

**Contract Documents**  
**for**  
**Wescott, Maple & Prospect Streets**  
**Water & Sewer Replacement Project**

**for the**  
**Town of Limerick, Maine**

**Dirigo Engineering**  
**2 Dirigo Drive**  
**Fairfield, Maine 04937**  
**(207) 453-2401**



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Project #23604

#23604

**February 16, 2023**

**Addendum No. 3**

**Wescott, Maple & Prospect Streets Water & Sewer Replacement  
Town of Limerick**

**The following changes are made to the Contract Documents:**

**The Unit for Bid Item #12, 1" CTS PE Service Pipe, should be Linear Feet. Cross out EA on your bid form and write in LF.**

**End of Addendum No. 3**

**Please send an e-mail to "[angela@dirigoeng.com](mailto:angela@dirigoeng.com)" that includes your company name and a statement indicating you have received Addendum #3 for the specified project.**

#23604

**February 14, 2023**

**Addendum No. 2**

**Wescott, Maple & Prospect Streets Water & Sewer Replacement  
Town of Limerick**

**The following changes are made to the Contract Documents:**

**The watermain pipe for this work shall be 8-inch Diameter HDPE, PE 4710, Ductile Iron Pipe  
Size, DR 11, 200 PSI.**

**End of Addendum No. 2**

**Please send an e-mail to "[angela@dirigoeng.com](mailto:angela@dirigoeng.com)" that includes your company name  
and a statement indicating you have received Addendum #1 for the specified project.**

**February 3, 2023**

**Addendum No. 1**

**Wescott, Maple & Prospect Streets Water & Sewer Replacement  
Town of Limerick**

**The following changes are made to the Contract Documents**

**Advertisement for Bids:**

1. The Bid Date is changed to February 16, 2023 at 2:00pm
2. The estimated number of water services is 36

**Instruction to Bidders Article 3:**

1. Strike out paragraph 3.01

**Bid Form Article 3:**

1. 3.02 - Please use the updated Bid Form when submitting your bid.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	\$	\$
2	8-inch diameter PVC Sewer	LF	1,080	\$	\$
3	6-inch diameter PVC Sewer Services	LF	600	\$	\$
4	Internal Sewer Plumbing Changes Allowance	LS	1	\$40,000.00	\$40,000.00
5	4' Diameter Manholes	EA	6	\$	\$
6	Core Existing Manhole	EA	1	\$	
7	8" HDPE Water Main	LF	3,300	\$	\$
8	8" Diameter Gate Valve	EA	8	\$	\$
9	Hydrant Assembly	EA	7	\$	\$
10	1" Corporation	EA	36	\$	\$
11	1" Curb Stop, Box & Rod	EA	36	\$	\$
12	1" CTS PE Service Pipe	EA	800	\$	\$
13	Test Pits	EA	6	\$	\$
14	Pavement	Ton	700	\$	\$
15	Bituminous Curb	LF	250	\$	\$
16	Ledge Excavation	CY	10	\$	\$
Total of All Unit Price Bid Items					\$

2. 3.03 Supplemental Unit Price: change the unit price of base gravel to \$40 per yard and the unit price of crushed stone to \$50 per yard

#### **Bid Item Descriptions**

1. Item 4 – Internal Plumbing Changes Allowance

This item includes all labor, materials and equipment required to furnish and install new internal plumbing in 8 residences that currently have sewer services exiting the rear of the building.

Measurement and payment shall be on a time and materials basis. Contractor shall submit time and material backup for their own crews of subcontractors performing the work. Contractor will be allowed a 15% markup over actual cost of work completed.

#### **End of Addendum No. 1**

**Please send an e-mail to “[angela@dirigoeng.com](mailto:angela@dirigoeng.com)” that includes your company name and a statement indicating you have received Addendum #1 for the specified project.**

## ADVERTISEMENT FOR BIDS

**Town of Limerick, Maine  
Secretary to the Board of Selectmen  
55 Washington St.  
Limerick, Maine 04048**

BIDS for the construction of the **Wescott, Maple & Prospect Streets Water & Sewer Replacement Project** will be received by the **Town of Limerick at their Office at 55 Washington Street, Limerick, Maine 04048** until **2:00pm on February 16, 2023.** Bids will be opened and read aloud at that time.

The work under this contract is generally described as: **Installation and testing of 1,060 linear feet of 8-inch sewer main with 6 concrete manholes and 20 6-inch diameter sewer services and 3,300 linear feet of 6-inch and 8-inch diameter water main with 36 water services, valves and hydrants.**

Owner anticipates that the Project's total bid price will be approximately **\$1,300,000**. The Project has an expected duration of **180** days.

The CONTRACT DOCUMENTS may be examined at the following locations:

- Associated General Contractors of Maine, 188 Whitten Rd., Augusta, ME 04332
- Construction Summary of Maine, 734 Chestnut St., Manchester, NH 03104
- Dirigo Engineering, 2 Dirigo Drive, Fairfield, ME 04937

Copies of the CONTRACT DOCUMENTS may be obtained at the office of **Dirigo Engineering located at 2 Dirigo Drive, Fairfield, Maine 04937**. For electronic set of plans and specifications there will be a charge of **\$25.00**. For paper copies there will be a charge of **\$100.00** for each set plus an additional **\$10.00** for postage and handling.

Each Bid shall be accompanied by a bid security in the amount of 5% of the Total Bid Price as outlined in the Instructions to Bidders. The Owner reserves the right to waive any informalities or to reject any or all bids. No Bidder may withdraw his bid within **60** days after the actual date of the opening thereof.

### **Davis-Bacon and Related Acts**

#### **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 amount 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 special notice of the Guidance for use of Disadvantaged Business Enterprise 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 be 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 requirement for Bidders and CONTRACTORS under this Order are located in the DWSRF Supplemental General Conditions.

#### **Disclaimer/Agency Not a Party**

This contract is expected to be funded in whole or in part by the Community Development Block Grant (CDBG) administered by the Department of Economic Development (DECD) and the State Revolving

- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents ~~Website or~~ Issuing Office. Owner and Engineer are not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 ~~To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [5] days of Owner's request, Bidder must submit the following information:~~
- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- C. ~~Bidder's state or other contractor license number, if applicable.~~
- D. ~~Subcontractor and Supplier qualification information.~~

- E. ~~Other required information regarding qualifications.~~
- 3.02 ~~Prospective Bidders must submit required information regarding their qualifications by [insert deadline for prequalification submittals]. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~
- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- C. ~~Prospective Bidder's state or other contractor license number, if applicable.~~
- D. ~~Subcontractor and Supplier qualification information.~~
- E. ~~Other required information regarding qualifications.~~

**Deleted**

- 3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will not be conducted for this Project.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any



# BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

This Bid is submitted to: **[Town of Limerick, Maine]**

- 1.01 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- ~~F. Required Bidder Qualification Statement with supporting data; and~~
- ~~G. [List other documents and edit above as pertinent].~~
- ~~G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);~~
- H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
- ~~I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.~~
- J. [List other documents and edit above as pertinent].
- K. Certification of Contractor Regarding Equal Employment Opportunity (For prime contracts exceeding \$100,000)
- L. Certification of Contractor Regarding Segregated Facilities (For prime contracts exceeding \$100,000)
- M. Section 3 Affirmative Action Plan (For prime contracts exceeding \$100,000)
- N. Contractor's DBE/Subcontractor Utilization Form

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

### 3.01 ~~Lump Sum Bids Deleted~~

### 3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	\$	\$
2	8-inch diameter PVC Sewer	LF	1,080	\$	\$
3	6-inch diameter PVC Sewer Services	LF	600	\$	\$
4	Internal Sewer Plumbing Changes Allowance	LS	1	\$40,000.00	\$40,000.00
5	4' Diameter Manholes	EA	6	\$	\$
6	Core Existing Manhole	EA	1	\$	\$
7	8" HDPE Water Main	LF	3,300	\$	\$
8	8" Diameter Gate Valve	EA	8	\$	\$
9	Hydrant Assembly	EA	7	\$	\$
10	1" Corporation	EA	36	\$	\$
11	1" Curb Stop, Box & Rod	EA	36	\$	\$
12	1" CTS PE Service Pipe	EA	800	\$	\$
13	Test Pits	EA	6	\$	\$
14	Pavement	Ton	700	\$	\$
15	Bituminous Curb	LF	250	\$	\$
16	Ledge Excavation	CY	10	\$	\$
Total of All Unit Price Bid Items					\$

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. The Bidder agrees that the following Supplemental Unit Prices shall be the basis of payment to Bidder for certain additional work that may be required and that is authorized in writing by the Engineer per Section 02150.

### 3.03 Supplemental Unit Price

A. Bidder agrees that the following Supplemental Unit Prices shall be the basis of payment to Bidder for certain additional work that may be required and that is authorized in writing by the Engineer per Section 02150.

B.

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Excavation	CY	15.00
Disposal	CY	10.00
Base Gravel	CY	40.00
Crushed Stone	CY	50.00

**~~ARTICLE 4—BASIS OF BID—COST PLUS FEE-DELETED~~**

**~~ARTICLE 5—PRICE PLUS TIME BID- DELETED~~**

**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 agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

**Deleted**

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

**Deleted**

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

**7.01 *Bid Acceptance Period***

A. 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.

**7.02 *Instructions to Bidders***

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**7.03 *Receipt of Addenda***

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

## ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

### 8.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including but not limited to all American Iron and Steel requirements and Davis Bacon wage requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. 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.
  - c. 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.
  - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
(typed or printed name of organization)

By:

\_\_\_\_\_  
(individual's signature)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Date:

\_\_\_\_\_  
(typed or printed)

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

\_\_\_\_\_  
(individual's signature)

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Date:

\_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contact:

Name:

\_\_\_\_\_  
(typed or printed)

Title:

\_\_\_\_\_  
(typed or printed)

Phone:

Email:

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bidder's Contractor License No.: (if applicable)

\_\_\_\_\_

SECTION 01151  
BID ITEM DESCRIPTIONS

01151.01     GENERAL

This section supplements Section 01150 and contains a description of the respective items listed in the BID SCHEDULE. If a conflict exists between this section and any Technical Specification (Divisions 2-16) the Technical Specifications shall take precedence over this section.

Each unit or lump sum price stated in the BID SCHEDULE shall constitute full compensation, as herein specified, for each item of the work completed.

**Definition** – For the purpose of this specification section “**site work**” is defined as: layout, coordination with all utilities, traffic control, erosion control, site preparation, pavement cutting, excavation, shoring, dewatering, bedding material, backfilling, compaction, geotechnical and/or compaction testing, surface grading, gravel surface restoration where applicable, paving, loam and seed surface restoration where applicable, cleanup, site restoration including reinstallation and resetting of any structures or vegetation disturbed during construction, and compliance with all applicable environmental permit conditions and related regulations.

01151.02     BID ITEM DESCRIPTIONS

Item 1 – Mobilization

This item includes all labor, materials and equipment required to mobilize all equipment, materials, and resources to the project site upon project start-up. This includes all signage (including project sign), safety equipment, machinery, etc. This also includes all labor, materials and equipment required to demobilize at the completion of the project. This includes removal of equipment, safety devices, signage, etc. This item also includes all traffic dust and erosion control needed during the project.

This item also includes bonding, insurance, obtaining necessary permits and approvals, layout and staking of work, coordination with The Town of Limerick, DECD, local utilities and local municipalities. This item shall also include temporary power, when required.

Payment for this item shall be at the lump sum price agreed upon in the bid schedule. Partial Payments shall be as follows:

Mobilization	60%
Demobilization	40% at completion of project

## Item 2 – 8” PVC Sewer Main

This item includes all labor, materials and equipment required to furnish and install the 8” PVC sewer as described in the contract documents. This includes: site work, clay dams, trench relief drains, filter fabric over stone, cutting and capping old mains, temporary piping, pipe, fittings, couplings, installation, testing, and flushing.

Measurement shall be in linear feet, to the nearest whole foot, along the slope of the pipe from the inside edge of manholes.

Payment shall be at the unit price in the bid schedule. Partial payments shall be according to the following schedule:

Installation, Backfill & Surface Restoration	75%
Successful Testing	25%

## Item 3 – 6” PVC Sewer Services

This item includes all labor, materials and equipment required to furnish and install the 6” PVC sewer pipe. This includes: site work, pipe, filter fabric over stone, fittings, couplings, and installation. This pipe is to be used for individual house sanitary services. The extent of the service work is as shown in the contract documents or as directed by the Owner. Testing of services is **not** required.

Measurement shall be per foot of pipe installed to the nearest whole foot from the centerline of the new sewer main to the service connection.

Payment shall be at the unit price in the bid schedule.

## Item 4 – Internal Plumbing Changes Allowance

This item includes all labor, materials and equipment required to furnish and install new internal plumbing in 8 residences that currently have sewer services exiting the rear of the building.

Measurement and payment shall be on a time and materials basis. Contractor shall submit time and material backup for their own crews of subcontractors performing the work. Contractor will be allowed a 15% markup over actual cost of work completed.

## Item 5 – 4’ Diameter Manholes

This item includes all labor, materials and equipment required to furnish and install 4’ diameter manholes as described in the contract documents. This includes: site work, manhole sections, installation, pipe connections, inverts, steps, frame, cover, sealing,



**Contract Documents**  
**for the**  
**Wescott, Maple & Prospect Streets**  
**Water & Sewer Replacement Project**  
**for the**  
**Town of Limerick, Maine**



A handwritten signature in black ink that reads "Ricky S. Pershken".

**Prepared By**  
**Dirigo Engineering**  
**2 Dirigo Drive**  
**Fairfield, Maine 04937**  
**(207) 453-2401**

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## ADVERTISEMENT FOR BIDS

**Town of Limerick, Maine  
Secretary to the Board of Selectmen  
55 Washington St.  
Limerick, Maine 04048**

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Owner anticipates that the Project's total bid price will be approximately **\$1,300,000**. The Project has an expected duration of **180** days.

The CONTRACT DOCUMENTS may be examined at the following locations:

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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 amount 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 special notice of the Guidance for use of Disadvantaged Business Enterprise 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 be 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 requirement for Bidders and CONTRACTORS under this Order are located in the DWSRF Supplemental General Conditions.

#### **Disclaimer/Agency Not a Party**

This contract is expected to be funded in whole or in part by the Community Development Block Grant (CDBG) administered by the Department of Economic Development (DECD) and the State Revolving

Loan Fund administered by the Maine Drinking Water Program, DHHS. This Contract contains requirements from all of these funding agencies. Neither the DECD or DHHS nor any of their departments, agencies, or employees is or will be a party to this contract. The word “agency” in the contract documents refers to these funding agencies. Neither the State of Maine nor any of its departments, agencies, or employees is or will be a party to this Contract. **Award of any Contract will be contingent upon final financial agreements between the Owner, Department of Economic Development, Department of Health and Human Services and Maine Municipal Bond Bank.**

**Federal Requirements**

The Contractor must comply with the Department of Labor Regulations relating to Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented by 29 CFR part 3, Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by 29 CFR part 5, Occupational Safety and Health Standards (OSHA) (29 CFR part 1910).

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), and Executive Order 11738, the Safe Drinking Water Act 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 (Attachment D). All (if any) permits, restrictions and conditions are attached and made part of the Contract Documents including submittal of pre-award certifications regarding lobbying.

**Davis-Bacon and Related Acts**

“The contractor must comply with Davis-Bacon (DB) and Davis-Bacon Related Acts (DBRA) as stated in the Contract Documents. All laborers and mechanics employed by the contractor and subcontractors on this project shall not be paid less than the prevailing wage rates contained in the wage determination published in the bidding documents. Any laborers and mechanics not listed in the wage determination shall be paid at least as much as the lowest wage rate for other similar trade classifications already contained in the wage determination published in the bidding documents.

**American Iron and Steel**

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. 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.

**The following waivers apply to this Contract:**

*De Minimis,*  
Minor Components,  
Pig iron and direct reduced iron

**Town of Limerick, Maine  
55 Washington St.  
Limerick, Maine 04048  
January 11, 2023**



# INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 ~~Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.~~

**Deleted**

- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents ~~Website or~~ Issuing Office. Owner and Engineer are not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 ~~To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within [5] days of Owner's request, Bidder must submit the following information:~~
- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- C. ~~Bidder's state or other contractor license number, if applicable.~~
- D. ~~Subcontractor and Supplier qualification information.~~

- E. ~~Other required information regarding qualifications.~~
- 3.02 ~~Prospective Bidders must submit required information regarding their qualifications by [insert deadline for prequalification submittals]. Owner will review the submitted information to determine which contractors are qualified to bid on the Work. Owner will issue an Addendum listing those contractors that Owner has determined to be qualified to construct the project. Bids will only be accepted from listed contractors. The information that each prospective Bidder must submit to seek prequalification includes the following:~~
- A. ~~Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- B. ~~A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- C. ~~Prospective Bidder's state or other contractor license number, if applicable.~~
- D. ~~Subcontractor and Supplier qualification information.~~
- E. ~~Other required information regarding qualifications.~~

**Deleted**

- 3.03 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.
- 3.04 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.05 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A pre-bid conference will not be conducted for this Project.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any



additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

## 5.02 Existing Site Conditions

### A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. ~~Geotechnical Baseline Report/Geotechnical Data Report: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).~~
  - a. ~~As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.~~
  - b. ~~The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.~~
  - c. ~~Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means,~~

~~methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.~~

~~d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.~~

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

1. **Sewer report and videos**

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. If a pre-bid conference is held, a Site visit will be part of the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.
- C. ~~A Site visit is scheduled for [designate, date, time and location]. Maps to the Site will be made available upon request.~~

**Deleted**

- D. Bidders visiting the Site are required to arrange their own transportation to the Site.
- E. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: **[Tony Carroll Chairman., (207) 929-0258]**. Bidder must conduct the required Site visit during normal working hours.

- F. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- G. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- H. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- I. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

## **ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows: **[Rick Pershken, Dirigo Engineering – [rick@dirigoeng.com](mailto:rick@dirigoeng.com)]**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5 percent** of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents. **Bid security must be at least 5% of the Bidder's maximum Bid price.**
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

## ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 ~~Bidder must set forth in the Bid the time by which Bidder must achieve Substantial Completion, subject to the restrictions established in Paragraph 13.07 of these Instructions. The Owner will~~

~~take Bidder's time commitment regarding Substantial Completion into consideration during the evaluation of Bids, and it will be necessary for the apparent Successful Bidder to satisfy Owner that it will be able to achieve Substantial Completion within the time such Bidder has designated in the Bid. [If applicable include the following: Bidder must also set forth in the Bid its commitments regarding the achievement of Milestones and readiness for final payment.] The Successful Bidder's time commitments will be entered into the Agreement or incorporated in the Agreement by reference to the specific terms of the Bid.~~

**Deleted**

- 9.03 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

**ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS**

- 10.01 ~~The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.~~

**Deleted**

- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. Each such request shall include the Manufacturer's Certification for Compliance with AIS. Refer to the Manufacturer's Certification form provided in these construction Contract Documents. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner. Substitutes and “or-equal” materials and equipment may be proposed by Contractor in accordance with Paragraphs 7.05 and 7.06 of the General Conditions after the Effective Date of the Contract. Each such request shall include Manufacturer's Certification letter to document compliance with AIS requirements of Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

## **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 ~~A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.~~

### **Deleted**

- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:

#### **A. [Paving, Materials Suppliers].**

- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.05 – The Contractor shall not award work to Subcontractor(s) in excess of the limits stated in SC 7.07A.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version

of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

#### **ARTICLE 13—BASIS OF BID**

- 13.01 *Lump Sum - Deleted*
- 13.02 *Base Bid with Alternates - Deleted*
- 13.03 *Sectional Bids - Deleted*
- 13.04 *Cost-Plus-Fee Bids - Deleted*

#### 13.05 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

#### 13.06 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

#### 13.07 *Price-Plus-Time Bids - Deleted*

- A.

### **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.



## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
  - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
- C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
- D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- ~~E. For the determination of the apparent low Bidder when cost plus fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.~~

#### **Deleted**

- ~~F. Bid prices will be compared after adjusting for differences in time of Substantial Completion (total number of calendar days to substantially complete the Work) designated by Bidders. The adjusting amount will be determined at the rate set forth in the Agreement for liquidated damages for failing to achieve Substantial Completion, or such other amount that Owner has designated in the Bid Form.~~
  - ~~1. The method for calculating the lowest bid for comparison will be the summation of the Bid price shown in the Bid Form plus the product of the Bidder specified time of Substantial Completion in calendar days times the rate for liquidated damages [or other Owner designated daily rate] in dollars per day.~~
  - ~~2. This procedure is only used to determine the lowest bid for comparison and contractor selection purposes. The Contract Price for compensation and payment purposes remains the Bid price shown in the Bid Form.~~

#### **Deleted**

- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

#### **ARTICLE 19—BID PROTEST**

- 19.01 All protests arising from the Owner's procurement practices must be submitted to the Owner as soon as practical. The Owner will investigate the basis for the protest, seek the advice of legal counsel, document all meetings and actions, and attempt to resolve the protest promptly and equitably.

#### **ARTICLE 20—BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 20.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 21—SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. ~~Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.~~ The Owner or Engineer will coordinate a Contract Signing and Pre-Construction Conference following the issuance of the Notice of Award. The Successful Bidder must provide Bonds and Insurance documents prior to the Contract Signing. Contracts shall be signed by the Owner and Successful Bidder at this meeting. Within 7 days Owner will provide Contractor the printed and electronic copies of the fully executed Contract Documents.

#### **ARTICLE 22—SALES AND USE TAXES**

- 22.01 Owner is exempt from [Maine] state sales and use taxes on materials and equipment to be incorporated in the Work. (Exemption No. [E81598]). Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 23—CONTRACTS TO BE ASSIGNED**      N/A

#### **ARTICLE 24—AGENCY NOT A PARTY**

- 24.01 This contract is expected to be funded in whole or in part by the **[Department of Economic Development (DECD)] and the Maine Drinking Water Program (DHHS)**. Neither the **[DECD]** or the **DHHS** nor any of its departments, agencies, or employees is or will be a party to this contract. The word “agency” in the contract documents refers to all funding agencies involved.

#### **ARTICLE 25—FEDERAL REQUIREMENTS**

- 25.02 The contractor must comply with all Federal requirements included herein.

#### **ARTICLE 26—AMERICAN IRON AND STEEL**

- 26.03 The contractor shall comply with the use of American Iron and Steel in accordance with public law 113-76, section 436. The law and its requirements and guidance, including certification forms, can be found in the SRF supplementary conditions.

