (copy available at www.medwp.com) for all contractor pay applications whether or not they include invoiced amounts from DBE subcontractors. The progress report shall be attached to the corresponding pay application for processing through the Owner.

(c) Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Owner.

(d) Notify the Owner in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.

(e) If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts described above if soliciting a replacement subcontractor. Documentation of good faith efforts shall be submitted to the Owner upon request.”

American Iron and Steel (AIS) Requirements

"The Contractor acknowledges, to and for the benefit of the Owner and the State (Maine Drinking Water Program), that it understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Fund (DWSRF) that have statutory requirements commonly known as “American Iron and Steel," that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. See Public Law 113-76, Section 436 (available in the AIS Guidelines at www.medwp.com). The Contractor hereby represents and warrants, to and for the benefit of the Owner and the State, that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. While the Contractor has no direct contractual privity with the State, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

The Owner shall maintain files on the project site for American Iron and Steel (AIS) manufacturer certifications. The Contractor and subcontractors shall provide step manufacturer certifications to the Owner for each AIS item delivered to the site. The files shall be made available to State and Federal officials for inspection upon request.
See sample Step Manufacturer Certification form (from Use of AIS Certification available at www.medwp.com) for information that should be included.

The Contractor and its subcontractors shall submit to the Owner, an AIS Compliance Certification (available at www.medwp.com) prior to the project Preconstruction Meeting. The Owner, shall in turn, submit this certification from the Contractor, with their AIS Compliance Certification (available at www.medwp.com), to the State at the project Preconstruction Meeting.

The nationwide waiver to the American Iron and Steel law permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project. It is the State’s interpretation that all DWSRF projects will contain incidental components that might not comply with the law and therefore it is likely that the Owner will use the de minimis waiver. The Contractor is required to provide the necessary documentation. Owners should, in consultation with their contractors, determine the items to be covered by this waiver, must retain relevant documentation (i.e., invoices) as to those items in their project files, and must summarize in reports the types and/or categories of items to which this waiver is applied, the total cost of incidental components covered by the waiver for each type or category, and the calculations by which they determined the total cost of materials used in and incorporated into the project. The Owner shall maintain files on the project site for this documentation. The files shall be made available to State and Federal officials for inspection upon request.

The Contractor shall refer to the “Use of American Iron and Steel (AIS) Guidance” (available at www.medwp.com). Additional information regarding the AIS requirements can be found on this website http://water.epa.gov/grants_funding/aisrequirement.cfm
Notice to Labor Union or Other Organization of Workers

Nondiscrimination in Employment

To: ________________________________
(Name of Union or organization of workers)

The undersigned currently holds contract(s) with ____________________________
(Name of Applicant)

involving funds or credit of the U.S. Government of (a) subcontract(s) with a prime CONTRACTOR holding such contract(s).

You are advised that under the provisions of the above contact(s) or subcontract(s) and in accordance with Executive Order 11246, dates September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to the following:

HIRING, PLACEMENT, UPGRADE, TRANSFER, OR DEMOTION
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF
PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING
INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

This notice is furnished to you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

COPIES OF THIS NOTICE WILL BE POSTED BY THE UNDERSIGNED IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES OR APPLICANT FOR EMPLOYMENT.

________________________________________
/
(Contractor or Subcontractor)

(Date)
Contractor's and Subcontractor's Insurance

The CONTRACTOR shall not commence work under this contract until he has obtained all the insurance required hereunder and the OWNER has approved such insurance, nor shall the CONTRACTOR allow any SUBCONTRACTOR to commence work on his subcontract until all similar insurance required of the SUBCONTRACTOR has been so obtained and approved. Approval of the insurance by the OWNER shall not relieve or decrease the liability of the CONTRACTOR hereunder.

Operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, requires insurance to be written with a limit of liability of not less than $1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefore, sustained by any one person in any one accident; and a limit of liability of not less than $1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $500,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damage sustained by two or more persons in any one accident.

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTOR as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the State of Maine, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide adequate and suitable insurance for the protection of his employees not otherwise protected.

Posting Documents

The following documents must be posted and maintained by the CONTRACTOR at such place or places on the PROJECT site where employees can easily see them. The posters may be obtained, free of charge, from "Business Answers" 1-800-872-3838.