#### **ARTICLE 27—WAGE RATE REQUIREMENTS**

- 26.02 All laborers and mechanics employed or working upon the construction site of the project shall be paid not less than the prevailing State minimum wage rate regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.
- 26.03 Davis-Bacon and Related Acts are a requirement of this contract. The contractor must comply with Davis-Bacon (DB) and Davis-Bacon Related Acts (DBRA). All laborers and mechanics employed by the contractor and subcontractors on this project shall not be paid less than the prevailing wage rates contained in the wage determination published in these bidding documents. All laborers and mechanics not listed in the wage determination but employed by the contractor and subcontractors on this project shall be paid at least as much as the lowest wage rate for other similar trade classifications already contained in the wage determination published in these bidding documents. A form 1444 submission will be required to obtain additional employee rate classifications, after contract award. No allowances or extra considerations on behalf of any contractor or subcontractor will be permitted subsequently by reason of error or oversight on account of Department of Labor wage determinations. The contractor and subcontractors shall pay all employees weekly. The contractor and subcontractors shall submit weekly certified payrolls to the owner or designated representative, including a payroll summary with signed certification form WH-347. Detailed information and forms can be found in the Supplementary Conditions.

## **ARTICLE 28—NONDISCRIMINATION IN EMPLOYMENT**

- 28.01 Contracts for work under this proposal will obligate the CONTRACTORS and the SUBCONTRACTORS not to discriminate in employment practices.
- 28.02 Bidder must submit with their 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.
- 28.03 Bidder 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.
- 28.04 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 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.

## **ARTICLE 29—SRF DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

- 29.01 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 websites: EPA Office of Small and Disadvantaged Business Utilization (OSDBU), State of Maine Department of Transportation (DOT), and United States Small Business Administration (SBA).

The Contractor must maintain all records documenting its compliance with the requirements of this part, including documenting 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' (**Included in SRF Supplementary Conditions**) 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 DWP Form 6100-3, 'DBE Program Subcontractor Performance Form' (**Included in SRF Supplementary Conditions**). 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.

(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.

Additional information and forms may be found in the SRF Supplementary Conditions.

## **ARTICLE 30—SUSPENSION AND DEBARMENT**

- 30.01 The eligibility of successful bidder will be verified through the federal government's Excluded Parties List System prior to Maine Department of Environmental Protection approval of the contract award. Furthermore, by entering into the contract, the contractor shall certify that no part of the contract shall be subcontracted to a Debarred or Suspended person or firm. Detailed information may be found in the DWSRF Supplementary Conditions.

## **ARTICLE 31—RESTRICTIONS ON LOBBYING**

- 31.01 The successful bidder must submit certification regarding Lobbying (EPA form 6600-06) to the Owner prior to contract award. If applicable, the contractor shall also complete and submit the Disclosure of Lobbying Activities form (EPA Standard Form LLL) to the Owner prior to contract award. Detailed information and forms can be found in the DWSRF Supplementary Conditions.

## **ARTICLE 32—MANUFACTURER'S EXPERIENCE**

- 32.01 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.

## **ARTICLE 33—SAFETY AND HEALTH REGULATIONS**

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

# BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

This Bid is submitted to: *[Town of Limerick, Maine]*

- 1.01 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - ~~F. Required Bidder Qualification Statement with supporting data; and~~
  - ~~G. [List other documents and edit above as pertinent].~~
  - ~~G. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplementary Conditions of the Construction Contract (EJCDC C-800);~~
  - H. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
  - ~~I. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q Exhibit A-1, Certification for Contracts, Grants, and Loans.~~
  - J. [List other documents and edit above as pertinent].
  - K. Certification of Contractor Regarding Equal Employment Opportunity (For prime contracts exceeding \$100,000)
  - L. Certification of Contractor Regarding Segregated Facilities (For prime contracts exceeding \$100,000)
  - M. Section 3 Affirmative Action Plan (For prime contracts exceeding \$100,000)
  - N. Contractor's DBE/Subcontractor Utilization Form



### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

#### 3.01 ~~Lump Sum Bids Deleted~~

#### 3.02 Unit Price Bids

A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	\$ 304,087.80	\$ 304,087.80
2	8-inch diameter PVC Sewer	LF	1,080	\$ 116.24	\$ 125,539.20
3	6-inch diameter PVC Sewer Services	LF	600	\$ 132.73	\$ 79,638.00
4	Internal Sewer Plumbing Changes Allowance	LS	1	\$40,000.00	\$40,000.00
5	4' Diameter Manholes	EA	6	\$ 6,836.00	\$ 41,016.00
6	Core Existing Manhole	EA	1	\$ 1,807.00	\$ 1,807.00
7	8" HDPE Water Main	LF	3,300	\$ 120.61	\$ 398,013.00
8	8" Diameter Gate Valve	EA	8	\$ 3,945.01	\$ 31,560.08
9	Hydrant Assembly	EA	7	\$ 9,539.82	\$ 66,778.74
10	1" Corporation	EA	36	\$ 1,080.41	\$ 38,894.76
11	1" Curb Stop, Box & Rod	EA	36	\$ 887.24	\$ 31,940.64
12	1" CTS PE Service Pipe	LF	800	\$ 101.04	\$ 80,832.00
13	Test Pits	EA	6	\$ 500.00	\$ 3,000.00
14	Pavement	Ton	700	\$ 165.00	\$ 115,500.00
15	Bituminous Curb	LF	250	\$ 32.76	\$ 8,190.00
16	Ledge Excavation	CY	10	\$ 607.00	\$ 6,070.00
Total of All Unit Price Bid Items					\$ 1,372,867.22

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
3. The Bidder agrees that the following Supplemental Unit Prices shall be the basis of payment to Bidder for certain additional work that may be required and that is authorized in writing by the Engineer per Section 02150.

#### 3.03 Supplemental Unit Price

A. Bidder agrees that the following Supplemental Unit Prices shall be the basis of payment to Bidder for certain additional work that may be required and that is authorized in writing by the Engineer per Section 02150.

B.

<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>
Excavation	CY	15.00
Disposal	CY	10.00
Base Gravel	CY	40.00
Crushed Stone	CY	50.00

**~~ARTICLE 4—BASIS OF BID—COST PLUS FEE DELETED~~**

**~~ARTICLE 5—PRICE PLUS TIME BID DELETED~~**

**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 agrees that the Work will be substantially complete on or before [Bidder inserts date], and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before [Bidder inserts date].~~

**Deleted**

6.03 ~~Bidder agrees that the Work will be substantially complete within [Bidder inserts number] calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within [Bidder inserts number] calendar days after the date when the Contract Times commence to run.~~

**Deleted**

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

**7.01 Bid Acceptance Period**

A. 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.

**7.02 Instructions to Bidders**

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**7.03 Receipt of Addenda**

A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>
1	2/3/2023
2	2/14/2023
3	2/16/2023

## **ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

### **8.01 Bidder’s Representations**

#### **A. In submitting this Bid, Bidder represents the following:**

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, **including but not limited to all American Iron and Steel requirements and Davis Bacon wage requirements.**
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies

between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

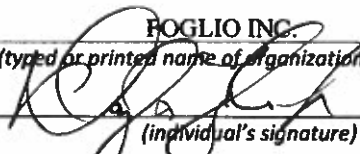
**8.02 Bidder's Certifications**

**A. The Bidder certifies the following:**

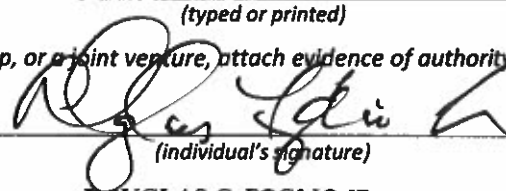
1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. 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.
  - c. 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.
  - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

FOGLIO INC.  
(typed or printed name of organization)  
By:   
(individual's signature)  
Name: DOUGLAS C. FOGLIO JR.  
(typed or printed)  
Title: VICE PRESIDENT  
(typed or printed)  
Date: FEBRUARY 16, 2023  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:   
(individual's signature)  
Name: DOUGLAS C. FOGLIO JR.  
(typed or printed)  
Title: VICE PRESIDENT  
(typed or printed)  
Date: FEBRUARY 16, 2023  
(typed or printed)

Address for giving notices:

P.O. Box 308  
Waterboro, ME 04087

Bidder's Contact:

Name: JUSTIN FOGLIO  
(typed or printed)  
Title: ESTIMATOR  
(typed or printed)  
Phone: (207) 247-4186  
Email: justinf@foglioinc.com  
Address: P.O. Box 308  
Waterboro, ME 04087

Bidder's Contractor License No.: (if applicable) \_\_\_\_\_

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

David C. Erickson, Lisa H. Erickson, Todd Darby Erickson, Tracey L. Thibault

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

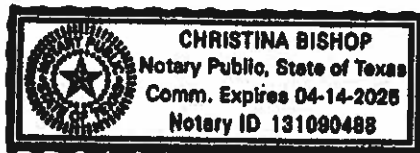


**GREAT MIDWEST INSURANCE COMPANY**

BY Mark W. Haushill  
Mark W. Haushill  
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 2<sup>nd</sup> Day of February, 2023.



BY Leslie K. Shaunty  
Leslie K. Shaunty  
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**SECTION 00410  
BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Foglio, Inc.  
P.O. Box 308  
Waterboro, ME 04087

**SURETY (Name and Address of Principal Place of Business):**

Great Midwest Insurance Company  
800 Gessner, Suite 600  
Houston, TX 77024

**OWNER (Name and Address):**

Town of Limerick  
55 Washington Street  
Limerick, ME 04048

**BID**

Bid Due Date: 02/09/2023

Project (Brief Description Including Location):

Wescott-Maple & Prospect Streets Water & Sewer Replacement in Limerick, ME

**BOND**

Bond Number: GM 218969

Date (Not later than Bid due date): 02/09/2023

Penal sum Five Percent of Amount Bid

(Words)

5%

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

Foglio, Inc. \_\_\_\_\_ (Seal)  
Bidder's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

**SURETY**

Great Midwest Insurance Company \_\_\_\_\_ (Seal)  
Surety's Name and Corporate Seal

By: \_\_\_\_\_  
Signature and Title Attorney-in-Fact  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title Attorney-in-Fact

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or an extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**END OF SECTION**



**FOGLIO, INC.**  
**ACTION TAKEN BY UNANIMOUS WRITTEN CONSENT**  
**OF THE SOLE SHAREHOLDER WITHOUT MEETING**

Pursuant to 13C M.R.S.A. §704 and §822, the undersigned, being the Sole Director and Sole Shareholder of the above-named corporation, hereby consents to the taking of, and hereby takes, the following actions to serve as an Annual Meeting of the Shareholders and Directors, in the form of the following votes and resolutions, the effective date of which shall be August 14, 2015.

**RESOLVED AND VOTED:** That the acts of the Officers since the last Annual Meeting of the Sole Shareholder are hereby ratified and confirmed.

**FURTHER VOTED:** That the following persons be, and hereby are, elected to serve as Officers until their successors are chosen and have qualified, or until their earlier resignation or removal from office:

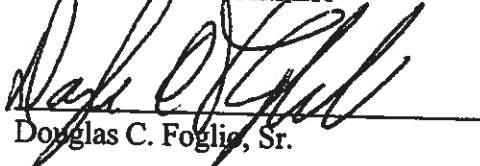
President:	Douglas C. Foglio, Sr.
Vice President:	Douglas C. Foglio, Jr.
Vice President:	Dwayne A. Foglio
Treasurer:	Douglas C. Foglio, Sr.

**FURTHER VOTED:** That Douglas C. Foglio, Sr., as President; Douglas C. Foglio, Jr., as Vice President; and Dwayne A. Foglio, as Vice President, are authorized individually to execute on behalf of the corporation any and all bid documents, bid bonds, and contracts for jobs to be performed by the corporation that they, or each of them individually, may deem to be in the best interests and benefit for Foglio, Inc.

**FURTHER VOTED:** That the Clerk of the corporation for the ensuing year shall be Thomas G. Leahy.

Dated effective August 14, 2015.

SOLE SHAREHOLDER

  
Douglas C. Foglio, Sr.



**FOGLIO INC.**  
**Highway Const./Sitework/Residential**  
**P.O. Box 308**  
**Waterboro, ME 04087**

## **PROPOSED SUBCONTRACTORS LIST**

**FOR PROJECT:**  
**WESCOTT, MAPLE, & PROSPECT STREETS**  
**WATER & SEWER REPLACEMENT PROJECT**

*The following proposed subcontractor list is subject to change prior to commencement of work:*

- First Call Utility Locating – Bellingham, MA
  - Underground utility locator
- Four Corners Express, Inc. – Dayton, ME
  - Flagging
- General Concrete Cutting – Sabattus, ME
  - Concrete foundation & manhole coring
- Tripp's Tree Service – Hollis, ME
  - Tree removal
- Dayton Sand & Gravel – Dayton, ME
  - Paving & asphalt curb
- Macdonald Plumbing & Heating – Lyman, ME
  - Internal sewer plumbing changes



**FOGLIO INC.**  
**Highway Const./Sitework/Residential**  
**P.O. Box 308**  
**Waterboro, ME 04087**

## **PROPOSED SUPPLIERS LIST**

**FOR PROJECT:**  
**WESCOTT, MAPLE, & PROSPECT STREETS**  
**WATER & SEWER REPLACEMENT PROJECT**

*The following proposed suppliers list is subject to change prior to commencement of work:*

- Core & Main – Westbrook, ME
  - Pipe, fittings, cast iron frames & grates
- Genest Precast – Sanford, ME
  - Precast concrete manholes, thrust blocks, manhole adjustment rings
- Carroll Materials – Limerick, ME
  - Flowable fill, concrete backfill

# U.S. DEPARTMENT OF AGRICULTURE

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

FOGLIO INC.

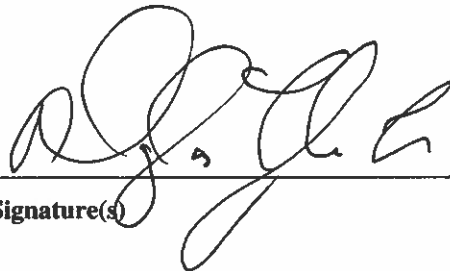
Organization Name

WESCOTT, MAPLE, & PROSPECT STREETS WATER &  
SEWER REPLACEMENT PROJECT

PR/Award Number or Project Name

DOUGLAS C. FOGLIO JR., VICE PRESIDENT

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

2/16/2023

Date



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY  
(For Prime Contracts Exceeding \$100,000)**

**INSTRUCTIONS**

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

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

**CERTIFICATION BY BIDDER**

Name and address of bidder

FOGLIO INC.  
978 MAIN ST.  
WATERBORO, ME. 04087

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.  
☐ Yes ☒ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.  
☐ Yes ☒ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
☐ Yes ☒ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?  
☐ Yes ☒ No

DOUGLAS C. FOGLIO JR. VICE PRESIDENT  
Name and Title of Authorized Representative (print or type)

  
Signature of Authorized Representative

2/16/2023  
Date



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF CONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Prime Contracts Exceeding \$100,000)**

**Name of Prime Contractor:** FOGLIO INC.

**Project Name and Number:** WESCOTT, MAPLE, & PROSPECT STREETS WATER & SEWER REPLACEMENT  
PROJECT - PROJECT #23604

**The undersigned hereby certifies that:**

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

DOUGLAS C. FOGLIO JR., VICE PRESIDENT  
**Name and Title of Authorized Representative (print or type)**

  
**Signature of Authorized Representative**

2/16/2023  
**Date**



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SECTION 3 AFFIRMATIVE ACTION PLAN**

**(Prime Contractor)  
[For Projects that exceed \$200,000]**

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

- A.** To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B.** To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
  - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Participants in HLJD Youthbuild Programs, and
  - (iii) Other Section 3 Residents.
- C.** To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D.** To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$200,000, and to require all bidders on subcontracts over \$200,000 to submit a Section 3 Affirmative Action Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E.** To ensure that subcontracts over \$200,000 which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F.** To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.

- G.** To notify Section 3 residents and Section 3 business concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
- (i) Section 3 business concerns that provide economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Applicants selected to carry out HUD Youthbuild projects;
  - (iii) Other Section 3 business concerns.
- H.** To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
- I.** To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
- J.** To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
- K.** To submit reports to DECD and HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
- L.** To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
- M.** To document utilization of Section 3 Employees on the covered project by having existing employees, and new employees, (including those of all subcontractors) from the Section 3 Area, complete the Section 3 Income Worksheet as provided by DECD
- N.** To complete a Section 3 Utilization Report and submit said report to DECD, or their designee prior to final payment for the covered project; This report will list all Section 3 Employees documented on the Section 3 Income Worksheets and be in the format provided by DECD.
- O.** To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

#### CONTRACTOR CERTIFICATION

G As officers and representative of: FOGLIO INC.  
(Name of Contractor)

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

DOUGLAS C. FOGGIO JR., VICE PRESIDENT  
Name and Title of the Authorized Representative (print or type)

[Signature]  
Signature of Authorized Representative

2/16/2023  
Date





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## CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

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

**Telephone:** (207)247-4186 **Ext.**       

**Fax:** (207)247-6910

**E-mail: [JUSTINF@FOGLIOINC.COM](mailto:JUSTINF@FOGLIOINC.COM)**

**BID PRICE: \$ 1,366,040.86**

**PROJECT #** 23604

**TOTAL ANTICIPATED DBE 0 % PARTICIPATION FOR THIS SUBMISSION**

W B E•	D B E•	Non DBE	Firm Name	Item Number & Description of Work	Quantity	Cost per Unit/Item	Actual \$ Value
<div>Subcontractor Total &gt;</div> <div>DBE Total &gt;</div>							

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

**Equal Opportunity Use:**

Form received:    /    /    Verified by: \_\_\_\_\_

cc: ☐ Contracts ☐ Other

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

## **FEDERAL REQUIREMENTS**

### **1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

### **2. REHABILITATION ACT OF 1973**

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

### **3. SECTION 202 OF EXECUTIVE ORDER 11246**

#### **A. Activities and contracts not subject to Section 202**

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

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

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
2. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. Contractors shall incorporate foregoing requirements in all subcontracts.

**B. Activities and contracts subject to Section 202**

**Applicable to Federally assisted construction contracts and related subcontracts exceeding \$10,000.**

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

1. (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.  
  
(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.  
  
(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.  
  
(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.  
  
(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.  
  
(f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules,

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

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

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

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

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

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

- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and- applicants for employment.
- (d) The contractor will comply with all provisions of Executive, Order 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into -such litigation to protect the interests of the United States.

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

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

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

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

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

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

**5. THE AGE DISCRIMINATION ACT OF 1975**

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

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

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

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

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

### **Section 3 Clause:**

- a. The work to be performed under this contracts subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education assistance Act (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of sections 3 and 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with sec 7(b).

## 8. LABOR STANDARDS

- A. Davis-Bacon Act as amended (40 U.S.C 276a - 276a-5.) All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.
- B. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the



contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards.

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

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

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

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

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

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

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

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

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

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

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

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

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

**15. MINORITY BUSINESS ENTERPRISES**

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

**16. CDBG CERTIFICATION**

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

**17. SECTION 319 OF PUBLIC LAW 101-121**

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

## **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**

### **A. Lead-Based Paint Hazards**

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

### **B. Use of Explosives**

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

### **C. Danger Signals and Safely Devices**

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

**Federal Labor Standards Provisions**  
**U.S. Department of Housing and Urban Development**

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**Applicability**

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

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than

weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt

and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the

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

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

contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own

records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

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

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

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

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

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

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

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually

registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the age determination for the work performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the



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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an

apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the

same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

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

#### C. Health and Safety

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

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

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

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



DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CONTRACT INFORMATION REPORTING FORM**

COMMUNITY: Limerick, Maine

GRANT YEAR & TYPE: 2022 PI

PROJECT NAME & NUMBER: Wescott, Maple and Prospect Streets Water & Sewer Replacement Project

FEDERAL WAGE DECISION NUMBER (S): ME20210033

DATE CONTRACT SIGNED: \_\_\_\_\_ DATE BIDS OPENED \_\_\_\_\_

TOTAL CONTRACT AMOUNT: \$ \_\_\_\_\_ CDBG AMOUNT: \$ \_\_\_\_\_

MINORITY CONTRACTOR: ☐ Yes ☐ No SECTION 3 BUSINESS: ☐ Yes ☐ No

FEMALE CONTRACTOR: ☐ Yes ☐ No SERVICE DISABLED VETERAN OWNED  
SMALL BUSINESS: ☐ Yes ☐ No

NAME & ADDRESS OF PRIME CONTRACTOR:

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Employer (IRS) Number \_\_\_\_\_

ATTACH PROOF THAT THE CONTRACTOR LISTED ABOVE IS NOT ON THE FEDERAL  
DEBARRED LIST - Refer to: [www.sam.gov](http://www.sam.gov)

**\*\* IMPORTANT NOTICE \*\***

**This form must be submitted for each prime contract within 7 days of contract signing:**

**SUBMIT TO:**

Terry Ann Holden, Labor Standards Compliance Officer  
Office of Community Development  
111 Sewall Street, 3<sup>rd</sup> Floor, 59 State House Station  
Augusta, Maine 04333  
Phone: (207) 624-9814 Fax Copies: (207) 287-8070  
E-mail: [terryann.holden@maine.gov](mailto:terryann.holden@maine.gov)



## **EXCLUDED PARTIES LISTING SYSTEM (EPLS) ON SAM**

### **CONTRACTOR ELIGIBILITY VERIFICATION**

**Project Name:** Wescott, Maple and Prospect Streets Water & Sewer Replacement Project

**Name of Prime Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**NOT LISTED on SAM:** \_\_\_\_\_

**LISTED on SAM No Exclusions:** \_\_\_\_\_

**LISTED on SAM with Exclusions:** \_\_\_\_\_

**Actions taken if Exclusions listed:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**On-Line access at:** [www.sam.gov](http://www.sam.gov)

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## Programs or Activities Receiving Federal Financial Assistance

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



## MAINE CDBG PROGRAM SECTION 3 CERTIFICATION FORM

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. **Your response is voluntary, confidential, and has no effect on your employment.**

### Eligibility for Section 3 Worker or Targeted Section 3 Worker Status

A Section 3 worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that the person is a Section 3 worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

**Instructions:** Enter/select the appropriate information to confirm your Section 3 worker or Targeted Section 3 Worker status.

**Employee Name:** \_\_\_\_\_

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)?

☐ YES ☐ NO

2. Are you a resident of the Town of Limerick? ☐ YES ☐ NO

3. In the field below, select the amount of individual income you believe you earn on an annual basis.

30%	50%	80%	Above 80%
____ Below 19,250	____ 19,251 - 32,100	____ 32,101 – 51,350	____ Above 51,350

#### Employee Affirmation

I affirm that the above statements are true, complete, and correct to the best of my knowledge and belief. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Employee Address: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date Hired: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### FOR ADMINISTRATIVE USE ONLY

Is the employee a Section 3 worker based upon their self-certification? **YES NO**

Is the employee a Targeted Section 3 worker based upon their self-certification? **YES NO**

Was this an applicant who was hired as a result of the Section 3 project? **YES NO**

If Yes, what is the name of the company? \_\_\_\_\_

**EMPLOYERS MUST RETAIN THIS FORM IN THEIR SECTION 3 COMPLIANCE FILE FOR FIVE YEARS.**



DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SECTION 3 UTILIZATION REPORT**

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

**A. SECTION 3 EMPLOYEE INFORMATION**

Name of CDBG Grantee: \_\_\_\_\_

Name of Project: \_\_\_\_\_

CDBG Project Number: \_\_\_\_\_ Wage Decision Number: \_\_\_\_\_

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

Number of Section 3 Employees Utilized on Project by Subcontractors: \_\_\_\_\_

Total Number of Section 3 Employees Utilized on Project: \_\_\_\_\_

**B. CERTIFICATION OF PRIME CONTRACTOR**

As officer and representative of: \_\_\_\_\_

Name of Prime Contractor

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

1. Determine if there has been Section 3 participation in the construction project.
  - a. If you hire new employees who reside in the county where the construction is taking place to work on the CDBG project, have them complete the one page Section 3 Income Worksheet and return it to you. Compare the Worksheet to the Section 3 Income Schedule provided you at the pre-construction conference to determine if they are Section 3 eligible.
  - b. Distribute copies of the Section 3 Income Worksheet to all subcontractors you engage for the project. Instruct them to have any new employees they hire who reside in the county where the construction is taking place complete the worksheet and have the subcontractors return the forms to you. Compare as in (a.), above to determine Section 3 eligibility.
2. Retain all Section 3 Income Worksheets with your project records.
3. Complete (A) Section 3 Employee Information area of the report.
  - a. Enter name of the community where the project is located.
  - b. Enter project name.
  - c. Enter CDBG Project Number & Federal Wage Decision Number. (located in wage decision documents)
  - d. Enter number of Section 3 Employees you utilized on project.
  - e. Enter number of Section 3 Employees utilized by subcontractors on project
  - f. Enter total number (d + e) of Section 3 Employees utilized on project
4. Complete (B) Certification by Prime Contractor area of Report
  - a. List your name, address and telephone number of your company.
  - b. Print or type name and title of authorized company representative.
  - c. Have authorized representative sign and date Report.

**IMPORTANT REMINDER!**

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

## **SECTION 00425**

### **BONDING & INSURANCE REQUIREMENTS**

Included in this Sections:

) *State of Maine CDBG Program Bonding and Insurance Provisions*



Office of Community Development  
59 Statehouse Station  
Augusta, Maine 04333

## **POLICY STATEMENT #4**

**Subject:**     ***Bonding and Insurance Requirements for CDBG Funded Contracts***

**Revised:**    **04/12**

The following outlines the minimum requirements to be followed when purchasing supplies, equipment, construction, and/or professional services paid in whole or in part with Community Development Block Grant (CDBG) funds.

You may use your municipality's procurement procedures provided that the State of Maine and/or the Department of Housing and Urban Development have made a written determination that the governments' interest is adequately protected, or you may adopt the requirements described below. If appropriate, you may supplement your procedures to improve existing systems. To ensure fair procurement practices, a written policy identifying the procedures must be available for review by all potential bidders and the OCD.

### **PERSONAL BONDING**

Community officials who are authorized to process CDBG funds, including signing checks, **must be bonded.**

### **BID BOND**

For contracts which exceed \$100,000, including the practice of "block bidding" housing rehabilitation projects, a bid guarantee from each bidder equivalent to five percent of the bid price is required. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of their bid, execute such contractual documents as may be required within the time specified.

### **CONTRACT BOND**

For contracts which exceed \$100,000, including the practice of "block bidding" housing rehabilitation projects, there must be prior to signing of the contract, a **performance bond** on the part of the contractor for 100 percent of the contract price. The "performance bond" is executed in connection with the contract to secure fulfillment of all of the contractor's obligations under the contract. There must also be, prior to signing of the contract, a **payment bond** on the part of the contractor for 100 percent of the contract price. The "payment bond" is executed in connection with the contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

## **INSURANCE**

Communities undertaking construction projects with CDBG funds, including housing rehabilitation activities, must ensure that construction contractors purchase and maintain insurance until final acceptance of their work. The community must have evidence of this insurance at the time of executing any contract/agreement with the contractor or assisting in the execution of any contract/agreement between a contractor and homeowner. The insurance policy must have the following attributes:

- \* It must protect the contractor, the community and the owner from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract, whether such operation is by the contractor or any employee, **The amount of the insurance must be at least:**

### **Construction contracts other than housing rehabilitation:**

- \$1,000,000 for any one person and for each accident in cases of liability for bodily injury and/or accidental death; and

-\$1,000,000 for any and all accidents in cases of liability for property damage.

### **Housing rehabilitation contracts:**

-\$100,000 for bodily injury to anyone, and not less than \$300,000 for each occurrence

-\$50,000 per occurrence and \$100,000 aggregate for property damage

-\$100,000 for any one person and \$300,000 per occurrence for vehicular liability

The contractor must also maintain the following types of insurance:

- \* Full worker compensation insurance coverage for all persons employed by the contractor to perform work on the project. The insurance must be in compliance with State of Maine requirements.
- \* Bodily injury and contractor's protective property damage (broad form), each including coverage for blasting explosion, and injury to, or destruction of wires, pipes, conduits and similar property, appurtenant apparatus, whether public or private and collapse of, or structural injury to, any building or structure, except those on which work under the contract is performed.
- \* Bodily injury and property damage insurance covering the operation of all motor vehicles and equipment being operated in connection with project work, whether or not owned by the contractor.
- \* Contractual liability insurance as described earlier.
- \* Owner's protective liability insurance issued to the owner at the expense of the contractor.
- \* Fire insurance included with all property damage insurance in an amount equal to the total bid price of all structures subject to fire damage.

\* Builders' "All Risk" insurance equal to or greater than the total amount.

**All policies must designate the loss payee as the community and require that the community be notified in the event of any changes to the insurance policies. Contractors shall indemnify and hold harmless the U.S. Government, the State of Maine, the Owner and the grantee from liability for any injury or damage to persons or property resulting from the prosecution of work under a construction contract.**

Please remember that if a bid goes out for eight (8) or more rehab or sewer hookup projects at one time, and one contractor is awarded 8 or more of these projects, Federal Labor Standards will apply. This will be true even if contracts are technically between the homeowner and contractor.

## BID BOND (PENAL SUM FORM)

<b>Bidder</b> Name: <b>[Full formal name of Bidder]</b> Address <i>(principal place of business)</i> : <b>[Address of Bidder's principal place of business]</b>	<b>Surety</b> Name: <b>[Full formal name of Surety]</b> Address <i>(principal place of business)</i> : <b>[Address of Surety's principal place of business]</b>
<b>Owner</b> Name: <b>[Full formal name of Owner]</b> Address <i>(principal place of business)</i> : <b>[Address of Owner's principal place of business]</b>	<b>Bid</b> Project <i>(name and location)</i> : <b>[Owner project/contract name, and location of the project]</b>  Bid Due Date: <b>[Enter date bid is due]</b>
<b>Bond</b> Penal Sum: <b>[Amount]</b> Date of Bond: <b>[Date]</b>	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

## NOTICE OF AWARD

Date of Issuance: March 27, 2023  
Owner: Town of Limerick, Maine Owner's Project No.:  
Engineer: Dirigo Engineering Engineer's Project No.: 23604  
Project: Wescott, Maple & Prospect Streets Water & Sewer Replacement Project  
Contract Name: Wescott, Maple & Prospect Streets Water & Sewer Replacement Project  
Bidder: Foglio, Inc.  
Bidder's Address: PO Box 308 Waterboro, Maine 04087

You are notified that Owner has accepted your Bid dated **02/6/23** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Installation and testing of 1,060 linear feet of 8-inch sewer main with 6 concrete manholes and 20 6-inch diameter sewer services and 3,300 linear feet of 6-inch and 8-inch diameter water main with 36 water services, valves and hydrants.**

The Contract Price of the awarded Contract is **\$1,372,867.22**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. Drawings will be delivered separately from the other Contract Documents.

A contract signing has been scheduled for 1PM on April 12 at the Limerick Town Office.

Please provide the following in advance of or at the meeting:

1. Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
2. Other conditions precedent (if any): **Corporate Seal for sealing contracts.**

Contracts will be executed at the contract signing and Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Town of Limerick, Maine**  
By (signature): Katherine Proctor  
Name (printed): Katherine Proctor  
Title: Selectboard Chair  
Copy: Engineer

# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **[Town of Limerick, Maine]** (“Owner”) and **[Foglio, Inc.]** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **[Replacement of water and sewer mains and services]**

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **[Wescott, Maple & Prospect Streets Water & Sewer Replacement Project]**

## ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **[Dirigo Engineering]** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **[Dirigo Engineering]**.

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### ~~4.02 *Contract Times: Dates*~~

- ~~A. The Work will be substantially complete on or before **[date]**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **[date]**.~~

### 4.03 *Contract Times: Days*

- A. The Work will be substantially complete within **[180]** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[210]** days after the date when the Contract Times commence to run. Contract time will not commence to run until materials can be obtained. Owner will allow for suspension of Contract Time for winter shutdown. Owner will also consider suspension of Contract Times to allow for some aspects of work, such as site work, to be completed prior to other major equipment delivery.

#### 4.04 ~~Milestones~~

A. ~~Parts of the Work must be substantially completed on or before the following Milestone(s):~~

- ~~1. Milestone 1 [event & date/days]~~
- ~~2. Milestone 2 [event & date/days]~~
- ~~3. Milestone 3 [event & date/days]~~

#### 4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$[1,000] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$[500] for each day that expires after such time until the Work is completed and ready for final payment.
- ~~3. *Milestones:* Contractor shall pay Owner \$[number] for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

C. ~~*Bonus:* Contractor and Owner further recognize the Owner will realize financial and other benefits if the Work is completed prior to the time specified for Substantial Completion. Accordingly, Owner and Contractor agree that as a bonus for early completion, Owner shall pay Contractor \$[number] for each day prior to the time specified above for Substantial Completion (as duly adjusted pursuant to the Contract) that the Work is substantially complete. The maximum value of the bonus will be limited to \$[number].~~

**Deleted**

#### 4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

#### **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. ~~For all Work other than Unit Price Work, a lump sum of \$[number].~~  
~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~
- B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Mobilization/Demobilization	LS	1	\$304,087.80	\$304,087.80
2	8-inch diameter PVC Sewer	LF	1,080	\$116.24	\$125,539.20
3	6-inch diameter PVC Sewer Services	LF	600	\$132.73	\$79,638.00
4	Internal Sewer Plumbing Changes Allowance	LS	1	\$40,000.00	\$40,000.00
5	4' Diameter Manholes	EA	6	\$6,836.00	\$41,016.00
6	Core Existing Manhole	EA	1	\$1,807.00	\$1,807.00
7	8" HDPE Water Main	LF	3,300	\$120.61	\$398,013.00
8	8" Diameter Gate Valve	EA	8	\$3,945.01	\$31,560.08
9	Hydrant Assembly	EA	7	\$9,539.82	\$66,778.74
10	1" Corporation	EA	36	\$1,080.41	\$38,894.76
11	1" Curb Stop, Box & Rod	EA	36	\$887.24	\$31,940.64
12	1" CTS PE Service Pipe	EA	800	\$101.04	\$80,832.00
13	Test Pits	EA	6	\$500.00	\$3,000.00
14	Pavement	Ton	700	\$165.00	\$115,500.00
15	Bituminous Curb	LF	250	\$32.76	\$8,190.00
16	Ledge Excavation	CY	10	\$607.00	\$6,070.00
Total of All Unit Price Bid Items					\$1,372,867.22

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

~~C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) \$[number].~~

~~D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.~~

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. ~~[number]~~95 percent of the value of the Work completed (with the balance being retainage).

- 1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

**Deleted**

- b. ~~[number]~~95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **[100]** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **[200]** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **12 percent** per annum.

### **ARTICLE 7—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
  - a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.

5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **[6]** sheets with each sheet bearing the following general title: **[Wescott, Maple & Prospect Streets Water and Sewer Replacement Project]**.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers **[1]** to **[4]**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
  - a. **[list exhibits]**
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
  - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.



5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor 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 Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract 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.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **April 12, 2023** (which is the Effective Date of the Contract).

Owner: Town of Limerick, Maine

Contractor: Foglio, Inc.

By: Katherine Proctor  
(individual's signature)  
Date: 04/12/23  
(date signed)  
Name: Katherine Proctor  
(typed or printed)  
Title: Limerick Selectboard Chair  
(typed or printed)  
Attest: [Signature]  
(individual's signature)  
Title: Proctor Mgr.  
(typed or printed)  
Address for giving notices:  
55 Washington Street  
Limerick, ME 04048

Designated Representative:  
Name: Katherine Proctor  
(typed or printed)  
Title: Limerick Selectboard Chair  
(typed or printed)  
Address:  
55 Washington St.  
Limerick ME 04048

Phone: 793-2166  
Email: selectboardadmin@limerickme.org  
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

By: [Signature]  
(individual's signature)  
Date: 4/12/23  
(date signed)  
Name: Douglas Foglio Jr  
(typed or printed)  
Title: Vice President  
(typed or printed)  
(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)  
Attest: [Signature]  
(individual's signature)  
Title: Proctor Mgr.  
(typed or printed)  
Address for giving notices:  
PO Box 308  
Waterboro, ME 04087

Designated Representative:  
Name: DOUG FOGLIO  
(typed or printed)  
Title: VICE PRESIDENT  
(typed or printed)  
Address:  
PO Box 308  
WATERBORO, ME 04087

Phone: 247-6910  
Email: dougjr@foglioinc.com  
License No.: \_\_\_\_\_  
(where applicable)  
State: \_\_\_\_\_

## NOTICE TO PROCEED

Owner: Town of Limerick, Maine Owner's Project No.: \_\_\_\_\_  
Engineer: Dirigo Engineering Engineer's Project No.: 23604  
Contractor: Foglio, Inc. Contractor's Project No.: \_\_\_\_\_  
Project: Wescott, Maple & Prospect Streets Water & Sewer Replacement Project  
Contract Name: Wescott, Maple & Prospect Streets Water & Sewer Replacement Project  
Effective Date of Contract: April 12, 2023

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on April 24, 2023 pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is October 21, 2023  
and the date by which readiness for final payment must be achieved is November 30, 2023

Before starting any Work at the Site, Contractor must comply with the following:

### Provide Temporary Construction Signs

Owner: Town of Limerick, Maine  
By (signature): Katherine Prator  
Name (printed): Katherine Prator  
Title: Limerick Selectboard Chair  
Date Issued: 04/12/23  
Copy: Engineer

## PERFORMANCE BOND

CONTRACTOR (name and address):

Foglio, Inc.  
P.O. Box 308  
Waterboro, ME 04087

SURETY (name and address of principal place of business):

Great Midwest Insurance Company  
800 Gessner, Suite 600  
Houston, TX 77024

OWNER (name and address):

Town of Limerick  
55 Washington Street  
Limerick, ME 04048

### CONSTRUCTION CONTRACT

Effective Date of the Agreement

04/12/2023

Amount: \$1,372,876

Description (name and location): Wescott-Maple & Prospect Streets Water & Sewer Replacements in Limerick, ME

### BOND

Bond Number: GM 225628

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 04/12/2023

Amount: \$1,372,867

Modifications to this Bond Form: ☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Foglio, Inc (seal)

Contractor's Name and Corporate Seal

By: [Signature]

Signature

Douglas Foglio Jr.

Print Name

Vice Pres

Title

Attest: [Signature]

Signature

Vice Pres

Title

### SURETY

Great Midwest Insurance Company (seal)

Surety's Name and Corporate Seal

By: [Signature]

Signature (attach power of attorney)

Todd Darby Erickson

Print Name

Attorney-in-Fact

Title

Attest: [Signature]

Signature

Attorney-in-Fact

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

## PAYMENT BOND

CONTRACTOR (name and address):

Foglio, Inc.  
P.O. Box 308  
Waterboro, ME 04087

SURETY (name and address of principal place of business):

Great Midwest Insurance Company  
800 Gessner, Suite 600  
Houston, TX 77024

OWNER (name and address):

Town of Limerick  
55 Washington Street  
Limerick, ME 04048

### CONSTRUCTION CONTRACT

Effective Date of the Agreement:

04/12/2023

Amount: \$1,372,867

Description (name and location): Wescott-Maple & Prospect Streets Water & Sewer Replacements in  
Limerick, ME  
BOND

Bond Number: GM 225628

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): 04/12/2023

Amount: \$1,372,867

Modifications to this Bond Form: ☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

Foglio, Inc. (seal)

Contractor's Name and Corporate Seal

By: [Signature]

Signature

Douglas Foglio Jr.  
Print Name

Vice Pres

Title

Attest: [Signature]

Signature

Vice Pres  
Title

### SURETY

Great Midwest Insurance Company (seal)

Surety's Name and Corporate Seal

By: [Signature]

Signature (attach power of attorney)

Todd Darby Erickson  
Print Name

Attorney-in-Fact

Title

Attest: [Signature]

Signature

Attorney-in-Fact  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

**POWER OF ATTORNEY**  
**Great Midwest Insurance Company**

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

David C. Erickson, Lisa H. Erickson, Todd Darby Erickson, Tracey L. Thibault

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1<sup>st</sup> day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

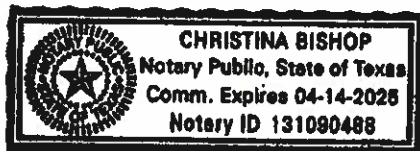


**GREAT MIDWEST INSURANCE COMPANY**

BY Mark W. Haushill  
Mark W. Haushill  
President

**ACKNOWLEDGEMENT**

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY Christina Bishop  
Christina Bishop  
Notary Public

**CERTIFICATE**

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 12th Day of April, 2023.



BY Leslie K. Shaunty  
Leslie K. Shaunty  
Secretary

**"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kasprzak Insurance 787 Sokokis Trail PO Box 23 No. Waterboro ME 04061		<b>CONTACT NAME:</b> Marina Salang-White <b>PHONE (A/C, No, Ext):</b> (207) 247-4959 <b>FAX (A/C, No):</b> (207) 247-3007 <b>E-MAIL ADDRESS:</b> marina@kasprzakinsurance.com	
<b>INSURED</b> Foglio Inc.; Douglas Foglio Sr.; Waterboro Sand & Gravel; Foglio Land Development Co LLC PO Box 308 Waterboro ME 04087		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Firemen's Ins Co of Washington DC <b>INSURER B:</b> Acadia Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 21784 31325	

**COVERAGES**

CERTIFICATE NUMBER: CL226366875

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA0016907-37	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CAA1001141-37	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			CUA0016942-37	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A		WPA0016906-37	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Limerick  
55 Washington Street  
Limerick, ME 04048

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen Kasprzak

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## COMMENTS/REMARKS

Town of Limerick is named as Additional Insured for General Liability and Automobile Liability.

\*\* The endorsement amending the General Liability and Automobile Liability policy coverage forms includes several additional insureds automatically. The endorsement states that additional insured status is only provided if there is a written contract or agreement between the parties requiring the status.

## COMMENTS/REMARKS

TO CERTIFICATE HOLDER AND NAMED INSURED:

KASPRZAK INSURANCE DISCLAIMER:

This certificate of insurance is issued in accordance with the named insured's insurance policy provisions at the time this certificate is issued. Kasprzak Insurance does not guarantee that the terms, conditions, policy provisions, and/or cancellation notice provisions meet your contract's insurance requirements.

## **CONDITIONS OF CONTRACT**

Standard General Conditions	00700
Supplementary Conditions	00800
Davis Bacon Wage Requirements	00820

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
  - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.



43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2—PRELIMINARY MATTERS**

### **2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance***

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and
  - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

## ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  - 2. Abnormal weather conditions;
  - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.



- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

## 5.02 *Use of Site and Other Areas*

### A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
  2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
  - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
  4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary, issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

#### 5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special



conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 6—BONDS AND INSURANCE**

### **6.01    *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

#### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

#### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;



- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
  - 3) has a proven record of performance and availability of responsive service; and
  - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
  - a. will certify that the proposed substitute item will:
    - 1) perform adequately the functions and achieve the results called for by the general design;
    - 2) be similar in substance to the item specified; and
    - 3) be suited to the same use as the item specified.
  - b. will state:
    - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
    - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
    - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
  2. *Samples*
    - a. Contractor shall submit the number of Samples required in the Specifications.
    - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
  3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will



document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

**7.17 Contractor's General Warranty and Guarantee**

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

**7.18 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

**7.19 Delegation of Professional Design Services**

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01    *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02    *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03    *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04    *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.



E. Engineer's authority as to Applications for Payment is set forth in Article 15.

**10.05 *Determinations for Unit Price Work***

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

**10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work***

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

**10.07 *Limitations on Engineer's Authority and Responsibilities***

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

**10.08 *Compliance with Safety Program***

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
  4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
  5. Other costs consisting of the following:
    - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
    - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are



consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
    - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
      - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
      - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
  - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**14.07 Owner May Correct Defective Work**

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 Progress Payments**

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

*C. Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.