"Notice to Labor Union or Other Organizations of Workers" (Exhibit 2)
"Equal Employment Opportunity is the Law" poster
"Job Safety and Health Protection" poster
"Fair Labor Standards Act" poster
"Employee Polygraph Protection Act" poster
"Family and Medical Leave Act" poster (applicable to employers of 50 or more employees)
"Notice Relative to the Regulation of Employment" (State Poster)
"Minimum Wage" (State Poster)
"Whistleblowers' Protection Act" (State Poster)
"Sexual Harassment Law" (State Poster)
"Workers Compensation" (State Poster)
"Maine Employment Security Law" (applicable to employers who must pay unemployment tax)
"Notice to All Employees" (http://www.dol.gov/whd/regs/compliance/posters/fedproje.pdf)
"Davis-Bacon" wage rates

Project Sign

The CONTRACTOR shall provide** and erect a PROJECT sign as detailed and specified (See “Project Signs for all Agencies” at www.medwp.com for sign specifications). The location of the sign shall be as directed by the ENGINEER. No other CONTRACTOR, SUBCONTRACTOR or material signs will be permitted on the sign. The CONTRACTOR shall maintain and keep the PROJECT sign in good condition until the work is completed when the sign will be removed. All other signs to be erected on the site shall be approved by the ENGINEER. Provide adequate supports for sign as site conditions may require and keep sign a proper distance above prevailing grade to permit public viewing. DHHS may provide an alternative method to placing a project sign for certain types of projects.

*If project is being co-funded with the U.S. Department of Agriculture, Rural Utilities Services, these provisions are covered by RUS’s Supplemental Conditions and can be removed.

** Some projects such as meter replacement do not require a project sign. For questions related to the requirement for a project sign, please contact the DHHS.

Inspection

Representatives of the OWNER and of the Department of Health and Human Services (DHHS) shall have access to the work wherever it is in preparation or progress and the CONTRACTOR shall provide proper facilities for such access and inspection.

Payment of Employees

Minimum Wages

All mechanics and laborers employed or working upon the construction site work of the PROJECT, will be paid the full amounts due at time of payment computed at wage rates not less than State Minimum Wage regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Overtime Payments

An employer is obligated to make proper wage payments under the Fair Labor Standards Act, and the Contract Work Hours Standards Act, for hours worked in excess of 40 hours in a work week. An employee must receive compensation at a rate not less than one and one-half times the regular rate of pay (basic hourly rate) for all hours worked in excess of 40 hours per week.

Davis-Bacon Wages

Davis-Bacon Wage Rates apply to projects with DWSRF funding. For Davis-Bacon wage determination purposes, work on most projects will be considered “heavy construction”. Some projects may also include work under the “building construction” category. The wage decision that is current as of ten (10) days prior to the bid opening will be applied to DWSRF funded project. The wage decision applicable to this project can be found within these project documents. It is the responsibility of the bidder to verify the applicable wage decision. For job classifications not listed in the applicable wage decision a project-specific wage determination request must be filed with the federal Department of Labor. The Drinking Water Program will provide the wage determination request application form. The Drinking Water Program must review, sign, and submit the wage determination request application. Wage determination request submittals are expected to be responded to within 30 days;
however, some responses have taken longer than this. For each job classification needed for this project not listed in the applicable wage decision the successful bidder is encouraged to identify these job classifications and notify all parties early on in the project such as during the preconstruction meeting. The contractor bears all responsibility for reimbursing workers at Davis-Bacon wage rates. This includes for job classifications not listed in the wage decision that require wage determination requests.

For more information, see www.dol.gov/whd/govcontracts/dbra.htm

Wage Record of Contractor

The CONTRACTOR and each SUBCONTRACTOR shall keep an accurate record showing the names, social security number, and occupation of each and all laborers, workmen, and mechanics employed by them in connection with this PROJECT showing the hours worked, the title of the job, the hourly rate and the actual wages paid to each of them. A copy of such record shall be kept at the job site and shall be open at all reasonable hours to the inspection of the Bureau of Labor Standards, the OWNER, and the Department of Health and Human Services.

Retention of Payroll Records

Payroll records, including original field notes and back up material will be maintained during the course of the work by the CONTRACTOR, including payroll of each SUBCONTRACTOR for a period of three years after the completion of the PROJECT.

Violations of Labor Standards

In the event of a violation of the Overtime Payments clause the CONTRACTOR and any SUBCONTRACTOR responsible therefore shall be liable for the unpaid wages and shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages.

In the event of any violation by the CONTRACTOR or SUBCONTRACTOR of the labor standards provisions of their contract, the OWNER may, after notice to the CONTRACTOR, suspend further payments until such violations have ceased.