4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

**D. *Payment Becomes Due***

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

**E. *Reductions in Payment by Owner***

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

##### A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The



provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **18.02 *Computation of Times***

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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# **SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT**

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## **ARTICLE 1—DEFINITIONS AND TERMINOLOGY**

**SC-1.01.A.8 – Add the following at the end of the Paragraph:**

**The Change Order form to be used on this Project is EJCDC C-941 (2018). Agency approval is required before Change Orders are effective.**

**SC-1.01.A.30 – Add the following at the end of the Paragraph:**

**For the purposes of Rural Development, this term is synonymous with the term "applicant" as defined in 7 CFR 1780.7 (a) (1), (2) and (3) and is an entity receiving financial assistance from the federal programs.**

**SC-1.01.A.50 – Add the following at the end of the Paragraph:**

**The Work Change Directive form to be used on this Project is EJCDC C-940 (2018). Agency approval is required before a Work Change Directive is issued.**

**SC-1.01.A.51 – Add the following new paragraph immediately after Paragraph 1.01.A.50:**

**51.Agency - The Project is financed in whole or in part by Department of Economic Development (DECD) through a Community Development Block Grant (CDBG) and the Maine Drinking Water Program. Any reference to Agency shall mean the DECD and DHHS Drinking Water Program. Neither funding agency is a party to this Contract though, just the administrators of the project funding.**

**SC-1.01.A.52 – Add the following new paragraph with the title "American Iron and Steel Definitions" immediately after Paragraph 1.01.A.51:**

**52.a American Iron and Steel(AIS)** - Requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for “iron and steel products,” meaning the following products, if 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. AIS requirements apply in each of the several states, the District of Columbia, and each federally recognized Tribe, but not the U.S. Territories.

**52.b Coating** - A covering that is applied to the surface of an object. If a Coating is applied to the external surface of a domestic iron or Steel component, and the application takes place outside of the United States, said product would be considered a compliant product under the AIS requirements. Any Coating processes that are applied to the external surface of Iron and Steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the Coating processes occur, provided that final assembly of the product occurs in the United States. This exemption only applies to Coatings on the *external surface* of Iron and Steel components. It does not apply to Coatings or linings on internal surfaces of Iron and Steel products, such as the lining of lined pipes. All Manufacturing Processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

**52.c Construction Materials** - Those articles, materials, or supplies made primarily of iron and/or steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. Note: Mechanical and electrical components, equipment and systems are not considered Construction Materials. See definitions of Mechanical Equipment and Electrical Equipment.

**52.d Contractor’s Certification** - Documentation submitted by the Contractor upon Substantial Completion of the Contract that all Iron and Steel products installed were Produced in the United States.

**52.e De Minimis** - Various miscellaneous, incidental low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. Examples of *De Minimis* components could include small washers, screws, fasteners (such as “off the shelf” nuts and bolts), miscellaneous wire, corner bead, ancillary tube, signage, trash bins, door hardware etc. Costs for such *De Minimis* components cumulatively may comprise no more than a total of five percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed one percent of the total cost of the materials used in and incorporated into a project.

**52.f *Electrical Equipment*** - Typically any machine powered by electricity and includes components that are part of the electrical distribution system. AIS does not apply to Electrical Equipment.

**52.g *Engineer's Certification*** - Documentation submitted by the Engineer that Drawings, Specifications, and Bidding Documents comply with AIS.

**52.h *Iron and Steel products*** - 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. Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be Produced in the United States. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. iron or steel.

**52.i *Manufacturer*** - A Supplier, fabricator, distributor, materialman, or vendor is an entity with which the Owner, Contractor or any subcontractor has contracted to furnish materials or equipment to be incorporated in the project by the Owner, Contractor or a subcontractor.

**52.j *Manufacturer's Certification*** - Documentation provided by the Manufacturer stating that the Iron and Steel products to be used in the project are produced in the United States in accordance with American Iron and Steel (AIS) Requirements. If items are purchased via a Supplier, distributor, vendor, etc. from the Manufacturer directly, then the Supplier, distributor, vendor, etc. will be responsible for obtaining and providing these certifications to the parties purchasing the products.

**52.k *Manufacturing Processes*** - Processes such as melting, refining, pouring, forming, rolling, drawing, finishing, and fabricating. Further, if a domestic Iron and Steel product is taken out of the United States for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a Coating are similarly not covered. Non-iron or Steel components of an Iron and Steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-Iron and Steel components do not have to be of domestic origin. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-U.S. sources.

**52.l *Mechanical Equipment*** - Typically equipment which has motorized parts and/or is powered by a motor. AIS does not apply to Mechanical Equipment.

**52.m *Minor Components*** - Components *within* an iron and/or Steel product otherwise compliant with the American Iron and Steel requirements; this waiver is typically used by Manufacturers. It differs from the *De Minimis* definition in that *De Minimis* pertains to the entire project and the minor component definition pertains to a single product. This waiver allows use of non-domestically

produced miscellaneous Minor Components comprising up to five percent of the total material cost of an otherwise domestically produced Iron and Steel product. However, unless a separate waiver for a product has been approved, all other Iron and Steel components in said product must still meet the AIS requirements. This waiver does not exempt the whole product from the AIS requirements only Minor Components within said product and the iron or Steel components of the product must be produced domestically. Valves and hydrants are also subject to the cost ceiling requirements described here. Examples of Minor Components could include items such as pins and springs in valves/hydrants, bands/straps in couplings, and other low-cost items such as small fasteners etc.

**52.n *Municipal Castings*** - Cast iron or Steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and solid waste infrastructure.

**52.o *Primarily Iron or Steel*** - A product is made of greater than 50 percent iron or Steel on a materials cost basis. An exception to this definition is reinforced precast concrete (see Definitions). All technical specifications and applicable industry standards (e.g. NIST, NSF, AWWA) must be met. If a product is determined to be less than 50 percent iron and/or steel, the AIS requirements do not apply. For example, the cost of a fire hydrant includes:

- ☐ The cost of materials used for the iron portion of a fire hydrant (e.g. bonnet, body and shoe); and
- ☐ The cost to pour and cast to create those components (e.g. labor and energy).

Not included in the cost are:

- ☐ The additional material costs for the non-iron or Steel internal workings of the hydrant (e.g. stem, coupling, valve, seals, etc.); and
- ☐ The cost to assemble the internal workings into the hydrant body.

**52.p *Produced in the United States*** - The production in the United States of the iron or Steel products used in the project requires that all Manufacturing Processes must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives.

**52.q *Reinforced Precast Concrete*** – Reinforced Precast Concrete structures must comply with AIS, regardless of whether or not it consists of at least 50 percent iron or steel. The reinforcing bar and wire must be Produced in the United States and meet the same standards as for any other iron or Steel product. Additionally, the casting of the concrete product must take place in the United States. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered Construction Materials and must be Produced in the United States.

**52.r *Steel*** - An alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of Steel for the purpose of enhancing properties such as

corrosion resistance, hardness, or strength. The definition of Steel covers carbon steel, alloy steel, stainless steel, tool steel, and other specialty steels.

**52.s Structural Steel** - Rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees, and zeos. Other shapes include but are not limited to, H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. *Evidence of Owner's Insurance:* After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **two** printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

### 2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

- B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
  - 1. *Basic Requirements*
    - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.



- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

## 2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
  - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **10 MB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
  - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its

System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. ~~The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project related information. The following conditions and standards will govern use of the Project Website:~~

- ~~1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;~~
- ~~2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;~~
- ~~3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and~~
- ~~4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.~~

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
  - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

**ARTICLE 3—CONTRACT DOCUMENTS; INTENT, REQUIREMENTS, REUSE**

**ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 Commencement of Contract Times: Notice to Proceed

SC-4.01.A – Delete the last sentence of paragraph.

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*
  - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been

reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled. Extreme or unusual weather that is typical for a given region, elevation, or season should not be considered abnormal weather conditions. Requests for time extensions due to abnormal weather conditions will be submitted to the Engineer within five days of the end of the abnormal weather condition event. It is the responsibility of the Contractor to provide the information in this Section.

## ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.03 ~~Subsurface and Physical Conditions~~

SC 5.03 ~~—~~ Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. ~~The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:~~

Report Title	Date of Report	Technical Data

- F. ~~The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:~~

Drawings Title	Date of Drawings	Technical Data
None		

- G. ~~Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC 5.03.F that were not included with the Bidding Documents at the Office of Dirigo Engineering during regular business hours, or may request copies from Engineer.~~

### 5.06 ~~Hazardous Environmental Conditions~~

SC 5.06 ~~—~~ Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. ~~The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:~~

Report Title	Date of Report	Technical Data
None		

5. ~~The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:~~

<del>Drawings Title</del>	<del>Date of Drawings</del>	<del>Technical Data</del>
<del>None</del>		

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

### 6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

### 6.03 *Contractor's Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[N/A]**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
<b>Workers' Compensation</b>	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	\$500,000
Bodily injury by disease—aggregate	\$500,000
<b>Employer's Liability</b>	
Each accident	\$500,000
Each employee	\$500,000
Policy limit	\$2,000,000
<b>Stop-gap Liability Coverage</b>	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO

endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
  2. Any exclusion for water intrusion or water damage.
  3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
  4. Any exclusion of coverage relating to earth subsidence or movement.
  5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
  6. Any limitation or exclusion based on the nature of Contractor’s work.
  7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$1,000,000
Each Accident	\$1,000,000
<b>Property Damage</b>	
Each Accident	\$1,000,000
<b>[or]</b>	
<b>Combined Single Limit</b>	

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements:* Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of **\$2,000,000** after accounting for partial attribution of its limits to underlying policies, as allowed above.
- M. *Contractor's Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<b>Contractor's Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$500,000
General Aggregate	\$500,000

- N. *Contractor's Professional Liability Insurance:* If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

<b>Contractor's Professional Liability</b>	<b>Policy limits of not less than:</b>
Each Claim	\$



<b>Contractor's Professional Liability</b>	<b>Policy limits of not less than:</b>
Annual Aggregate	\$

- O. *Railroad Protective Liability Insurance:* Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

**[Insert additional specific requirements, commonly set by the railroad, here.]**

<b>Railroad Protective Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$
Aggregate	\$

- P. *Unmanned Aerial Vehicle Liability Insurance:* If Contractor uses unmanned aerial vehicles (UAV—commonly *referred* to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

<b>Unmanned Aerial Vehicle Liability Insurance</b>	<b>Policy limits of not less than:</b>
Each Claim	\$
General Aggregate	\$

- Q. *Other Required Insurance:***[Here list additional types and amounts of insurance that Contractor is required to carry.]**

#### 6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

Builders Risk insurance is not required.

### **ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

#### 7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 am to 7:00 pm.
2. Owner's legal holidays are:

New Year's Day	January 1
Martin Luther King Jr. Day	3 <sup>rd</sup> Monday in January
Presidents Day	3 <sup>rd</sup> Monday in February
Patriots Day	3 <sup>rd</sup> Monday in April
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11
Thanksgiving	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Day After Thanksgiving
Christmas	December 25

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-7.04.D – Add the following new paragraph immediately after Paragraph 7.04.C:

- D. All Iron and Steel products must meet American Iron and Steel requirements.

SC-7.04.E – Add the following new paragraph immediately after Paragraph 7.04.D:

- E. For projects utilizing a *De Minimis* waiver, Contractor shall maintain an itemized list of non-domestically produced iron or steel incidental components and ensure that the cost is less than 5% of total materials cost for project.

SC-7.05.A – Amend the third sentence of paragraph by striking out the following words:

Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item is permitted,

SC-7.05.A.1.a.3 – Amend the last sentence of Paragraph a.3 by striking out "and;" and adding a period at the end of Paragraph a.3.

SC-7.05.A.1.a.4 – Delete paragraph in its entirety and insert "Deleted."

SC-7.05.B – Add the following at the end of paragraph:

Contractor shall include a Manufacturer's Certification letter for compliance with American Iron and Steel requirements in support data, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-7.06.A.3.a.2 – Remove "and" from the end of paragraph.

SC-7.06.A.3.a.3 – Add "; and" to the end of paragraph.

SC-7.06.A.3.a.4 – Add the following new paragraph immediately after Paragraph 7.06.A.3.a.3:

4. Comply with American Iron and Steel by providing Manufacturer's Certification letter of American Iron and Steel compliance, if applicable. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-7.07.A – Amend by adding the following to the end of the paragraph:

The total amount of work subcontracted by the Contractor shall not exceed fifty percent of the Contract price without prior approval from the Owner, Engineer and Agency.

SC-7.07.B – Delete paragraph in its entirety and insert "Deleted".

SC-7.07.E – Delete the second sentence of paragraph and insert the following in its place:

Owner may not require that Contractor use a specific replacement.

#### 7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of Maine and of cities and counties thereof on all materials to be incorporated into the Work.
  - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-7.12.A Amend paragraph by adding the following after "written interpretations and clarifications,":

Manufacturers' Certifications,

SC-7.16.A.1.c – Amend paragraph by deleting the last period and adding:

, including Manufacturer's Certification letter for any item in the submittal subject to American Iron and Steel requirements and include the Certificate in the submittal. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-7.16.C.9 – Add new paragraph immediately after Paragraph 7.16.C.8:

9. Engineer's review and approval of a Shop Drawing or Sample shall include review of Manufacturers' Certifications in order to document compliance with American Iron and Steel requirements, as applicable.

SC-7.17.F – Add new paragraph immediately after Paragraph 7.17.E:

F. Contractor shall certify upon Substantial Completion that all Work and Materials have complied with American Iron and Steel requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference. Contractor shall provide said Certification to Owner. Refer to General Contractor's Certification Letter provided in these Contract Documents.

## **ARTICLE 8—OTHER WORK AT THE SITE**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

### **10.03 Resident Project Representative**

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
  - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  - 3. *Liaison*

- a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
- 4. *Review of Work; Defective Work*
  - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Observe whether any Work in place appears to be defective.
  - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
- 5. *Inspections and Tests*
  - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
  - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests: Review Applications for Payment with Contractor.*
- 7. *Completion*
  - a. Participate in Engineer's visits regarding Substantial Completion.
  - b. Assist in the preparation of a punch list of items to be completed or corrected.
  - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
  - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
  - 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
  - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
  - 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

## **ARTICLE 11—CHANGES TO THE CONTRACT**

~~No suggested Supplementary Conditions in this Article.~~

SC-11.02.C – Add new paragraph immediately after Paragraph 11.02.B:

C. The Engineer or Owner shall contact the Agency for concurrence on each Change Order prior to issuance. All Contract Change Orders must be concurred on (signed) by Agency before they are effective.

SC-11.03.A.2 - Add new Paragraph 11.03.A.2 immediately after Paragraph 11.03.A, which shall be renamed Paragraph 11.03.A.1:

2. The Engineer or Owner shall contact the Agency for concurrence on each Work Change Directive prior to issuance. Once authorized by Owner, a copy of each Work Change Directive shall be provided by Engineer to the Agency.

SC-11.05.B – Add the following at the end of this paragraph:

For Owner-authorized changes in the Work, the Contractor will provide the Manufacturer's Certification(s) for materials subject to American Iron and Steel requirements except when sole-source is specified, in which case the Engineer will provide the Manufacturer's Certification(s).

SC-11.09.B.2.c – Add new paragraph immediately after Paragraph 11.09.B.2.b:

c. Change orders involving materials subject to American Iron and Steel requirements shall include supporting data (name of Manufacturer, city and state where the product was manufactured, description of product, signature of authorized Manufacturer's representative) in the Manufacturer's Certification Letter, as applicable.

## **ARTICLE 12—CLAIMS**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

### **13.01 *Cost of the Work***

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work

provisions of this Contract is the most current edition of Rental Rate Blue Book for Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

**SC-13.02.C – Delete paragraph in its entirety and insert “Deleted”.**

### 13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

## **ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

~~No suggested Supplementary Conditions in this Article.~~

SC-14.03.G – Add new paragraph immediately after Paragraph 14.03.F:

G. Installation of materials that are non-compliant with American Iron and Steel requirements shall be considered defective work.

## **ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

### 15.01 *Progress Payments*

SC-15.01.B.4 – Add the following language at the end of paragraph:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage or invest the retainage for the benefit of the Contractor.

SC-15.01.B.5 – Add new paragraph immediately after Paragraph 15.01.B.4:

5. The Application for Payment form to be used on this Project is EJCDC® C-620. The Agency must approve all Applications for Payment before payment is made.

SC-15.01.B.6 – Add new paragraph immediately after Paragraph 15.01.B.5:

6. By submitting an Application for Payment based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials are compliant with American Iron and Steel requirements. Manufacturer's Certification letter for materials satisfy this requirement. Refer to Manufacturer's Certification Letter provided in these Contract Documents.

SC-15.01.C.2.d – Add the following new paragraph immediately after Paragraph 15.01.C.2.c:

d. The materials presented for payment in an Application for Payment comply with American Iron and Steel requirements.

SC-15.01.D.1 – Delete paragraph in its entirety and insert the following in its place:

The Application for Payment with Engineer's recommendations will be presented to the Owner and Agency for consideration. If both the Owner and Agency find the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 15.01.E will become due twenty (20) days after the Application for Payment is presented to the Owner, and the Owner will make payment to the Contractor.

SC-15.01     Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

SC-15.02.A – Amend paragraph by striking out the following text: "7 days after".

### 15.03    *Substantial Completion*



SC-15.03.A – Modify by adding the following after the last sentence:

Contractor shall also submit the General (Prime) Contractor's Certification of Compliance certifying that to the best of the Contractor's knowledge and belief all substitutes, equals, and all Iron and Steel products proposed in the Shop Drawings, Change Orders, and Partial Payment Estimates, and those installed for the Project, are either Produced in the United States or are the subject of an approved waiver under Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

## **ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

### **17.02 Arbitration**

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

### **17.02 Arbitration**

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules (subject to the conditions and limitations of this Paragraph SC-17.02). Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in Article 17, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator(s) must be licensed engineers, contractors, attorneys, or construction managers. Hearings will take place pursuant to the standard procedures of the

Construction Arbitration Rules that contemplate in-person hearings. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

- D. The Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The award of the arbitrators must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided for above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:
  - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
  - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
  - 3. such other individual or entity is subject to arbitration under a contract with either Owner or Contractor, or consents to being joined in the arbitration; and
  - 4. the consolidation or joinder is in compliance with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

## **ARTICLE 18—MISCELLANEOUS**

SC-18.11 – Add new paragraph immediately after Paragraph 18.10:

18.11 *Tribal Sovereignty*

A. No provision of this Agreement will be construed by any of the signatories as abridging or debilitating any sovereign powers of the *[insert name of Tribe]* Tribe; affecting the trust-beneficiary relationship between the Secretary of the Interior, Tribe, and Indian landowner(s); or interfering with the government-to-government relationship between the United States and the Tribe.

SC-19 – Add the following new Article 19 immediately after Article 18:

**ARTICLE 19—FEDERAL REQUIREMENTS**

19.01 *Agency Not a Party*

A. This Contract is expected to be funded in part with funds provided by Agency. Neither Agency, nor any of its departments, entities, or employees, is a party to this Contract.

B. Agency concurrence is required on both the Bid and the Contract before the Contract is effective.

19.03 *Conflict of Interest*

A. Contractor may not knowingly contract with a Supplier or Manufacturer if the individual or entity who prepared the Drawings and Specifications has a corporate or financial affiliation with the Supplier or Manufacturer. Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest or other interest in or a tangible personal benefit from the Contractor. Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractor or subcontractors.

19.04 *Gratuities*

A. If Owner finds after a notice and hearing that Contractor, or any of Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of Owner or Agency in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, Owner may, by written notice to Contractor, terminate this Contract. Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

B. In the event this Contract is terminated as provided in paragraph 19.04.A, Owner may pursue the same remedies against Contractor as it could pursue in the event of a breach of this Contract by Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, Owner may pursue exemplary damages in an amount (as determined by Owner) which shall not be less than three nor more than ten times the costs Contractor incurs in providing any such gratuities to any such officer or employee.

#### 19.05 *Small, Minority and Women's Businesses*

A. If Contractor intends to let any subcontracts for a portion of the work, Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps will include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### 19.06 *Anti-Kickback*

A. Contractor shall comply with the Copeland Anti-Kickback Act (40 USC 3145) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States"). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.

#### 19.07 *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

A. Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 19.08 *Equal Employment Opportunity*

A. The Contract is considered a federally assisted construction contract. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

~~19.09 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)~~

~~A. Contractors that apply or bid for an award exceeding \$100,000 must file the required certification (RD Instruction 1940 Q Exhibit A 1). The Contractor certifies to the Owner and every subcontractor certifies to the Contractor that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining the Contract if it is covered by 31 U.S.C. 1352. The Contractor and every subcontractor must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.~~

19.10 Environmental Requirements

A. When constructing a Project involving trenching and/or other related earth excavations, Contractor shall comply with the following environmental conditions:

1. Wetlands – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert wetlands.

2. Floodplains – When disposing of excess, spoil, or other Construction Materials on public or private property, Contractor shall not fill in or otherwise convert 100-year floodplain areas (Standard Flood Hazard Area) delineated on the latest Federal Emergency Management Agency Floodplain Maps, or other appropriate maps, e.g., alluvial soils on NRCS Soil Survey Maps.

3. Historic Preservation - Applicants shall ensure that Contractors maintain a copy of the following inadvertent discovery plan onsite for review:

a. If during the course of any ground disturbance related to any Project, any post review discovery, including but not limited to, any artifacts, foundations, or other indications of past human occupation of the area are uncovered, shall be protected by complying with 36 CFR § 800.13(b)(3) and (c) and shall include the following:

i. All Work, including vehicular traffic, shall immediately stop within a 50 ft. radius around the area of discovery. The Contractor shall ensure barriers are established to protect the area of discovery and notify the Engineer to contact the appropriate DECD personnel. The Engineer shall engage a Secretary of the Interior (SOI) qualified professional archeologist to quickly assess the nature and scope of the discovery; implement interim measures to protect the discovery from looting and vandalism; and establish broader

barriers if further historic and/or precontact properties, can reasonably be expected to occur.

ii. The DECD personnel shall notify the appropriate DECD environmental staff member, the Federal Preservation Officer (FPO), and State Historic Preservation Office (SHPO) immediately. Indian tribe(s) or Native Hawaiian Organization (NHOs) that have an interest in the area of discovery shall be contacted immediately. The SHPO may require additional tribes or NHOs who may have an interest in the area of discovery also be contacted. The notification shall include an assessment of the discovery provided by the SOI qualified professional archeologist.

iii. When the discovery contains burial sites or human remains, the Contractor shall immediately notify the appropriate DECD personnel who will contact the DECD environmental staff member, FPO, and the SHPO. The relevant law enforcement authorities shall be immediately contacted by onsite personnel to reduce delay times, in accordance with tribal, state, or local laws including 36 CFR Part 800.13; 43 CFR Part 10, Subpart B; and the Advisory Council on Historic Preservation's Policy Statement Regarding treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007).

iv. When the discovery contains burial sites or human remains, all construction activities, including vehicular traffic shall stop within a 100 ft. radius of the discovery and barriers shall be established. The evaluation of human remains shall be conducted at the site of discovery by a SOI qualified professional. Remains that have been removed from their primary context and where that context may be in question may be retained in a secure location, pending further decisions on treatment and disposition. DCED may expand this radius based on the SOI professional's assessment of the discovery and establish broader barriers if further subsurface burial sites, or human remains can reasonably be expected to occur. DCED, in consultation with the SHPO and interested tribes or NHOs, shall develop a plan for the treatment of native human remains.

v. Work may continue in other areas of the undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel shall contact the appropriate legal authorities immediately if the landowner has not already done so.

vi. Work may not resume in the area of the discovery until a notice to proceed has been issued by DCED. DCED shall not issue the notice to proceed until it has determined that the appropriate local protocols and consulting parties have been consulted.

vii. Inadvertent discoveries on federal and tribal land shall follow the processes required by the federal or tribal entity.

4. Endangered Species – Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat.

Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Contractor, Contractor will immediately report this evidence to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the U.S. Fish and Wildlife Service.

5. Mitigation Measures – The following environmental mitigation measures are required on this Project: *[Insert mitigation measures from the Letter of Conditions here]*.

#### 19.11 *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*

A. Where applicable, for contracts awarded by the Owner in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor will compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic will be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 19.12 *Debarment and Suspension (Executive Orders 12549 and 12689)*

A. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 19.13 *Procurement of recovered materials*

A. The Contractor will comply with 2 CFR Part 200.322, “Procurement of recovered materials.”

#### 19.14 *American Iron and Steel*

A. Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference applies an American Iron and Steel requirement to this project. All iron and steel products used in this project must be produced in the United States. 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. The following waivers apply to this Contract:

1. *De Minimis*,
2. Minor Components,
3. Pig iron and direct reduced iron, and
4. *[add project specific waivers as applicable]*.

C. Attachments – AIS Certifications:

1. General (Prime) Contractor's Certification of Compliance
2. Manufacturer's Certification of Compliance with AIS



## ATTACHMENT AIS – General Contractor

Example of General (Prime) Contractor's Certification of compliance with provisions of the American Iron and Steel requirements of Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference

**DATE:**

---

**RE:**

---

**(PROJECT NAME)**

---

**(APPLICANT)**

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**(CONTRACT NUMBER)**

I hereby certify that to the best of my knowledge and belief all iron and steel products installed for this project by my company and by any and all subcontractors and manufacturers my company has contracted with for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

This certification is to be submitted upon completion of the project to the project engineer.

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Name of Construction Company (PRINT)

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By Authorized Representative (SIGNATURE)

---

Title

## ATTACHMENT AIS – Manufacturer

Example of Manufacturer's Certification letter of compliance with provisions of the American Iron and Steel (AIS) requirements of Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference

**Date:**

**Company Name:**

**Company Address:**

**Subject: AIS Step Certification for Project** \_\_\_\_\_,

**Owner:** \_\_\_\_\_, **and Contract Number:** \_\_\_\_\_.

I, (company representative), certify that the (melting, bending, galvanizing, cutting, etc.) processes for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the AIS requirements as mandated by Section 746 of Title VIII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Items, Products and/or Materials, and locations of delivery (City, State):

- 1.
- 2.

Such processes for AIS took place at the following location:

\_\_\_\_\_  
(City, State)

This certification is to be submitted upon request to interested parties (e.g. municipalities, consulting engineers, general contractors, etc.)

If any of the above compliance statements change while providing materials to this project, please immediately notify the person(s) who is requesting to use our product(s).

\_\_\_\_\_  
Authorized Company Representative  
(SIGNATURE)

(Note: Authorized signature shall be Manufacturer's representative not the material distributor or supplier)

## ARTICLE 20— OTHER SUPPLEMENTARY REQUIREMENTS

SC 20.01 Add the following with the title “Safety Regulations”:

The Contractor shall be knowledgeable of all OSHA regulations and observe same at all times.

SC 20.02 Add the following with the title “Coordination of Work”:

The Contractor shall be responsible for coordination of activities of Subcontractors, Utilities and Others performing Work on the Site.

The Contractor shall not interrupt the normal operation of the Limerick Water and Sewer Districts or the Town of Limerick without the knowledge and approval of the district and/or Town. In general, 48 hours’ notice will be required for interruption of customers’ service. Coordination with the Limerick Water & Sewer District and the Town of Limerick will be a requirement of this contract. The Contractor shall provide names and telephone numbers of contact person to the District and Town for use in the event of night or weekend emergencies.

SC 20.03 Add the following with the title “Statutory Requirements in General”:

The Contractor shall be knowledgeable of all State and Federal laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or the materials used or employed in the work, or in any way affecting the conduct of the work, and of all such orders and decrees having any jurisdiction or authority over the same and of all provisions required by law to be a part of this contract, all of which provisions are hereby incorporated by reference and made a part thereof. If any discrepancy or inconsistency is discovered in the drawings or specifications or contract for this work in relation to any such law, ordinance, regulation, order, or decree, he shall report the same to the Engineer in writing. He shall at all times himself observe and comply with, and shall cause all of his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and Engineer and all of its and their officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees or subcontractors.

SC 20.04 Add the following with the title “Construction Materials”:

The Contractor shall supply all materials required for this project.

SC 20.05 Add the following with the title “Special Care”:

The Contractor shall take special care with all hazardous materials and chemicals that may be used in conjunction with the project. There shall be no dumping of motor oil, salt, form oils, chemicals, solvents, etc. on the site. When possible all such material will be stored off site. Comply with best management practices and recommendations of manufactures and MSDS requirements.

SC 20.06 Add the following with the title “Pre-Construction Conference”:

The Contractor shall attend a pre-construction conference so that all parties are fully aware of the terms and conditions of this contract.

SC 20.07 Add the following with the title "Dig Safe Law":

The Contractor is required by law to contact Dig Safe and local water/sewer utilities at least 3 business days prior to beginning any excavation work. The Dig Safe telephone number is 1-888-DIG-SAFE.

**EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DWG	Autodesk® AutoCAD .dwg format			
DOC	Microsoft® Word .docx format			
EXC	Microsoft® Excel .xls or .xml format			
DB	Microsoft® Access .mdb format Version <del>{number}</del>			

**SECTION 00810 DWSRF  
SUPPLEMENTAL GENERAL CONDITIONS**

## **DWSRF Supplementary 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 “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.

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 C-700 (Standard General Conditions) and C-520 (Agreement between Owner and Contractor). All provisions of the General Conditions, which are not changed, amended, or supplemented, remain in full force.

### **1. Agency Not a Party**

“This contract is expected to be funded in whole or in part by the State of Maine Department of Health & Human Services Drinking Water Program (DWP) Drinking Water State Revolving Loan Fund (DWSRF) program. Neither the State of Maine nor any of its departments, agencies, or employees is or will be a party to this contract. The word “agency” in the contract documents refers to the DWP and all other involved funding agencies.”

### **2. Contract Award Approval**

“The Owner and Contractor shall furnish the documents as required by this contract to the State of Maine Drinking Water Program (DWP) Drinking Water State Revolving Loan Fund (DWSRF) program for contract award approval. Concurrence by the Agency in the award of the Contract is required before the Contract is effective.”

### **3. Anti-Kickback**

“Contractor shall comply with the Copeland Anti-Kickback Act (18 USC 874 and 40 USC 276c) as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that Contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled. Owner shall report all suspected or reported violations to Agency.”

### **4. Clean Air and Pollution Control Acts**

“If this Contract exceeds \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution

Control Act as amended (33 USC 1251 *et seq.*). Contractor will report violations to the Agency and the Regional Office of the EPA.”

## **5. State Energy Policy**

“Contractor shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, shall be utilized.”

## **6. 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.

## **7. 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.

## **8. 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 day 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. All pay requisitions submitted that include contract expenses must include a Weekly Payroll Labor Standards Compliance Review sheet (See Appendix) for each week that the pay requisition covers.

For more information, see [www.dol.gov/whd/govcontracts/dbra.htm](http://www.dol.gov/whd/govcontracts/dbra.htm)

## **9. 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.

## **10. 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.

## **11. 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.

## **12. Nondiscrimination in Employment**

Contracts for work under this proposal will obligate the Contractors and the Subcontractors not to discriminate in employment practices.

Contractor must, if requested, submit a list of all SUBTRACTORS 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 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.

Nondiscrimination in Employment Certification Form Attached.

## **13. State Minimum wages**

“All laborers and mechanics employed or working upon the construction site of the project shall be paid not less than the prevailing State minimum wage rate regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. The most current version of the State of Maine poster for Minimum Wage (as per the Department of Labor website) must be posted where it can be easily seen by employees.”

## **14. DWSRF Funded Projects Minimum Wage Executive Order 14026**

DWSRF Contracts are covered by Executive Order 14026. Every covered worker performing work on or in connection with a contract covered by E.O. 14026 must be paid no less than \$15.00 per hour beginning January 30, 2022. Beginning January 1, 2023, and annually thereafter, this amount will increase to an amount determined by the Secretary based on inflation. Workers who are working on or in connection with a covered Contract are entitled to any increase in the Executive Order minimum wage immediately on the effective date of the increase. This required wage rate is a monetary wage rate, and may not include credit for any fringe benefits provided by the Contractor.

If the applicable DBA rate is higher than the rate under E.O. 14026, the Contractor must pay the higher prevailing rate to the CDBA covered worker in order to comply with the DBA.

The Contractor must notify all workers performing work on or in connection with a covered Contract of the applicable minimum wage rate under the Executive Order. The Contractor may meet the Executive Order notification requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination (SAM.gov/Home).

## **15. 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/fedprojc.pdf>)  
"Davis-Bacon" wage rates  
Available from the Maine Dept. of Labor at <http://www.maine.gov/labor/posters/>.

## **16. SRF Project Sign**

"At the start of the project, the Contractor shall provide and erect a project sign as detailed and specified in the attachment to these supplementary conditions. 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. Provide adequate supports for the sign as site conditions may require and keep sign a proper distance above prevailing grade to permit public viewing."

Refer to Section 02210 for project sign layout and specifications.

Alternate methods of publicizing may be considered on a project specific basis for projects with a contract value less than \$250,000. Prior to the start of the project, the Contractor must obtain Agency approval, through the Owner, for use of a proposed method. Alternate methods that may be considered include: posters or wall signage on public buildings or at a public location, newspaper advertising, online signage, and press releases. Minimum public awareness requirements and sample language can be obtained from the Agency.

## **17. Suspension and Debarment**

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p.189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

### **Section 1.**

(a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from

programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by

this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

## **18. SRF Disadvantaged Business Enterprises 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 DWP Form 6100–4, ‘DBE Program Subcontractor Utilization Form’ (See Appendix) 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 DWP Form 6100–3, ‘DBE Program Subcontractor Performance Form’ (See Appendix). 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.
  - (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 DWP Form 6100–2, ‘DBE Program Subcontractor Participation Form’ (See Appendix) to all DBE subcontractors listed on Form 6100–4. DWP 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 (See Appendix) 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.”

## **19. Davis-Bacon and Related Acts**

“The Contractor must comply with the following contract and subcontract provisions of the Davis-Bacon and Davis-Bacon Related acts. Attachments to these provisions include: the wage determination for this contract, four forms, and a poster.

### 1. Applicability of the Davis-Bacon (DB) prevailing wage requirements

Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State Revolving Loan Fund. If an Owner encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Owner must discuss the situation with the State official before authorizing work on that site.

### 2. Obtaining Wage Determinations

- (a) Owners shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
  - (i) While the solicitation remains open, the Owner shall monitor [www.wdol.gov](http://www.wdol.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The Owner shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date, the Owner may request a finding from the State official that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State official will provide a report of its findings to the Owner.
  - (ii) If the Owner does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation

shall be effective unless the State official, at the request of the Owner, obtains an extension of the 90 day period from DOL pursuant to 20 CFR 1.6(c)(3)(iv). The Owner shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the Owner carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Owner shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(c) Owners shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Owner's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Owner has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Owner shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Owner's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract provisions

(a) The State official shall insure that the Owner(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses:

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans,



funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321, attached) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Additional copies of this poster can be obtained from the US Department of Labor website.

(ii)(A) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), Form 1444 (attached) shall be completed and sent by the Owner to the State official. The State official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State official or will notify the State official within the 30-day period that additional time is necessary. Additional copies of Form 1444 may be obtained from the US Department of Labor website.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the State official shall refer the questions, including the views of all interested parties and the recommendation of the State official, to the Administrator for determination. The request shall be sent to the EPA DB Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the State official or will notify the State official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The Owner shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the State Official may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Owner. Such documentation shall be available on request of the State Official or EPA. As to each payroll copy received, the Owner shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 (attached) is available for this purpose. Additional copies of the form are available from the US Department of Labor Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Owner for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Owner.

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 (page 2 of the form is attached) shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA

or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with

the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

(10) Certification of eligibility.

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The Owner shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

(3) Withholding for unpaid wages and liquidated damages. The Owner, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Owner shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Owner shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the State and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### 5. Compliance Verification

(a). The Owner shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Owner must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are attached and are available from EPA on request.

(b) The Owner shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Owners must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Owners shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c). The Owner shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Owner shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Owner must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Owners must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Owner shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The Owner shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Owners must immediately report potential violations of the DB prevailing wage requirements to the EPA DB Regional Coordinator, the State Official, and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm> ”

## **20. 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 attached Public Law 113-76, Section 436. 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 attachment for information that should be included.

The Contractor and its subcontractors shall submit to the Owner, an AIS Compliance Certification (see form attached) with each contractor pay application. The Owner, shall in turn, submit this certification from the Contractor, with their AIS Compliance Certification (see form attached), to the State with the SRF pay requisition.

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. See attached sample de minimis tracking form. 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 the items to which this waiver is applied, the total cost of incidental components covered by the waiver, 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 attached guidance taken from an EPA Memorandum. Additional information regarding the AIS requirements can be found on this website [http://water.epa.gov/grants\\_funding/aisrequirement.cfm](http://water.epa.gov/grants_funding/aisrequirement.cfm)

## **21. List of Attachments to the DWSRF Supplementary Conditions**

- ) Nondiscrimination in Employment
- ) DBE Program Subcontractor Utilization Form - EPA 6100-4
- ) DBE Program Subcontractor Performance Form - EPA 6100-3
- ) DBE Program Subcontractor Participation Form - EPA 6100-2
- ) Progress Report of DBE Subcontractor Utilization Form
- ) Owner's Davis Bacon Compliance Report
- ) Davis Bacon Project Wage Determination (to be made into a poster also)
- ) Davis Bacon Poster "Employee Rights" WH-1321
- ) Davis Bacon DOL form WH-347 page 1 (optional), and page 2 (mandatory)
- ) Davis Bacon DOL Form 1445
- ) Davis Bacon DOL Form 1444
- ) AIS Law
- ) AIS Certification by Owner
- ) AIS Certification by Contractor
- ) AIS Step Manufacturer Certification
- ) AIS DeMinimis Tracking Form

## Disadvantaged Business Enterprise Program and Nondiscrimination in Employment

# 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 contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated 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, UPGRADING, 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.

\_\_\_\_\_  
\_\_\_\_\_

/s/ \_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_  
(Date)



## Disadvantaged Business Enterprise Program (DBE) Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> 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.

Prime Contractor Name		Project Name	
Bid /Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	_____ YES	_____ NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/Phone/Email</b>	<b>Est. Dollar Amt.</b>	<b>Currently DBE Certified?</b>

Continue on back if needed

<sup>1</sup>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.

<sup>2</sup>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 or financial assistance.



## **Disadvantaged Business Enterprise 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 that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Section 33.202 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>



## Disadvantaged Business Enterprise Program (DBE) Subcontractor Performance Form

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> 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.

Subcontractor Name		Project Name	
Bid /Proposal No.	Assistance Agreement ID No. (if known)		Point of Contact
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ____DOT ____SBA ____Other: _____		Meets/exceeds EPA certification standards? ____YES ____NO ____Unknown

<sup>1</sup>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.

<sup>2</sup>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 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 33.202 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>



## Disadvantaged Business Enterprise 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<sup>1</sup> subcontractor<sup>2</sup> 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 DEP DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid /Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup>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.

<sup>2</sup>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 Program (DBE) Subcontractor Participation Form**

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

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>



**Disadvantaged Business Enterprise Program (DBE)**

**PROGRESS REPORT OF DBE SUBCONTRACTOR UTILIZATION FORM**

TO ENSURE 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:\_\_\_\_\_ SRF #:\_\_\_\_\_

Name of Project:\_\_\_\_\_ Contractor:\_\_\_\_\_

Contractor's Payment Request No.\_\_\_\_\_ Period covered by the request\_\_\_\_\_

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

Name & Address of WBE/MBE firm to be paid	WBE	MBE	Source of Certification, i.e., DOT, EPA or SBA	Amount to be paid this request	Type of Work

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Davis Bacon

# REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX

☐ SERVICE CONTRACT☐ CONSTRUCTION CONTRACT

OMB Number: 9000-0089

Expiration Date: 9/30/2017

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

**INSTRUCTIONS:** THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210		2. FROM: (REPORTING OFFICE)		
3. CONTRACTOR				4. DATE OF REQUEST
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
10. SUBCONTRACTOR (IF ANY)				

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER:

DATED:

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) (Use reverse or attach additional sheets, if necessary)	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE

**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))**

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
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# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

<b>PREVAILING WAGES</b>	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
<b>OVERTIME</b>	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
<b>ENFORCEMENT</b>	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
<b>APPRENTICES</b>	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
<b>PROPER PAY</b>	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:  
**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

NAME OF CONTRACTOR		OR SUBCONTRACTOR		ADDRESS		OMB No.: 1235-0008 Expires: 02/28/2018	
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PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION		PROJECT OR CONTRACT NO.	
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(1)  NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2)  NO. OF WITHHOLDING EXEMPTIONS	(3)  WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5)  TOTAL HOURS	(6)  RATE OF PAY	(7)  GROSS AMOUNT EARNED	(8)  DEDUCTIONS						(9)  NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ on the \_\_\_\_\_  
(Contractor or Subcontractor)  
\_\_\_\_\_ ; that during the payroll period commencing on the \_\_\_\_\_  
(Building or Work)  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said  
\_\_\_\_\_ from the full  
(Contractor or Subcontractor)  
weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications  
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship  
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and  
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered  
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such employees,  
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR  
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE  
31 OF THE UNITED STATES CODE.

## LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION			
NAME OF PRIME CONTRACTOR			LAST NAME		FIRST NAME	MI
			STREET ADDRESS			
NAME OF EMPLOYER			CITY		STATE	ZIP CODE
SUPERVISOR'S NAME			WORK CLASSIFICATION		WAGE RATE	
LAST NAME	FIRST NAME	MI				

### ACTION

#### CHECK BELOW

YES	NO
-----	----

Do you work over 8 hours per day?

Do you work over 40 hours per week?

Are you paid at least time and a half for overtime hours?

Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?

TOOLS YOU USE

DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)

DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE

DATE (YYMMDD)

INTERVIEWER SIGNATURE

TYPED OR PRINTED NAME

DATE (YYMMDD)

### INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED

ACTION (If explanation is needed, use comments section)

YES	NO
-----	----

IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?

ARE WAGE RATES AND POSTERS DISPLAYED?

### FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES

☐ NO

COMMENTS

CHECKER

LAST NAME

FIRST NAME

MI

JOB TITLE

SIGNATURE

DATE (YYMMDD)





## **Owner's Davis-Bacon Compliance Report**

**Project Name** \_\_\_\_\_ **SRF Project #** C230\_\_\_\_\_

**Project Owner:** \_\_\_\_\_

**Certified Payrolls Reviewed By:** \_\_\_\_\_  
(Printed name of Owner's Representative)

**Employee interviews have been conducted in accordance with the contract requirements.** Yes ☐ No ☐

**Prime Contractor:** \_\_\_\_\_

**Prime Contractor's Pay Application No:** \_\_\_\_\_ (Note: Only one allowed per Compliance Report)

**Application Period: From** \_\_\_\_\_ **to** \_\_\_\_\_

**Check one box and sign below:**

- ☐ For the application period indicated, there were no certified payrolls reported because there were no workers on the site that were subject to the Davis-Bacon and Related Acts.
- ☐ For the application period indicated, the certified payrolls are in compliance with the Davis-Bacon and Related Acts.
- ☐ For the application period indicated, the certified payrolls are not in compliance with the Davis-Bacon and Related Acts. A Compliance Report for the corrective action will be submitted ASAP.

**Summary of noncompliant findings and follow up actions needed:**

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\_\_\_\_\_  
**Owner's Representative Signature**

\_\_\_\_\_  
**Date**

[illegible]

"General Decision Number: ME20230033 01/06/2023

Superseded General Decision Number: ME20220033

State: Maine

Construction Type: Heavy

County: York County in Maine.

#### HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/06/2023

IRON0007-033 03/16/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 29.02	24.04
-----		
SUME2014-014 01/30/2017		

	Rates	Fringes
CARPENTER.....	\$ 19.66	6.13
ELECTRICIAN.....	\$ 25.24	7.01
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.38 **	1.39
LABORER: Common or General.....	\$ 15.22 **	3.97
LABORER: Concrete Worker (includes removing forms, demolition of existing concrete, and pouring, leveling and finishing concrete).....	\$ 25.33	17.07
LABORER: Pipelayer.....	\$ 21.84	6.42
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.88	8.48
OPERATOR: Bulldozer.....	\$ 20.81	4.37
OPERATOR: Crane.....	\$ 24.78	8.13
OPERATOR: Loader.....	\$ 19.36	3.73
OPERATOR: Roller.....	\$ 16.61	3.44
PAINTER (Brush and Roller).....	\$ 22.18	6.33
TRUCK DRIVER: Dump Truck.....	\$ 15.41 **	3.17
-----		

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

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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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.

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## 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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

American Iron & Steel





## **From the “Consolidated Appropriations Act, 2014”**

H.R. 3547 (PL113-76, 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 revolving 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 revolving 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 attached to each Utility Construction SRF requisition submitted for payment)*

We, the Owner named, \_\_\_\_\_, having obtained funding from the State of Maine, State Revolving Fund (SRF), for the Utility Construction Project named \_\_\_\_\_, hereby submit to the SRF program, certification from each contractor working on the Utility Construction 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. Thereby, it is to the best of the Owner's knowledge that the costs being requested with this SRF requisition #\_\_\_\_\_ are in compliance with the Use of American Iron and Steel Law.