Payment to Contractor

At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to ten percent (10%) of said estimate until fifty percent (50%) of the work has been completed. At fifty percent (50%) completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At fifty percent (50%) completion or any time thereafter when the progress of the WORK is not satisfactory, additional
amounts may be retained but in no event shall the total retainage be more than ten percent (10%) of the value of the work completed. Upon substantial completion of the work the OWNER may retain an amount sufficient to cover the estimated cost of the work still to be completed.

The CONTRACTOR will indemnify and save the OWNER harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishees of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. This may be required on a monthly basis. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

Changes in the Work

The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER. All Change Orders shall be approved by DHHS.

Changes in Contract Price

The CONTRACT PRICE may be changed only by a CHANGE ORDER. All Change Orders shall be approved by DHHS. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of procedure listed below:

a. Unit prices previously approved.

b. An agreed lump sum.

c. Time and materials

For all change order work performed under c, a fee for overhead and profit will be allowed over and above the "actual cost" of the work. For work performed by a SUBCONTRACTOR, this fee shall not exceed fifteen percent (15%) for the SUBCONTRACTOR and five percent (5%) for the general CONTRACTOR. The general CONTRACTOR'S five percent (5%) is calculated on the SUBCONTRACTOR'S actual cost before the fee is added. The total fee on "actual work" shall not exceed twenty percent (20%). For work performed by the general CONTRACTOR, this fee shall not exceed fifteen percent (15%).
The "actual cost" of work includes the reasonable cost to the CONTRACTOR of the following:

a. materials used as part of the work;

b. common and skilled labor and foreman only;

c. equipment rental for the period employed directly on the work at rates not exceeding the monthly rate contained in the current "Rental Rate Blue Book for Construction Equipment (published by the Equipment Guidebook Company);

d. additional insurance if required, to cover public liability for injury to persons and property;

e. Workmen's Compensation Insurance, Federal Social Security and any other costs associated with payrolls and required by law.

The "actual cost" of work does not include the following:

a. purchase or rental of small tools and buildings;

b. CONTRACTOR'S supervision of SUBCONTRACTOR (these costs are part of fee outlined above;

c. use of capital or premium on the bond unless the extra work includes an extension of time approved and authorized by the OWNER.

d. overhead and profit.

Access to records

The OWNER, DHHS, Maine Municipal Bond Bank and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of CONTRACTORS which are pertinent to this PROJECT in order to make audits, examinations, excerpts, and transcripts.

Expiration of right of access. The rights of access shall last as long as the records are retained. The minimum retention period is three years.

Related information and forms available at the Maine Drinking Water Program website:

- Project Signs for all Funding Agencies (specifications)
- DBE Program Subcontractor Utilization Form – EPA 6100-4 (form)
- DBE Program Subcontractor Performance Form – EPA 6100-3 (form)
- DBE Program Subcontractor Participation Form – EPA 6100-2 (form)
- Program Report of DBE Subcontractor Utilization Form (form)
- Weekly Payroll Labor Standards Compliance Review (form)
- American Iron and Steel (AIS) Certification (form)
Temporary Construction Sign for CWSRF & DWSRF Projects

Project Title (include Town / District name)

Engineer: 

Contractor: 

Total Project Cost: 

Financed by:
CWSRF Program: Maine Department of Environmental Protection
DWSRF Program: Maine Department of Health & Human Services and Maine Municipal Bond Bank

EPA United States Environmental Protection Agency

SRF State Revolving Loan Fund

This institution is an equal opportunity provider

MINIMUM SIGN DIMENSIONS: 1200 x 2400 x 19 MM (4' x 8' x 3/4") EXTERIOR PLYWOOD (A-B GRADE)
MINIMUM LETTERING SIZE: 5 CM (2-INCHES)
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor’s actual and/or anticipated use of identified certified DBE\(^1\) subcontractors\(^2\) and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid/Proposal No.</td>
<td>Assistance Agreement ID No. (if known)</td>
</tr>
<tr>
<td></td>
<td>Point of Contact</td>
</tr>
</tbody>
</table>

Address

<table>
<thead>
<tr>
<th>Telephone No.</th>
<th>Email Address</th>
</tr>
</thead>
</table>

Issuing/Funding Entity:

I have identified potential DBE certified subcontractors

| YES | NO |

If yes, please complete the table below. If no, please explain:

<table>
<thead>
<tr>
<th>Subcontractor Name/Company Name</th>
<th>Company Address/Phone/Email</th>
<th>Est. Dollar Amt</th>
<th>Currently DBE Certified?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Continue on back if needed