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

Attachment: Certification by Contractor

**CERTIFICATION BY CONTRACTOR**  
**OF COMPLIANCE WITH THE**  
**USE OF AMERICAN IRON AND STEEL LAW**  
enacted on 1/17/2014

# **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

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

**State Revolving Fund (SRF)**  
**American Iron and Steel - De Minimis Tracking Form**

The EPA has issued a public interest waiver for De Minimis incidental components. An Owner wishing to use this waiver should consult with their contractor(s) to maintain an itemized list to track the components covered under De Minimis. The Owner may create their own format for the list or use this sample form.

Owner: \_\_\_\_\_

Loan #: \_\_\_\_\_

Project Name: \_\_\_\_\_

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The total cost of a material may be based on estimated, or if available, actual costs.

**Funds used for 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.**

Total Cost of Materials: \_\_\_\_\_

5% Limit: \_\_\_\_\_

1% limit: \_\_\_\_\_

Manufacturer & Component Description	Part/Model #	Quantity (if applicable)	Cost per Unit (if applicable)	Component's Total Cost	Invoice or receipt attached

Use additional sheets as necessary

**Total Cost of Components  
deemed to be De Minimis:**

Completed by:

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# 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 contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated 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, UPGRADING, 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

/s/ \_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_

(Date)

# U.S. DEPARTMENT OF AGRICULTURE

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## **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

### **(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**Organization Name**

**PR/Award Number or Project Name**

---

**Name(s) and Title(s) of Authorized Representative(s)**

---

**Signature(s)**

**Date**

## **FEDERAL WAGE RATES**

### **Included in this Sections:**

Davis-Bacon Poster  
Weekly Payroll Forms  
Wage Rates  
Interview Form  
Request for Additional Classification



# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

## FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**

"General Decision Number: ME20230033 01/06/2023

Superseded General Decision Number: ME20220033

State: Maine

Construction Type: Heavy

County: York County in Maine.

#### HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

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IRON0007-033 03/16/2022

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SUME2014-014 01/30/2017		

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TRUCK DRIVER: Dump Truck.....	\$ 15.41 **	3.17
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other

health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

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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.

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## 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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"



Date: \_\_\_\_\_

STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, \_\_\_\_\_, do hereby state:  
(Name of Signatory Party) (Title)

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_ (Contractor or Subcontractor)  
on the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day  
(Name of Project)  
of \_\_\_\_\_, 2000, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be  
made either directly or indirectly to or on behalf of said \_\_\_\_\_ (Contractor or Subcontractor)  
from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by  
any person, other than permissible deductions as defined in Regulations, Part 3, (29 CFR Subtitle A), issued by the Secretary of Labor under the  
Copeland Act, as amended (48 Stat. 948.63 Stat. 108, 72 Stat. 357: 40 U>S> C> 276c) and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for  
laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into this  
contract; that the classifications set forth therein for each laborer or mechanic conform with the work he or she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State  
apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized  
agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced  
payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate  
programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll an  
amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe  
benefits as listed on the contract, except as listed in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Name and Title	Signature

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL  
OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



## INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

General: The use of WH-347, payroll form, is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally aided construction type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payment to the employees as cash in lieu to fringes.

The payroll provides for the contractor's showing on the face of the payroll all monies paid to the employee, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow;

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Column 1 – Name, and identification number of

Employee: The employee's full name must be shown on each payroll submitted.

Column 2 – Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Parts 3 and 5.

Column 3 – Work Classifications: List classifications descriptive of work actually performed by employees. Consult classifications and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary see Contracting Officer or Agency representative. Employee may be shown as having worked in more than one

classification provided accurate breakdown of hours so worked is maintained and shown on submitted payroll by use of separate line entries.

Column 4 – Hours Worked: On all contracts subject to the Contract Work Hours Standards Act enter as overtime all hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 – Total: Self-explanatory

Column 6 – Rate of Pay, Including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus any cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash in lieu of fringes may be shown separately from the basic rate thus 13.25/. 40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box show overtime-hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962. In addition to paying not less than the predetermined rate for the classification in which the employee works, the contractor shall pay to approved plans, funds, or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS – Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amount not less than were determined in the applicable wage decision of the Secretary of Labor, shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in Section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employees, and insert the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each

classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c) Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amount less than the wage determination requires, is obligated to pay the deficiency directly to his employees as cash in lieu of fringes. Any exception to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Exception column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds, or programs as fringes. The contractor shall pay and shall show that he is paying to each such employee for all hours (unless otherwise provided by applicable determination) worked on Federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Column 7 – Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/120.00.

Column 8 – Deductions: Five columns are provided for showing deductions made. If more than five deductions should be involved, use first 4 columns; show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deductions contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations 29 CFR, Part 3. If the employee worked on other jobs in addition to this project show actual deductions from his weekly gross

wage, but indicate that deductions are based on his gross wages.

Column 9 – Net Wages Paid for Week: Self-explanatory.

Totals: Space has been left at the bottom of the columns so that totals may be shown if the contractor desires.

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement of the back of the payroll is subject to the penalties provided by 18 USC 1001, namely possible imprisonment for 5 years or \$10,000.00 fine or both. Accordingly, the party signing this required statement should have knowledge of the facts represented as true.

Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in the payroll." See paragraph entitled "FRINGE BENEFITS" above for instructions concerning filling out paragraph 4 of the statement.

## **INSTRUCTIONS FOR PREPARATION OF STATEMENT OF COMPLIANCE**

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition of payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

The contractor should show on the face of his payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he is paying to others fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions follow:

### Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his payroll the basic cash hourly rate and overtime rate paid to his employees, just as he has always done. Such a contractor shall check paragraph 4(a) of statement to indicate that he is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

### Contractors who pay no fringe benefits:

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$3.25/.40. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

### Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the

Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

# Record of Employee Interview

## U.S. Department of Housing and Urban Development Office of Labor Relations

OMB Approval No. 2501-0009  
(exp. 10/31/2010)

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information is collected to ensure compliance with the Federal labor standards by recording interviews with construction workers. The information collected will assist HUD in the conduct of compliance monitoring; the information will be used to test the veracity of certified payroll reports submitted by the employer. **Sensitive Information.** The information collected on this form is considered sensitive and is protected by the Privacy Act. The Privacy Act requires that these records be maintained with appropriate administrative, technical, and physical safeguards to ensure their security and confidentiality. In addition, these records should be protected against any anticipated threats or hazards to their security or integrity that could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual on whom the information is maintained. **The information collected herein is voluntary, and any information provided shall be kept confidential.**

1a. Project Name Patten Wastewater System Upgrades – Pump Stations			2a. Employee Name																				
1b. Project Number 49302 (202 PI Grant)			2b. Employee Phone Number (including area code)																				
1c. Contractor or Subcontractor (Employer)			2c. Employee Home Address & Zip Code																				
			2d. Verification of identification? Yes <input type="checkbox"/> No <input type="checkbox"/>																				
3a. How long on this job?	3b. Last date on this job before today?	3c. No. of hours last day on this job?	4a. Hourly rate of pay?	4b. Fringe Benefits? Vacation Yes <input type="checkbox"/> No <input type="checkbox"/> Medical Yes <input type="checkbox"/> No <input type="checkbox"/> Pension Yes <input type="checkbox"/> No <input type="checkbox"/>	4c. Pay stub? Yes <input type="checkbox"/> No <input type="checkbox"/>																		
5. Your job classification(s) (list all) --- continue on a separate sheet if necessary																							
6. Your duties																							
7. Tools or equipment used																							
<table border="0"><tr><td></td><td><b>Y</b></td><td><b>N</b></td><td></td><td><b>Y</b></td><td><b>N</b></td></tr><tr><td>8. Are you an apprentice or trainee?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>9. Are you paid for all hours worked?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td>11. Have you ever been threatened or coerced into giving up any part of your pay?</td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></table>							<b>Y</b>	<b>N</b>		<b>Y</b>	<b>N</b>	8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>	9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>
	<b>Y</b>	<b>N</b>		<b>Y</b>	<b>N</b>																		
8. Are you an apprentice or trainee?	<input type="checkbox"/>	<input type="checkbox"/>	10. Are you paid at least time and ½ for all hours worked in excess of 40 in a week?	<input type="checkbox"/>	<input type="checkbox"/>																		
9. Are you paid for all hours worked?	<input type="checkbox"/>	<input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?	<input type="checkbox"/>	<input type="checkbox"/>																		
12a. Employee Signature			12b. Date																				
13. Duties observed by the Interviewer (Please be specific.)																							
14. Remarks																							
15a. Interviewer name (please print)			15b. Signature of Interviewer		15c. Date of interview																		

## Payroll Examination

16. Remarks

17a. Signature of Payroll Examiner	17b. Date
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# REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX

☐ SERVICE CONTRACT☐ CONSTRUCTION CONTRACT

OMB Number: 9000-0089

Expiration Date: 9/30/2017

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

**INSTRUCTIONS:** THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER.

1. <b>TO:</b> ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210		2. <b>FROM:</b> (REPORTING OFFICE)		
3. CONTRACTOR				4. DATE OF REQUEST
5. CONTRACT NUMBER	6. DATE BID OPENED (SEALED BIDDING)	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)
10. SUBCONTRACTOR (IF ANY)				

11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED)

12. LOCATION (CITY, COUNTY AND STATE)

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER: \_\_\_\_\_

DATED: \_\_\_\_\_

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) (Use reverse or attach additional sheets, if necessary)	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE	
16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE

**TO BE COMPLETED BY CONTRACTING OFFICER (CHECK AS APPROPRIATE - SEE FAR 22.1019 (SERVICE CONTRACT LABOR STANDARDS) OR FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))**

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send 3 copies to the Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NUMBER	DATE SUBMITTED
--	---------------------------------------	----------------

DIVISION 1  
GENERAL REQUIREMENTS

Summary of Work	01010
Abbreviations and Symbols	01030
Substitutions or “Or-Equal” Items	01106
Measurement and Payment	01150
Bid Item Descriptions	01151
Payment Application	01160
Submittals	01300
Quality Control	01400
Project Drawings	01650
As-Built Records	01655
Temporary Services and Connections	01710

SECTION 01010  
SUMMARY OF WORK

01010.01 LOCATION OF WORK

All work under this contract is located in **Limerick, Maine.**

01010.02 SUPPLY OF MATERIALS

The Contractor shall supply all materials required for the completion of this project.

01010.03 WORK UNDER THIS CONTRACT

Work under this contract is includes the following general work tasks:

- ) Sewer and Water Main Replacement including:**
  - **Sewer main**
  - **Sewer services**
  - **Internal plumbing changes**
  - **Precast manholes**
  - **Water main**
  - **Water services**
  - **Gate valves, hydrants, curb stops and corporations**
  - **Surface restoration**

**Work includes all civil, mechanical, and electrical materials and work required to complete the work described in the Contract Documents and shown on the Plans.**



## SECTION 01030 ABBREVIATIONS AND SYMBOLS

### 01030.01 GENERAL

The following abbreviations may be used in these contract documents:

AASHTO	American Association of State Highway and Transportation Officials	FRP	Fiber Reinforced Plastic
AC	Asbestos-Cement (transite)	GFI	Ground Fault Interrupter
ACI	American Concrete Institute	gpd	Gallons Per Day
AIS	American Iron and Steel Requirements	gpm	Gallons Per Minute
AISC	American Institute of Steel Construction	HDPE	High Density Polyethylene
ANSI	American National Standards Institute	ISA	Instrument Society of America
		KD	Kiln Dried
		LF	Lineal Feet
ASA	American Standards Association	MDOT	Maine Department of Transportation
ASCE	American Society of Civil Engineers	MGD	Million Gallons Per Day
ASHRAE	American Society of Heating, Refrigerating, and Air Conditioning Engineers	MJ	Mechanical Joint
ASME	American Society of Mechanical Engineers	MUTCD	Manual of Uniform Traffic Control Devices
ASTM	American Society for Testing and Materials	NEC	National Electrical Code
AWWA	American Water Works Association	NEMA	National Electrical Manufacturers Association
CIPP	Cured in Place Pipe	NPT	National Pipe Thread
cfm	Cubic Foot Per Minute	NRS	Non-Rising Stem
cfs	Cubic Foot Per Second	O.C.	On Center
CI	Cast Iron	OSHA	Occupational Safety & Health Administration
CJ	Control Joint	OS&Y	Outside Screw and Yoke
CMP	Corrugated Metal Pipe	PCA	Portland Cement Association
CMU	Concrete Masonry Unit	PE	Polyethylene
CPE	Corrugated Polyethylene	PPE	Polypropylene
CPVC	Chlorinated Polyvinyl Chloride	ppm	Parts Per Million
DI	Ductile Iron	psi	Pounds Per Square Inch
DIPRA	Ductile Iron Pipe Research Association	psig	Pounds Per Square Inch Gage
DIPS	Ductile Iron Pipe Size	PT	Pressure Treated
		PVC	Polyvinyl Chloride
CRSI	Concrete Reinforcing Steel Institute	RECD	Rural Economic and Community Development (now called USDA-Rural Development)
CSI	Construction Specifications Institute	RCP	Reinforced Concrete Pipe
CTS	Copper Tube Size	SF	Square Feet
DEP	Maine Department of Environmental Protection	SS	Stainless Steel
		TSP	Twisted Shielded Pair
DHHS	Maine Department of Health and Human Services	UD	Underdrain
EPA	U.S. Environmental Protection Agency	UL	Underwriters Laboratory
FM	Factory Mutual	UV	Ultraviolet
fps	Feet Per Second	VC	Vitrified Clay

Where reference is made to a publication by one of the above mentioned or other association, it is understood that the latest revisions thereof shall apply unless otherwise designated. In case of conflict, the contract documents will take precedence over the above references.

SECTION 01106  
SUBSTITUTIONS OR "OR-EQUAL" ITEMS

01106.01     GENERAL

This specification supplements the substitutions section of the general conditions.

01106.02     MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the contract documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent or equal to that named.

The procedure for review by ENGINEER will include the following as supplemented in the general conditions. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the contract documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute.

01106.03     MEANS, METHODS, TECHNIQUES AND PROCEDURES

If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the contract documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the

contract documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 01106.02 as applied by ENGINEER and as may be supplemented in the general conditions.

#### 01106.04 ENGINEER'S REVIEW OF SUBSTITUTIONS

ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the contract documents occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating each proposed substitute.

## SECTION 01150 MEASUREMENT AND PAYMENT

### 01150.01 GENERAL

This section shall supplement the Payments to Contractor section of the General Conditions. If a conflict exists between the two sections, the General Conditions shall take precedence over this section.

### 01150.02 SCOPE OF PAYMENT

The Contractor shall accept compensation, as herein provided, in full payment for furnishing all materials, labor, tools, equipment, testing, cleanup and incidentals necessary to the completed work and for performing all work contemplated and embraced by the contract; also for all loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work and until its final acceptance by the Engineer, and for all risks of every description connected with the prosecution of the work, except as provided herein, also for all expenses incurred in consequence of the suspension of the work as herein authorized.

Contractual costs for work not specifically mentioned under a payment item and which are incidental to the overall conduct of the work shall be included in individual items at the Contractor's option. No additional charges shall be made to the Owner for items not specifically mentioned under individual payment items. Examples of these types of costs are, but not limited to, the following: bonds, insurance, mobilization, demobilization, permits, licenses, temporary offices, restoration of disturbed areas, traffic control, temporary facilities, temporary connections, cleanup, erosion control, temporary drainage, temporary utilities, temporary water and sewer utilities, surveying, layout, handling of water, erosion during construction, signs and other items similar to the above. This includes incidental work items noted on the drawings but not specifically mentioned under a pay item.

All units of measurement shall be standard United States convention as applied to the specific items of work by tradition and as interpreted by the Engineer.

### 01150.03 PARTIAL PAYMENTS

As the work progresses, partial payments shall be made to the Contractor as described in the General Conditions. All partial invoices and payments shall be subject to correction in the final quantity invoice and payment. Applications shall be made on the forms in 01160 or on other forms approved by the Engineer.

The partial payments will be based upon invoices approved by the Engineer for the value of the work performed, and materials complete in place in accordance with the contract. The total amount so ascertained will be reduced as described in the General Conditions. The reduced amount will be certified for payment, and the balance will be retained by the Owner until after completion of the entire contract.

The payment of any partial estimate or of any retained percentage shall not affect the obligation of the Contractor to repair or renew any defective parts of the construction or to be responsible for all damage due to such defects.

#### 01150.04 PREPARATION OF PARTIAL PAYMENT ESTIMATES

At the end of each partial payment period, the Contractor's authorized representative shall meet with the Engineer's representative and determine and agree upon quantities of unit price work accomplished and/or completed during the partial payment period.

For payment once each month the Contractor will prepare a monthly requisition form which shall be signed by both the Engineer and the Contractor's representative indicating complete agreement and approval of quantities listed. These completed forms will provide the basis of the Engineer's monthly quantity estimate upon which payment will be made.

#### 01150.05 MATERIALS STORED ON SITE

Partial payments may be made to the Contractor for major materials delivered to the project site and properly stored. The Contractor's requisition for materials payment shall be accompanied by: 1.) Itemized invoices listing the materials delivered during the current pay period and the price paid for each item; and 2.) An itemized list showing the materials used during the current pay period and the materials currently remaining unused on site (per the form in 01160).

Partial payments for materials stored will only be made for materials that have been paid for by the Contractor. Proof of payment must be supplied to the Owner in the form of signed waiver of liens, listing the specific invoices and check numbers paid, before payment for materials will be made by the Owner.

Partial payments for materials stored shall not include miscellaneous small items such as water service materials, sewer service materials, fittings, glands, gaskets, lubricants, bolts, nails, etc. Partial payments for materials stored shall not include any borrow stockpiles. The Contractor shall be responsible for proper storage and protection of the materials at all times. The Contractor shall carry insurance protecting the materials from loss.

#### 01150.06 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

When alterations are made in the quantities of work which do not require supplemental agreement, the Contractor shall accept payment in full at the contract price for the actual quantities of work done. No allowance will be made for anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as stipulated in such agreements.

Payments to the Contractor will be made for the actual quantities of contract items performed and accepted in accordance with the plans and specifications. Upon completion of the construction, if these actual quantities show either an increase or decrease from the quantities given in the Bid Form, the contract unit prices will still prevail, except as provided hereinafter.

#### 01150.07 ELIMINATED ITEMS

Should any items contained in the Bid Form be found unnecessary for the proper completion of the work contracted, the Engineer may eliminate such items from the contract. Such action shall in no way invalidate the contract. An allowance may be made at the discretion of the Engineer for items so eliminated in making final payment to the Contractor. No allowance will be made for minor quantity changes requiring supplemental deliveries or returns.

#### 01150.08 FINAL PAYMENT

The Engineer shall make, as soon as practicable after the completion of the project, final measurements, and prepare a final quantity invoice of the amount of work performed under the contract and the value of such work. The final quantity invoice shall be accompanied by a change order that will adjust the contract units so that the final contract amount is equal to the amount of work performed. The Owner shall then pay the entire sum found to be due, after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract. The retained amounts may be held by the Owner for a period of thirty (30) days after the completion of the final quantity invoice, or until such time as the Contractor submits satisfactory evidence that all bills for labor and materials used under this contract have been paid and all required documents submitted to the Engineer.

Completed Final Lien Waivers shall be submitted from all subcontractors and suppliers prior to reduction of project retainage to less than 5%. Final lien waiver form is included in this section.

#### 01150.09 DESCRIPTION OF PAY ITEMS

Section 01151 describes the measurement of and payment for the work to be done under the respective items listed in the BID SCHEDULE.

## **Final Lien Waiver**

**Project Owner** : \_\_\_\_\_  
Address : \_\_\_\_\_  
**Project Name** : \_\_\_\_\_  
\_\_\_\_\_  
**Subcontractor/Supplier** : \_\_\_\_\_  
Address : \_\_\_\_\_  
**Contractor** : \_\_\_\_\_  
Address : \_\_\_\_\_

The undersigned hereby certifies to the following:

- 1.) Subcontractor/Supplier has been employed by the Contractor listed above to supply work, materials or equipment for the above described project.
- 2.) Subcontractor/Supplier has received final payment from Contractor for all work, materials or equipment for the above described project.
- 3.) Subcontractor/Supplier has no liens against Contractor or Owner.

The undersigned hereby waives any and all liens or rights thereto arising out of said work, materials or equipment.

Date : \_\_\_\_\_  
Signature : \_\_\_\_\_  
Printed Name/Title : \_\_\_\_\_  
Subcontractor/Supplier : \_\_\_\_\_

STATE OF MAINE

\_\_\_\_\_, SS. \_\_\_\_\_, 20\_\_\_\_

Personally appeared the above-named \_\_\_\_\_, and  
acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

\_\_\_\_\_  
Notary Public/Attorney-At-Law

Print Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

SECTION 01151  
BID ITEM DESCRIPTIONS

01151.01     GENERAL

This section supplements Section 01150 and contains a description of the respective items listed in the BID SCHEDULE. If a conflict exists between this section and any Technical Specification (Divisions 2-16) the Technical Specifications shall take precedence over this section.

Each unit or lump sum price stated in the BID SCHEDULE shall constitute full compensation, as herein specified, for each item of the work completed.

**Definition** – For the purpose of this specification section “**site work**” is defined as: layout, coordination with all utilities, traffic control, erosion control, site preparation, pavement cutting, excavation, shoring, dewatering, bedding material, backfilling, compaction, geotechnical and/or compaction testing, surface grading, gravel surface restoration where applicable, paving, loam and seed surface restoration where applicable, cleanup, site restoration including reinstallation and resetting of any structures or vegetation disturbed during construction, and compliance with all applicable environmental permit conditions and related regulations.

01151.02     BID ITEM DESCRIPTIONS

Item 1 – Mobilization

This item includes all labor, materials and equipment required to mobilize all equipment, materials, and resources to the project site upon project start-up. This includes all signage (including project sign), safety equipment, machinery, etc. This also includes all labor, materials and equipment required to demobilize at the completion of the project. This includes removal of equipment, safety devices, signage, etc. This item also includes all traffic dust and erosion control needed during the project.

This item also includes bonding, insurance, obtaining necessary permits and approvals, layout and staking of work, coordination with The Town of Limerick, DECD, local utilities and local municipalities. This item shall also include temporary power, when required.