\(^1\) A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

\(^2\) Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)
Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<table>
<thead>
<tr>
<th>Prime Contractor Signature</th>
<th>Print Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.
Disadvantaged Business Enterprise (DBE) Program

DBE Subcontractor Performance Form

This form is intended to capture the DBE\textsuperscript{1} subcontractor's\textsuperscript{2} description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bid/ Proposal No.</th>
<th>Assistance Agreement ID No. (if known)</th>
<th>Point of Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone No.</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prime Contractor Name</th>
<th>Issuing/Funding Entity:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Item Number</th>
<th>Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies</th>
<th>Price of Work Submitted to the Prime Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DBE Certified By:</th>
<th>Meets/ exceeds EPA certification standards?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ø DOT</td>
<td>Ø YES Ø NO Ø Unknown</td>
</tr>
<tr>
<td>Ø SBA</td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
</tr>
</tbody>
</table>

\textsuperscript{1} A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

\textsuperscript{2} Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)
**Disadvantaged Business Enterprise (DBE) Program**

**DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<table>
<thead>
<tr>
<th>Prime Contractor Signature</th>
<th>Print Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Signature</th>
<th>Print Name</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

---

EPA FORM 6100-3 (DBE Subcontractor Performance Form)
Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE\(^1\) subcontractor\(^2\) the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Project Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid/ Proposal No.</td>
<td>Assistance Agreement ID No. (if known)</td>
</tr>
<tr>
<td>Address</td>
<td>Email Address</td>
</tr>
<tr>
<td>Telephone No.</td>
<td>Prime Contractor Name</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Item Number</th>
<th>Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies</th>
<th>Amount Received by Prime Contractor</th>
</tr>
</thead>
</table>

\(^1\) A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

\(^2\) Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.
Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)
STATE OF MAINE DRINKING WATER PROGRAM
DWSRF DBE PROGRAM

PROGRESS REPORT OF DBE SUBCONTRACTOR UTILIZATION FORM

TO INSURE PROMPT PAYMENT THE FOLLOWING INFORMATION MUST BE SUBMITTED WITH ALL REIMBURSEMENT REQUESTS WHETHER THEY INCLUDE INVOICED AMOUNTS FROM A QUALIFYING WBE OR MBE PARTICIPANT OR NOT:

Municipality/District:________________________ DWSRF #:________________________

Name of Project:________________________ Contractor:________________________

Contractor's Payment Request No._____ Period covered by the request________________________

The accompanying Reimbursement Request includes the following WBE/MBE participation:

<table>
<thead>
<tr>
<th>Name &amp; Address of WBE/MBE firm to be paid</th>
<th>WBE</th>
<th>MBE</th>
<th>Source of Certification, i.e., DOT, EPA or SBA</th>
<th>Amount to be paid this request</th>
<th>Type of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This attachment must be signed by an authorized representative of the contractor.

Signature___________________________ Date________________________

Name:___________________________ Title:________________________

Address:________________________________________

Phone:_________________________ E-Mail:________________________
Borrower

Weekly Payroll Labor Standards Compliance Review

Project Name ___________________ DWSRF Project # ___________

Name of Prime Contractor: ___________________

Subcontractor (if applicable): ___________________

IRS Employers ID Number: ___________________

Payroll Period: From _________ to _________  Contract Hours Worked: ___________

Date Submitted: ___________________

Date Reviewed: ___________________

Reviewed By: ___________________

Payroll and Statement of Compliance Properly Completed?: □ Yes □ No

Findings: ___________________

Compliance Determination: □ Yes □ No Follow-up Actions: ___________________

Signature of Reviewer ___________________ Date ___________

7/27/15
From the “Consolidated Appropriations Act, 2014”
H.R. 3547 (PL.113-76, enacted 1/17/2014)

USE OF AMERICAN IRON AND STEEL

"SEC. 436. (a)(1) None of the funds made available by a State water pollution control
reversing fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C.
1381 et seq.) or made available by a drinking water treatment reversing loan fund as authorized
by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project
for the construction, alteration, maintenance, or repair of a public water system or treatment
works unless all of the iron and steel products used in the project are produced in the United
States.

(2) In this section, the term "iron and steel products" means the following products made
primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal
castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced
precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator
of the Environmental Protection Agency (in this section referred to as the "Administrator")
finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably
available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of
the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator
shall make available to the public on an informal basis a copy of the request and information
available to the Administrator concerning the request, and shall allow for informal public input
on the request for at least 15 days prior to making a finding based on the request. The
Administrator shall make the request and accompanying information available by electronic
means, including on the official public Internet Web site of the Environmental Protection
Agency.

(d) This section shall be applied in a manner consistent with United States obligations under
international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for
the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in
subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the
engineering plans and specifications for the project, in that agency’s capacity to approve such
plans and specifications prior to a project requesting bids, prior to the date of the enactment of
this Act."
CERTIFICATION BY THE OWNER
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
enacted on 1/17/2014

(To be completed by the duly authorized Public Water System representative
and provided to Drinking Water Program at the Pre-Construction Meeting)

We, the Owner (Public Water System) named, ________________________, having
obtained a loan from the State of Maine Drinking Water State Revolving Fund (DWSRF), to
fund the Project named ________________________, and identified as
Project # __________ hereby submit to the Drinking Water Program, certification from each
contractor working on the Project that the use of American Iron and Steel in the construction of
the Project complies with the law, or that a waiver has been obtained from the U.S.
Environmental Protection Agency.

Signature of Official       Printed name       Date

Attachment: Certification by Owner
CERTIFICATION BY CONTRACTOR
OF COMPLIANCE WITH THE
USE OF AMERICAN IRON AND STEEL LAW
enacted on 1/17/2014

We, the Prime Contractor and Subcontractors, as named below, hereby certify that the use of American iron and steel in the construction of the Project named ____________________________, also identified as Project # ______________ complies with the Use of American Iron and Steel Law, or that a waiver been obtained from the U.S. Environmental Protection Agency.

Prime Contractor Name: ______________________________________________________

Signature of Official ___________________________ Printed name ___________________________ Date ________________

Subcontractor Name: ______________________________________________________

Signature of Official ___________________________ Date ________________
Sample Step Manufacturer Certification

(Documentation must be provided on company letterhead)

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Manufacturer Certification for
Project Name

I, _______________________ (company representative), certify that the ____________
(melting, bending, coating, galvanizing, cutting, etc.) process for ________________
(manufacturing or fabricating) the following products and/or materials shipped or provided for
the project is in full compliance with the American Iron and Steel requirement as mandated in
EPA’s State Revolving Fund Programs.

Item, Products and/or Materials:

1. _______________________

2. _______________________

3. _______________________

Such process took place at the following location: ______________________ (address)

If any of the above compliance statements change while providing material to this project we
will immediately notify the prime contractor and the engineer.

_________________________  ______________________  ________________
Company representative  Signature  Date
HEAVY CONSTRUCTION PROJECTS including Water and Sewer Lines

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the 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 $10.15 (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 2016. 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.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/08/2016</td>
</tr>
</tbody>
</table>

* ELEC0567-005 09/01/2015

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30.53</td>
<td>15.27</td>
</tr>
</tbody>
</table>

LAB00976-004 12/01/2013

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19.71</td>
<td>16.42</td>
</tr>
</tbody>
</table>

SUME2011-013 03/16/2011

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$18.00</td>
<td>1.94</td>
</tr>
<tr>
<td>$17.29</td>
<td>2.51</td>
</tr>
<tr>
<td>$20.00</td>
<td>0.00</td>
</tr>
<tr>
<td>$16.93</td>
<td>1.91</td>
</tr>
<tr>
<td>$13.56</td>
<td>1.99</td>
</tr>
<tr>
<td>$15.00</td>
<td>0.59</td>
</tr>
<tr>
<td>$14.42</td>
<td>2.38</td>
</tr>
</tbody>
</table>
LABORER: Flagger .................... $ 12.43 0.95
LABORER: Wheelman .................. $ 18.74 2.86
OPERATOR: Asphalt Paver ............ $ 18.16 2.30
OPERATOR: Asphalt Roller ............ $ 15.70 1.62
OPERATOR: Backhoe ................... $ 22.22 6.48
OPERATOR: Bulldozer .................. $ 20.43 6.13
OPERATOR: Crane ....................... $ 22.60 9.29
OPERATOR: Drill ....................... $ 17.09 3.79
OPERATOR: Excavator ................. $ 19.88 5.06
OPERATOR: Loader ..................... $ 16.93 3.51
OPERATOR: Mechanic ................. $ 24.35 6.66
OPERATOR: Roller ..................... $ 15.99 6.31
TRUCK DRIVER: Low Bed Truck ....... $ 16.43 3.07
TRUCK DRIVER ....................... $ 14.67 2.04