Payment for this item shall be at the lump sum price agreed upon in the bid schedule. Partial Payments shall be as follows:

Mobilization	60%
Demobilization	40% at completion of project



## Item 2 – 8” PVC Sewer Main

This item includes all labor, materials and equipment required to furnish and install the 8” PVC sewer as described in the contract documents. This includes: site work, clay dams, trench relief drains, filter fabric over stone, cutting and capping old mains, temporary piping, pipe, fittings, couplings, installation, testing, and flushing.

Measurement shall be in linear feet, to the nearest whole foot, along the slope of the pipe from the inside edge of manholes.

Payment shall be at the unit price in the bid schedule. Partial payments shall be according to the following schedule:

Installation, Backfill & Surface Restoration	75%
Successful Testing	25%

## Item 3 – 6” PVC Sewer Services

This item includes all labor, materials and equipment required to furnish and install the 6” PVC sewer pipe. This includes: site work, pipe, filter fabric over stone, fittings, couplings, and installation. This pipe is to be used for individual house sanitary services. The extent of the service work is as shown in the contract documents or as directed by the Owner. Testing of services is **not** required.

Measurement shall be per foot of pipe installed to the nearest whole foot from the centerline of the new sewer main to the service connection.

Payment shall be at the unit price in the bid schedule.

## Item 4 – Internal Plumbing Changes Allowance

This item includes all labor, materials and equipment required to furnish and install new internal plumbing in 8 residences that currently have sewer services exiting the rear of the building.

Measurement and payment shall be on a time and materials basis. Contractor shall submit time and material backup for their own crews of subcontractors performing the work. Contractor will be allowed a 15% markup over actual cost of work completed.

## Item 5 – 4’ Diameter Manholes

This item includes all labor, materials and equipment required to furnish and install 4’ diameter manholes as described in the contract documents. This includes: site work, manhole sections, installation, pipe connections, inverts, steps, frame, cover, sealing,

waterproofing, testing, repairs, installation and adjustment of frame and cover to grade, cutting, removal and replacement of pavement as required when adjusting frame and cover to grade.

The following work shown on the plans for various manholes shall be incidental to this manhole pay item. This includes: removing existing manholes, modifying tables as needed, installing ladders where needed, polyethylene joint lines, and internal drop piping.

Measurement shall be per manhole installation completed.

Payment shall be at the unit price in the bid schedule. Partial payments shall be according to the following schedule:

Installation and Backfill	80%
Successful Testing	10%
Frame, Cover and Invert Installation	10%

#### Item 6 – Core Existing Manhole

This item includes all labor, materials and equipment required to core an existing manhole and furnish and install a new boot for new sewer main.

Measurement shall be per manhole core completed.

Payment shall be at the unit price in the bid schedule.

#### Item 7 – 8” DIPS HDPE Water Main

This item includes all labor, materials and equipment required to furnish and install the new 8” water main as described in the contract documents. This includes: site work, temporary water complete, new pipe, fittings, gaskets, bolts, mechanical joint restrainers, adapters, couplings, pipe fusing, thrust blocks, installation, flushing, testing, and disinfection.

Measurement shall be in linear feet, to the nearest whole foot, measured continuously through all valves and fittings.

Payment shall be at the unit price in the bid schedule. Partial payments shall be according to the following schedule:

Installation and Backfill	Bid Price less \$15.00/lf
Successful Testing and Disinfection	\$5.00/lf
Surface Restoration*	\$10.00/lf

\* Includes backfill, grading, cleanup and removal of excess materials

#### Item 8 – 8” Gate Valves

This item includes all labor, materials and equipment required to furnish and install 8” gate valves with boxes as described in the contract documents. This includes: site work, valves, gaskets, bolts, mechanical joint restrainers, valve box aligners, valve boxes, installation and any adapters necessary.

Measurement shall be per valve installation completed.

Payment shall be at the unit price in the bid schedule.

#### Item 9 – Hydrant Assemblies

This item includes all labor, materials and equipment required to furnish and install new hydrant assemblies as described in the contract documents. This includes: site work, fittings, tee at main, 6" branch main from main to hydrant, 6" branch valve with box, gaskets, bolts, mechanical joint restrainers, field-loc gaskets for all push-on joints, couplings, thrust blocks, trench insulation, installation, painting, flushing, and testing. This also includes and any adapters and or nipples necessary to adapt from PVC or HDPE to ductile iron for the main line tee.

Measurement shall be per hydrant assembly completed.

Payment shall be at the unit price in the bid schedule

#### Item 10 – 1” Corporation

This item includes all labor, materials and equipment required to furnish and install 1” corporations for water services as described in the contract documents. This includes: tapping the main, saddles (where required), installation of the corporation and connection to the copper tubing. All site work is incidental to the service pipe pay item.

Measurement shall be per corporation installed.

Payment shall be at the unit price in the bid schedule.

#### Item 11 – 1” Curb Stop

This item includes all labor, materials and equipment required to furnish and install 1” curb stops and boxes for water services as described in the contract documents. This includes: connecting the copper tubing to the curb stop and installing the curb stop and box. All site work is incidental to the service pipe pay item.

Measurement shall be per curb stop and box installed.

Payment shall be at the unit price in the bid schedule.

#### Item 12 – 1” CTS HDPE Water Service

This item includes all labor, materials and equipment required to furnish and install 1” copper water service as described in the contract documents. This includes: site work, pipe, three-part connectors, connections, trench insulation, and installation. This item shall also include all work required to connect the new service to the existing service (where applicable) following acceptance of the new water mains.

Measurement shall be in linear feet, to the nearest whole foot, measured from the corporation to the connection with the existing service.

Payment shall be at the unit price in the bid schedule. Partial payments shall be according to the following schedule:

Installation & Backfill	Bid Price less \$15.00/lf
Surface Restoration	\$15.00/lf

#### Item 13 – Test Pits

This item includes all labor, materials and equipment required to provide test pits at locations described in the contract documents or as directed by the Engineer. This includes: measurements and documentation, site work, and coordination.

Measurement shall be per test pit completed.

Payment shall be at the unit price in the bid schedule.

#### Item 14 – Trench Pavement

This item includes all labor, materials and equipment required to furnish and install replacement permanent pavement as described in the contract documents. This includes: site work, fine gravel, grading the gravel surface, cutting pavement where applicable, tack, furnishing and installing hot bituminous pavement in layers (see Section 02605), compaction and traffic control. Repair, replacement and shimming of pavement due to settled trenches, within the one-year guarantee period, shall be incidental to this item. No additional payment will be made for shimming.

Measurement shall be per ton of pavement installed within the maximum pay limit of 4' from centerline of the pipes and the payment depth specified. For the purposes of this pay item a ton of pavement is defined as a volume measure of 13.0 cubic feet of in place compacted pavement located within the pavement pay limits. Pavement disturbed beyond this limit shall be replaced at the Contractor's expense.

Payment shall be at the unit price in the bid schedule.

#### Item 15 – Bituminous Curb

This item includes all labor, materials and equipment required to install the bituminous curbing as described in the contract documents. This item includes: tacking, curb installation and repairs. The cost of the base pavement required under and behind the curbing shall be considered incidental to the curbing.

Measurement shall be in linear feet.

Payment shall be at the unit price in the bid schedule.

#### Item 16 – Ledge Excavation

This item includes all labor, materials and equipment required to excavate ledge as described in the contract documents. This includes: Blasting permit, preblast survey, vibration monitoring, signing, drilling, site work, blasting, excavation, disposal of blasted ledge, and replacement material (including material, backfill and compaction). Replacement material (including granular bedding) for blasted ledge is considered incidental to the unit price for ledge. Finely blasted ledge (6" minus) may be used in fill areas or as trench backfill, if approved by the Engineer.

Ledge excavation and measurement shall comply with Section 02101. Measurement shall be per cubic yard, to the nearest whole yard, within the limits of payment. Measurements shall be taken prior to any blasting. Ledge not measured or verified by the Engineer will not be authorized for payment. Measurements for ledge in trenches shall be made at 20 foot intervals along the centerline of the pipe. The ledge will be measured using the average end area method utilizing the elevations, the payment depth (6" below pipe invert), the payment width and the measurement interval.

The ledge payment width shall be 3' for pipes 18" or less in inside diameter.

The ledge payment width shall be:

- 3' for pipes 18" or less in inside diameter.
- Pipe inside diameter plus 2' for pipes over 18" in inside diameter.
- 5' for double pipe trenches (sewer pipe and force main).

Pay limits for manholes and catch basins shall be 12" below the structure and 2' outside the structure.

Payment shall be at the unit price in the bid schedule.

**PAYMENT APPLICATION NO.**

Page \_\_\_\_ of \_\_\_\_

**Project -** \_\_\_\_\_

Date \_\_\_\_\_

Owner: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_**SUMMARY OF APPROVED CHANGE ORDERS**

No.	Date	Amount
1		
2		
3		

**Total**

I certify the amounts stated on this Application for work completed and materials stored are true and in accordance with the Contract, and that the current payment shown herein is now due. I further certify that I have paid all amounts stated on previously certified applications for which payment has been received from the OWNER.

By: \_\_\_\_\_ Date : \_\_\_\_\_  
Contractor

In accordance with the Contract Documents (based on on-site observations and the data comprising this application) the ENGINEER states that he has reviewed this application and that to the best of his knowledge, information and belief the work is in accordance with the Contract Documents and the CONTRACTOR is entitled to the Current Payment Due.

By: \_\_\_\_\_ Date : \_\_\_\_\_  
Dirigo Engineering

The review and acceptance of partial pay estimates by Owner or AGENCIES does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.

By: \_\_\_\_\_ Date : \_\_\_\_\_  
OwnerBy: \_\_\_\_\_ Date : \_\_\_\_\_  
Funding AgencyBy: \_\_\_\_\_ Date : \_\_\_\_\_  
Funding Agency**STATEMENT OF THE CONTRACT ACCOUNT**

Pay Period \_\_\_\_\_ to \_\_\_\_\_

Contract Signing Date \_\_\_\_\_

Contract Completion Date \_\_\_\_\_

Original Contract Sum \_\_\_\_\_

Total of Change Orders \_\_\_\_\_

Adjusted Contract Sum \_\_\_\_\_

Previous Applications

Work Completed \_\_\_\_\_

Retainage \_\_\_\_\_

Total of Payments \_\_\_\_\_

**Current Application****Work Completed** \_\_\_\_\_**Retainage** \_\_\_\_\_**Current Payment Due** → \_\_\_\_\_

Total of All Applications

Work Completed \_\_\_\_\_

Retainage \_\_\_\_\_

Total of Payments To Date \_\_\_\_\_

**SUMMARY OF PROJECT PAYMENTS**

No.	Date	Amount
1		

**Total** \_\_\_\_\_

## Project -

Date \_\_\_\_\_

Subtotal					
Retainage					
Total					

**Project -** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

[illegible]



Owner:

Contractor:

The CONTRACTOR is hereby directed to make the following changes to the above named contract:

Total Change this Change Order

\$ -

CONTRACT STATUS	CHANGE ORDER ACCEPTANCE
Contract Signing Date	By: Date :
Current Completion Date	Owner:
Days added this Change Order	By: Date :
The new date of completion is	Contractor:
Original Contract Sum	By: Date :
Total of Prior Change Orders	Engineer : Dirigo Engineering
Current Contract Sum Prior	By: Date :
Change this Change Order	Funding Agency
New Contract Sum	By: Date :

## SECTION 01300 SUBMITTALS

### 01300.01 GENERAL

Submit to the Engineer shop drawings, project data and samples for all products, materials and equipment proposed for the completed project. A 14-day review period will be required for all submittals. Review of submittals is for general compliance with the contract documents. No responsibility is assumed by the Engineer for the correctness of dimensions or details.

Review of submittals by the Engineer shall not relieve the Contractor from responsibility for any variation from the requirements of the contract documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission and the Engineer has given written approval of each such variation by a specific written notation thereof. The Engineer's review of submittals shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Electronic copies of submittals are acceptable if they are in pdf format and legible. If submitting paper submittals, four (4) copies are required. Illegible copies will be rejected.

### 01300.02 SHOP DRAWINGS, PROJECT DATA, SAMPLES

All submittals shall bear a note and signature indicating that they were reviewed by the Contractor and found to be in conformance with the contract documents.

Any material or equipment submitted for review which is arranged differently or is a different physical size from that shown or specified shall be accompanied by shop drawings indicating the different arrangements of size and the method of making the various connections to the equipment. The final result will be compatible with the system or structure as designed.

Submittals for minor materials and equipment may be waived with the written approval of the Engineer.

### 01300.03 REQUIRED SUBMITTALS

A. All materials and equipment with AIS certifications.

B. Schedule of Values:

When requested by Engineer, submit a schedule of values for each bid item for use in determining partial payments for various bid items.

C. Work Plan:

Submit a detailed work plan that provide the sequence of work, timing of major tasks, list of subcontractors and their responsibilities, etc.

D. Construction Schedule:

Submit a time schedule, showing complete sequence of construction by activity, prior to commencement of work. Update the schedule monthly showing changes occurring since previous submission.

Distribute copies of reviewed schedules to subcontractors and other concerned parties. Instruct recipients to report any inability to comply and provide detailed explanation with suggested remedies.

E. Erosion and Sediment Control Plan:

Submit a detailed erosion and sediment control plan showing materials, methods, and locations of proposed erosion and sediment control measures.

F. Bypass Plan:

Submit a detailed bypass/pumping plan for when final connections are made.

## SECTION 01400 QUALITY CONTROL

### 01400.01 GENERAL

The Contractor shall at all times be responsible for maintaining all disturbed areas of the job site. This is to include periods of work suspended due to cold weather. When the Owner recognizes defective conditions he shall notify the Engineer who will in turn notify the Contractor. The Contractor will be given a reasonable amount of time, depending on the degree of the problem, to correct the condition. Examples of defective conditions shall include, but not necessarily be limited to, trench settlement, erosion, pot holes, washouts, etc.

### 01400.02 CONSTRUCTION MATERIALS

It is the Contractor's sole responsibility to provide and use only new materials, new products and new equipment that meet the requirements of the plans and specifications and will result in a completed project that is durable and of high quality in all respects. The Engineer may request samples of any material that the Contractor proposes to use. Such samples shall be of sufficient size and quantity to allow appropriate testing of the sample. The Owner shall bear all cost of obtaining and providing such sample. The Owner shall bear all cost of testing the sample. However, if testing shows that a sample does not meet the requirements of the plans and specifications, the Contractor shall reimburse the Owner for all costs incurred by the Owner as a result of testing the sample.

The Contractor shall provide equipment and parts from a single manufacturer to the greatest extent possible. This is to facilitate ease of service, maintenance and parts replacement. Engineer reserves the right to reject proposed equipment from various manufacturers if suitable materials are available from fewer manufacturers, and to require that source of materials be unified to the maximum extent possible.

### 01400.03 CONSTRUCTION REVIEW

The Owner or Engineer or his representative will provide whatever Construction Review that he feels is necessary. Such Construction Review in no way reduces the Contractor's responsibility for supervision or quality control. The Contractor shall cooperate fully in the Owner's or Engineer's Construction Review efforts. The Contractor shall keep the Engineer informed of work in progress as well as the schedule of work to be done. The Contractor shall allow complete access to the project by the Owner, Engineer, and any representatives of any regulatory or funding agencies. The Engineer will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

#### 01400.04 TESTING

The Contractor shall perform all testing specified in the contract documents unless the test is specifically noted to be done by the Owner or Engineer. The Contractor shall notify the Engineer at least 48 hours in advance of any proposed testing and obtain approval for the proposed testing time. Testing times must be coordinated with the Engineer. In general, Fridays and weekends are not acceptable times for testing.

## SECTION 01650 PROJECT DRAWINGS

### 01650.01 GENERAL

The drawings contained in the list on the Title Sheet of the Project Drawings are a part of these contract documents. If a conflict exists between the drawings and the specifications, the specifications shall take precedence. This specification is intended as a guide to interpreting the drawings. Reference made elsewhere in the contract documents to Contract Drawings, Plans or Drawings shall all be taken to mean Project Drawings.

### 01650.02 LEGENDS

Standard drawing symbols are used where possible on the drawings. The drawings may contain both general and specific legends. A specific legend on a drawing will take precedence over a general or project-wide legend.

### 01650.03 SCALES

The scale of the drawings will be marked on the individual drawings. Profile drawings are typically drawn with a different horizontal and vertical scale. This will provide for more detail in the profile, however there will also be some distortion and minor direction changes will look much sharper in the profile than they actually are.

### 01650.04 CONTOUR LINES

Existing contour lines will be shown in the plan view as dashed (or lighter) lines. New or final contour lines will be shown as solid (or darker) lines. The work in the contract includes all cut, fill, and grading required to bring the site grades to the new contour lines.

### 01650.05 EXISTING UTILITIES/STRUCTURES

The location of all existing structures and utilities shown on the plans are approximate. The structures and utilities were located using reasonable methods such as locating pipes at manholes, catch basins, gate valves and daylights. The location of pipes shown between these points shall be considered approximate and care shall be exercised when working near them or when excavations approach them.

Existing Utilities are covered in detail in Section 02020.

## SECTION 01655 AS-BUILT RECORDS

### 01655.01 GENERAL

Maintain accurate as-built records throughout the construction project. A complete bound copy of these as-built records shall be delivered to the Engineer before final payment is made. The Engineer will supply the Contractor with the needed plans and forms. The Contractor shall complete the drawings and records.

### 01655.02 AS-BUILT DRAWINGS

The Contractor shall maintain a set of the construction drawings on the site at all times for the purpose of recording the actual configuration of the final work. The drawings shall show in a neat and legible fashion the final configuration of the constructed project, existing utilities, ledge, etc.

### 01655.03 MANUFACTURER'S LITERATURE

The Contractor shall submit copies of manufacturers' literature to the Engineer for inclusion in the project Operations and Maintenance Manual. The literature shall include installation instructions, warranty certificates, operating instructions, maintenance instructions, maintenance schedules and other relevant data.

### 01655.04 UTILITY LOCATIONS

The Contractor shall maintain a neat and accurate bound utility location book on the site at all times for the purpose of recording the location and arrangement of all manholes, catch basins, valves, tees, bends, fittings, service corporations, curb stops, couplings, sewer service tees, ends of sewer services, repairs, etc. The type of pipe and depth shall be noted. Before payment for any work shall be authorized, Utility Location Sheets shall be supplied to the Engineer for any work for which the Contractor is requesting payment.

The Engineer will supply the Contractor with a bound book containing the attached form. The Contractor shall be responsible for all labor to complete the utility locations.

## UTILITY LOCATION SHEET

Utility: \_\_\_\_\_ Street: \_\_\_\_\_

Project: \_\_\_\_\_ Dwelling No.: \_\_\_\_\_

Project Contractor: \_\_\_\_\_ Occupant: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Located By: \_\_\_\_\_ Station \_\_\_\_\_

### LOCATION DIAGRAM

Remarks: Depth of cover: \_\_\_\_\_ Type & Size: \_\_\_\_\_

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SECTION 01710  
TEMPORARY SERVICES AND CONNECTIONS

01710.01     GENERAL

Furnish all labor, materials and equipment required to provide temporary connections, temporary relocations and temporary service required for completion of the project. Temporary services and connections shall be incidental to the overall conduct of the work and shall be included in the individual items at the Contractor's option per Section 01150.02.

01710.02     TEMPORARY CONNECTIONS

The Contractor shall make all temporary connections necessary for the proper completion of the project. The temporary connections shall be maintained by the Contractor until no longer needed and then they shall be removed with fittings properly capped and holes properly plugged.

DIVISION 2  
SITE WORK

**General**

Potable Water Contact	02001
Existing Utilities	02020
Traffic Control	02030
Dust Control	02050
MDOT Permit	02096

**Sitework**

Earth Work	02101
Supplemental Unit Prices	02150

**Structures**

Project Sign	02210
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**Miscellaneous**

Trench Insulation	02551
Geotextiles	02560

**Surfacing**

Bituminous Pavement	02605
Loam and Seed	02670

**Water Systems**

Ductile Iron Pipe	02701
Water Main & Appurtenances	02707
Abandonment of Water Mains	02708
Gate Valves	02710
Fire Hydrants	02715
Couplings	02717
Water Main Testing	02720
Water Main Disinfection	02721
Water Services	02730

**Sewer Systems**

Sewer Main Replacement	02800
Gravity Sanitary Sewers	02801
Sewer Main Testing	02820
Gravity Sewer Services	02830
Manholes	02850

SECTION 02001  
POTABLE WATER CONTACT

02001.01     GENERAL

All components and materials that will be in contact with the finish water when the project is complete shall be certified to be in compliance with ANSI/NSF Standard 61. This includes but is not limited to piping, valves, fittings, pumps, tanks, meters, and other appurtenances, etc.

## SECTION 02020 EXISTING UTILITIES

### 02020.01 DEFINITIONS

“utilities” - is defined in Section 02020 as physical property such as pipes, cables or structures used for water, sewer, storm drain, electrical, telephone, communications, cable TV, etc. This also includes signs, sign posts, light posts, fences, etc. This does not include individual house sewer services or water services.

“Association” - is defined in Section 02020 as public or private organizations which own, maintain or service "utilities."

### 02020.02 GENERAL

The Contractor is required by law to contact Dig Safe and local water/sewer “Associations” at least 3 business days prior to beginning any excavation work. The Dig Safe telephone number is 1-888-DIG-SAFE.

The Engineer has made a careful attempt to locate all existing "utilities" that are in the area of the project. These are shown on the Contract Drawings. Interferences that are shown on the Contract Drawings shall be corrected at the Contractor's expense. The locations of the existing utilities shown on the plans were compiled from field survey and various other sources. Locations are approximate and not guaranteed to be accurate nor is it guaranteed that all utilities are shown.

### 02020.03 WATER MAINS, SEWER MAINS AND UNDERGROUND CABLES

Prior to starting work on any portion of the project the Contractor shall give sufficient notice to all applicable "Associations" so that they may mark the location of their “utilities.” The Contractor shall also inspect the area to verify the location of "utilities" shown on the plans and to check for any oversights or discrepancies. If "utilities" are located which are not shown on the plans, the Contractor shall notify the Engineer so that adjustments can be made if necessary to eliminate any conflict with the new work.

The Contractor shall follow responsible excavation practices at all times. When approaching a buried “utility,” manual excavation shall be used to locate them. It is the Contractor's responsibility to provide undisturbed maintenance for all structures that may be affected by the excavation. This includes structures both above and below grade. In instances where excavations are made in close proximity to utility poles or other structures, it shall be the contractor’s responsibility to notify the “Associations” and to provide support for the poles while the excavation is being done. Any costs associated with this shall be borne by the Contractor.