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

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: SULASA2012-007 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
ATTACHMENT 5

Revised Plan Sheets

- Sheet 14: Plan and Profile – Wythburn Road
- Sheet 16: Plan and Profile – Wythburn Road
- Sheet 19: Plan and Profile – Wythburn Road
- Sheet 20A (new to set): Plan and Profile Wythburn Road
- Sheet 21: Plan and Profile – Wythburn Road
- Sheet 54: Plan and Profile – Mardale Avenue
- Sheet 62: Plan and Profile – Herford Avenue
  - Sheet 64: Plan and Profile-Thirlmere
ATTACHMENT 6

Pre-Bid Attendance Sheet
<table>
<thead>
<tr>
<th>Company Name &amp; Address</th>
<th>Contact Name &amp; E-mail</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Justin Johnson - Crooker Construction</td>
<td><a href="mailto:justin@crooker.com">justin@crooker.com</a></td>
<td>207-841-2909</td>
</tr>
<tr>
<td>Bob Brady – Shaw Brothers</td>
<td><a href="mailto:bbrady@shawbrothers.com">bbrady@shawbrothers.com</a></td>
<td>893-2552</td>
</tr>
<tr>
<td>George Conly – R.J. Grondon &amp; Sons</td>
<td><a href="mailto:estimators@grondinconstruction.com">estimators@grondinconstruction.com</a></td>
<td>854-1147</td>
</tr>
<tr>
<td>Bill Green – Ferguson Waterworks</td>
<td><a href="mailto:bill.green@ferguson.com">bill.green@ferguson.com</a></td>
<td>245-4059</td>
</tr>
<tr>
<td>Mike McKinley – Gorham Sand &amp; Gravel, Inc.</td>
<td><a href="mailto:mikem@gsgravel.com">mikem@gsgravel.com</a></td>
<td>839-2442</td>
</tr>
<tr>
<td>William Terry – EJP</td>
<td><a href="mailto:William.terry@ejprescott.com">William.terry@ejprescott.com</a></td>
<td>735-7724</td>
</tr>
<tr>
<td>Rob Owens – Peters Construction, Inc.</td>
<td><a href="mailto:rowens@petersconst.com">rowens@petersconst.com</a></td>
<td>929-8912</td>
</tr>
<tr>
<td>Mike Kane – Sebago Technics, Inc.</td>
<td><a href="mailto:mikekane@maine.rr.com">mikekane@maine.rr.com</a></td>
<td>329-4602</td>
</tr>
<tr>
<td>Doug Howard – City of South Portland Public Works</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Paul Ostrowski – Sebago Technics, Inc.</td>
<td><a href="mailto:postrowski@sebagotechnics.com">postrowski@sebagotechnics.com</a></td>
<td>200-2088</td>
</tr>
<tr>
<td>Jayson Haskell – Sebago Technics, Inc.</td>
<td><a href="mailto:jhaskell@sebagotechnics.com">jhaskell@sebagotechnics.com</a></td>
<td>200-2065</td>
</tr>
<tr>
<td>Andrew Ward – Pratt &amp; Sons</td>
<td><a href="mailto:art@prattandsons.net">art@prattandsons.net</a></td>
<td>345-3311</td>
</tr>
<tr>
<td>Company Name &amp; Address</td>
<td>Contact Name &amp; E-mail</td>
<td>Telephone</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>---------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Lindsay Dearborn – Dearborn Construction</td>
<td><a href="mailto:ldearborn@dearbornconstruction.com">ldearborn@dearbornconstruction.com</a></td>
<td>929-8812</td>
</tr>
<tr>
<td>Mike Hanley – Sargent Corp.</td>
<td><a href="mailto:dpreble@sargent-corp.com">dpreble@sargent-corp.com</a></td>
<td>827-4435</td>
</tr>
<tr>
<td>Ned Pierce – Portland Water District</td>
<td><a href="mailto:npierce@pwd.org">npierce@pwd.org</a></td>
<td>523-5233</td>
</tr>
<tr>
<td>J. Arnold – PWD</td>
<td><a href="mailto:jarnold@pwd.org">jarnold@pwd.org</a></td>
<td></td>
</tr>
<tr>
<td>Steve Piela – Glidden Excavating &amp; Paving</td>
<td><a href="mailto:steve@gliddenpaving.com">steve@gliddenpaving.com</a></td>
<td>856-9990</td>
</tr>
</tbody>
</table>