If “utilities” are interrupted, the Contractor shall immediately notify the “Association.” The “Association” shall inspect the damage and make suitable repairs or instruct the Contractor to make suitable repairs. If a “utility” is shown on the drawings, located by an “Association” or could have been located by the Contractor by a simple inspection of the site, then the cost of any needed repairs, including materials and labor shall be borne by the

Contractor. If a “utility” not shown on the plans, not located by an “Association” or not able to be located by the Contractor by a simple site inspection is accidentally damaged, the cost of repairs shall be borne by the Owner.

In all cases, satisfactory backfilling and maintenance of the trench is the Contractor's responsibility. The Engineer and the “Association” shall inspect all repairs by the Contractor to broken or damaged “utilities.” Approval of the repairs must be obtained by the Contractor prior to covering the work. The Contractor shall remain responsible for the integrity of broken “utilities” even after the work has been backfilled. The Owner has complete authority to stop work if the Contractor is doing excessive damage to “utilities,” appropriate repairs are not being made, or other precautions are not being taken to minimize damage to existing “utilities.”

The Contractor shall not make any claims against the Owner for delays in the progress of his work that are less than one day in duration and are caused by an interference not shown on the Contract Drawings. A delay shall exist when the work cannot progress because of an interference and no other work on the project is available for the men and machinery at that time. If the delay lasts more than one day, the Contractor may be compensated, based on hourly payroll and equipment rental rate, by the Owner for the actual costs for each day after the initial day. Compensation will not be based on the amount of work that might have been accomplished.

#### 02020.04 OVERHEAD UTILITIES, UTILITY POLES, SIGNS AND SIGN POSTS

The Contractor shall follow responsible excavation practices at all times. When approaching an overhead “utility”, caution shall be used to avoid damage. It is the Contractor’s responsibility to provide undisturbed maintenance for all structures that may be affected by the excavation. This includes structures both above and below grade. In instances where excavations are made in close proximity to utility poles or other structures, it shall be the Contractor’s responsibility to notify the “Associations” and to provide support for the poles while the excavation is being done. Any costs associated with this shall be borne by the Contractor.

Do not remove structures without receiving approval of party having jurisdiction. Reinstall structures to satisfaction of party having jurisdiction.

#### 02020.05 INDIVIDUAL SERVICES

No effort has been made by the Engineer to show existing individual "utility" services. The Contractor shall assume that each structure along the route of the work has at least one set of “utility” services. The Contractor shall make no claims against the Owner for services not shown on the Contract Drawings.

The Contractor shall be responsible for locating all existing sewer and water services prior to excavating. All equipment needed to locate services, including detectors and locators, shall be provided by the Contractor. The Contractor shall take every reasonable precaution to protect and preserve the integrity of these services.

The Contractor shall ask the “Association” to provide assistance in locating the individual services. However, the Contractor shall still have complete responsibility for their location.

Assistance provided by the Owner, Engineer or “Association” shall not relieve the Contractor of his responsibility for their location. Exploratory excavations done to attempt to locate individual services shall be done at the Contractor's expense. This includes locating existing service lines that are to be connected to new service lines.

If services are interrupted, the Contractor shall immediately notify the “Association” and make suitable repairs to the service.

The Engineer and “Association” shall inspect all repairs to broken or damaged services, and approval of the repairs must be obtained by the Contractor from the Engineer prior to covering the work. The Contractor shall remain responsible for the integrity of broken services even after the work has been backfilled. The Owner has complete authority to stop work if the Contractor is doing excessive damage to the services and appropriate repairs are not being made or other precautions taken to minimize damage to existing services.

#### 02020.06 REPAIRS TO EXISTING UTILITIES

The methods and equipment to complete repairs must be approved by the Association and Engineer. In general, the following methods of connecting and repairing pipes shall apply:

##### Gravity Sewer and Storm Drain Mains:

Straight and transition couplings for mains shall be non-shear sewer couplings Style LSS1, LSS2 or LSS3 as manufactured by Romac Industries, Inc., or approved equal. Romac Industries Style 501 ductile iron coupling with interchangeable gasket, or Romac Macro 2 Bolt couplings are acceptable. Cast couplings and fittings made specifically for the pipe materials may also be used.

##### Water Mains and Sewer Force Mains:

Cast couplings, MJ solid sleeves; fittings made specifically for the pipe materials used.

##### Water Services:

Brass compression couplings; cast couplings; fittings made specifically for the pipe materials used. Connections to PE tubing shall utilize SS inserts and brass compression couplings.

##### Culverts:

Approved connecting bands; flexible rubber compression couplings; fittings made specifically for the pipe materials used.

#### ~~02020.07 ASBESTOS CEMENT PIPE~~

~~This project includes work near and on existing transite/asbestos cement pipe. Comply with all Federal, State and local regulations regarding disturbing, modifying or working on existing asbestos utility pipes. Asbestos cement pipe shall be removed and disposed of.~~

~~Asbestos cement pipes and fittings that are to be removed and disposed of shall be done using Best Management Practices. Best Management Practices shall include as a minimum:~~

- ~~✓ Using care to limit breakage~~
- ~~✓ If breaks occur, wet down pieces with water/detergent solution prior to entering trench or handling pieces~~
- ~~✓ Place broken pieces in 2 layers of 6 mil polyethylene bags and seal~~
- ~~✓ Place unbroken pipe and fittings, and bags with broken pieces in containers (dumpsters) that are lined with 2 layers of 6 mil polyethylene~~
- ~~✓ Container shall be labeled~~
- ~~✓ Container shall be locked when left unattended during non-working hours such as nights and weekends~~

~~Containers must be transported by a driver with a Special Non-Hazardous Waste transporters license. Disposal must be at a landfill approved by the State of Maine to accept non-friable asbestos cement pipe.~~

~~All employees who will be in the trench collecting the asbestos cement pipe and fittings shall be trained in accordance with 29 CFR 1926.1101 Class II. Contractor shall utilize all required safety equipment and procedures.~~

~~No special permits or notifications are needed provided these Best Management Practices are followed. It is recommended that the Maine DEP Asbestos Program and OSHA are notified prior to the start of construction to review requirements and proposed methods.~~

## SECTION 02030 TRAFFIC CONTROL

### 02030.01 GENERAL

Supply all labor, materials and equipment necessary to control traffic for the safety of workmen, pedestrians, vehicular traffic and the general public.

### 02030.02 REQUIREMENTS AND COMPLIANCE

Coordinate with local and state authorities and establish traffic control procedures to comply with all authorities having jurisdiction. Provide a traffic control plan to local authorities, the MDOT and the Owner. All traffic control procedures and signing shall comply with MDOT requirements and the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep local police and fire officials informed at all times regarding the work location and the effect it will have on traffic patterns. Traffic control procedures shall not interfere with the normal daily traffic flow in the area. Coordinate work sites to facilitate traffic flow and avoid traffic backup and delays.

### 02030.03 CONTROL METHODS

Provide project signing at the project limits as shown on the attached detail and as required by MDOT. Provide signing and barricades on either end of the actual construction location. Speed limit signs shall be posted with a 25 MPH speed limit. All barricades, signs and signing layouts shall meet MDOT and MUTCD specifications.

At least one traffic control person shall be located at each of the construction locations or work areas. A minimum of two traffic control personnel shall be provided at each construction location or work area where only one lane of traffic will be maintained. The traffic control personnel shall be in radio communication with each other at all times and shall wear fluorescent vests and direct traffic with standard reflective stop/slow flagger signs.

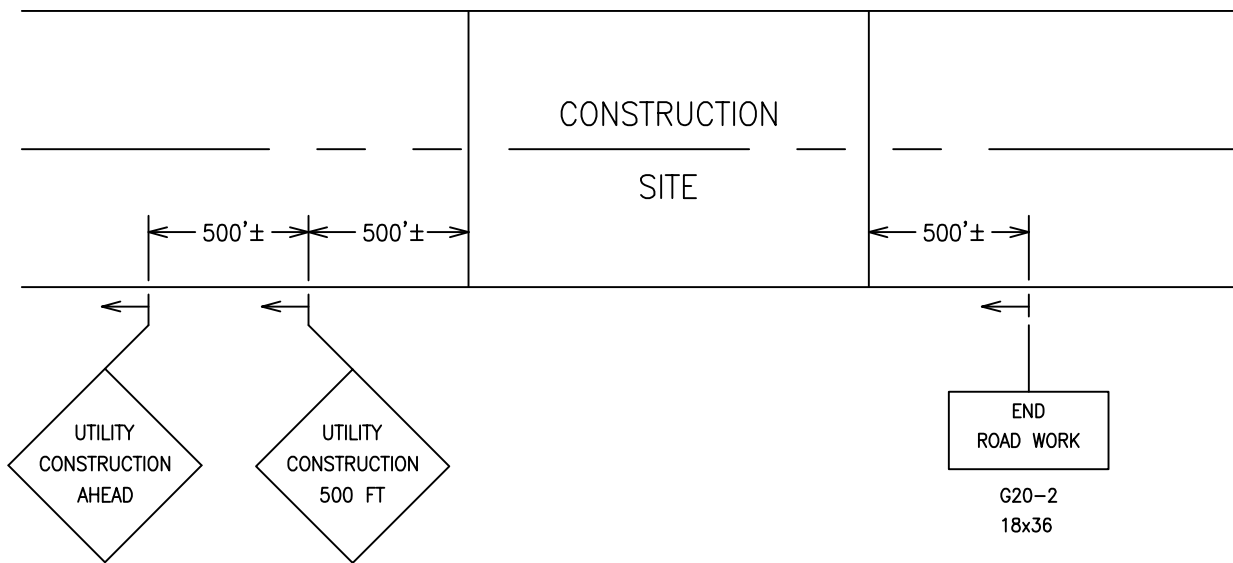
Work will be allowed only during daylight hours. MDOT and MUTCD approved flashing lights and barricades shall be used for proper safety at night.

### 02030.04 STREET CLOSINGS AND DETOURS

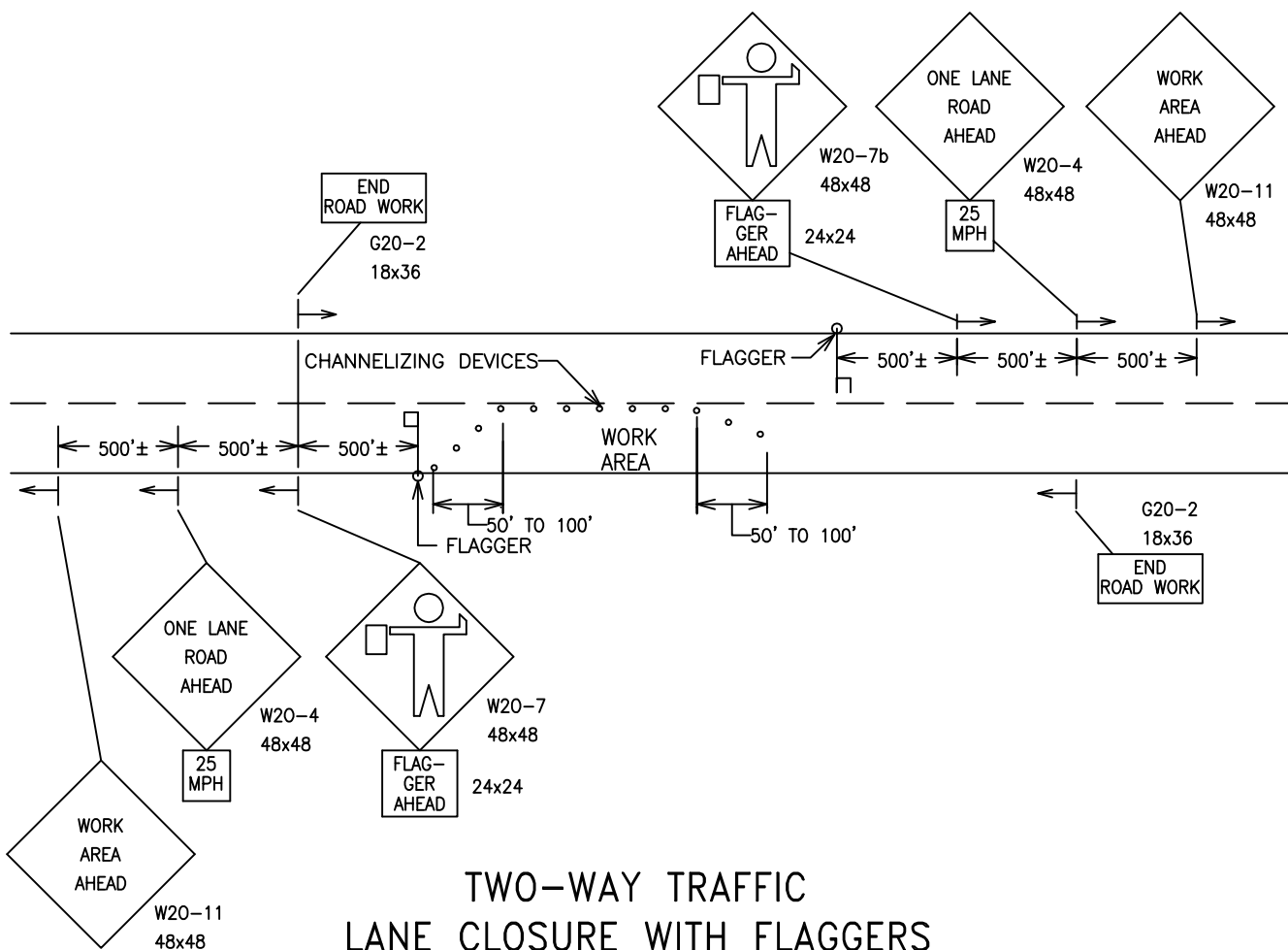
No streets shall be closed or detours utilized without specific written permission of the local authorities having jurisdiction. If street closings are allowed, then "street closed" signs shall be placed at all intersections adjacent to the work area to prevent traffic from entering. The contractor shall be responsible for maintaining access to all businesses and residences at all times. One lane shall be maintained for local traffic on all closed streets at all times. At the end of each workday complete street access shall be restored on all streets.



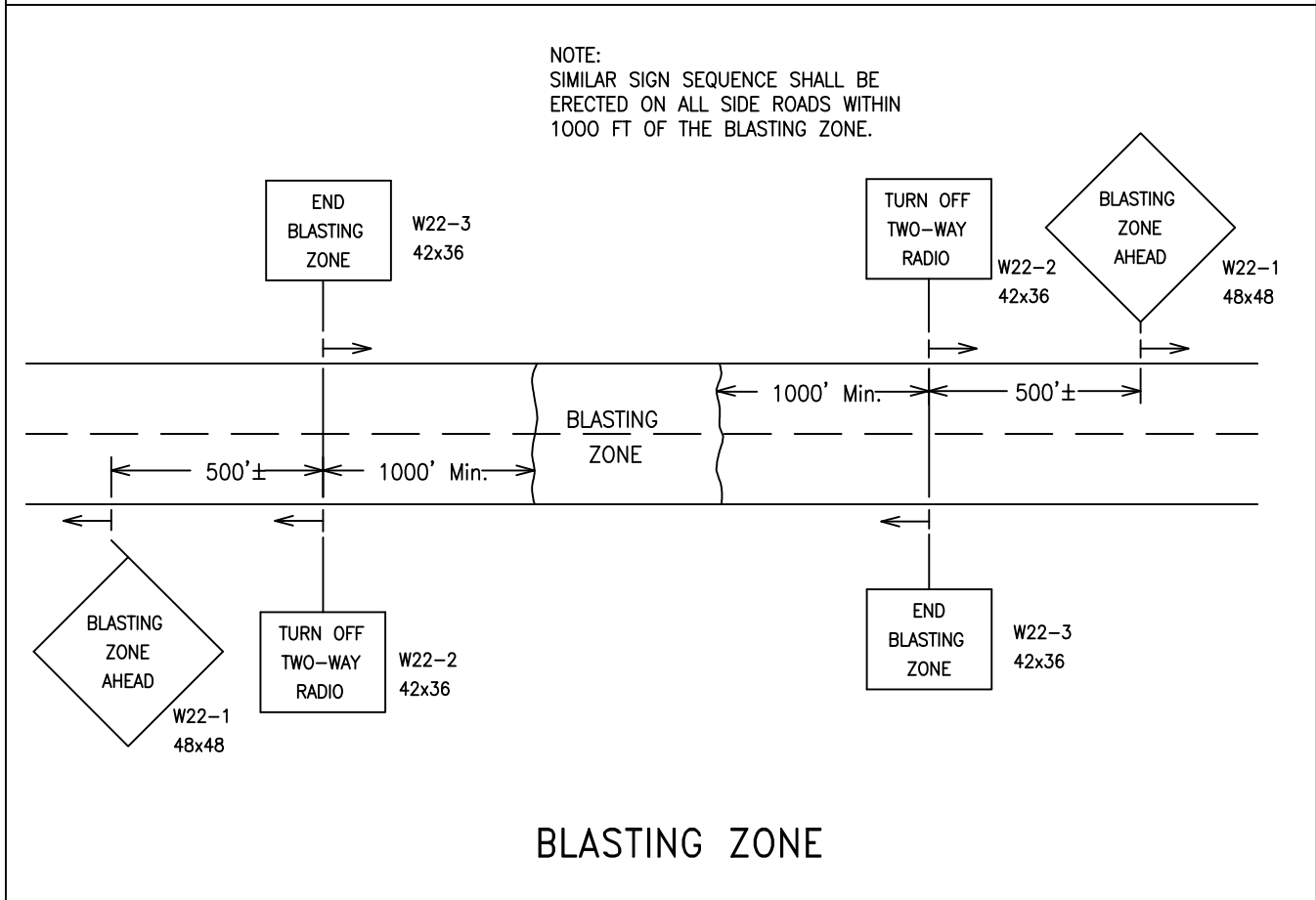
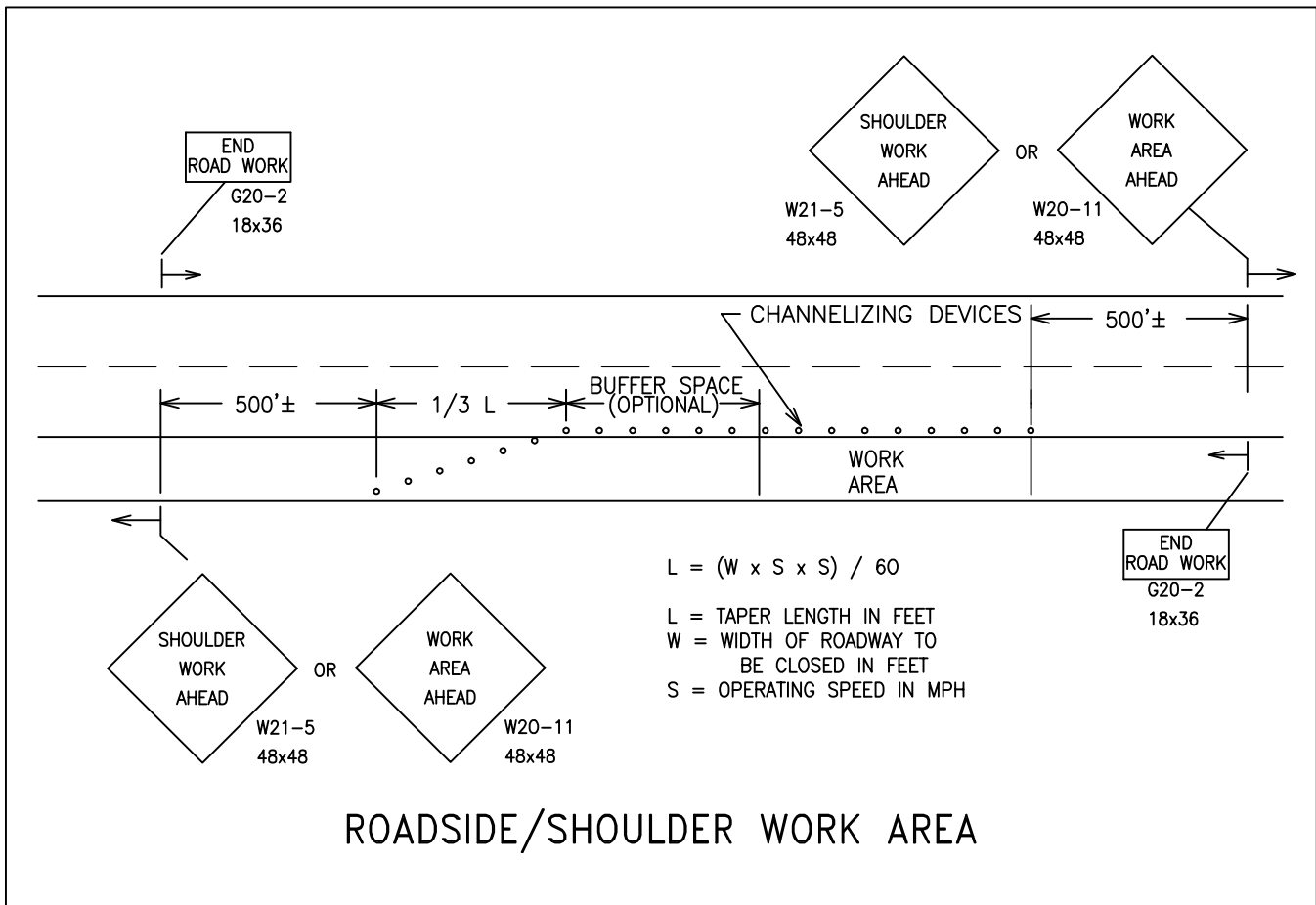
NOTE: SIGNS ARE REQUIRED FOR ALL PROJECT APPROACHES INCLUDING SIDE ROADS.



TYPICAL PROJECT SIGNING



TWO-WAY TRAFFIC  
LANE CLOSURE WITH FLAGGERS



## SECTION 02050 DUST CONTROL

### 02050.01 GENERAL

Furnish all labor, materials and equipment necessary to control dust caused by work related to this project. Dust control (water, calcium chloride and sweeping) shall be considered incidental to the appropriate pipe bid item. Dust control shall proceed concurrently with pipe installation.

When notified by the Engineer that dust is causing problems, the Contractor shall immediately implement approved dust control procedures.

### 02050.02 MATERIALS

Water for sprinkling shall be clean, free of salt, oil or other injurious matter.

Calcium chloride shall conform to requirements of AASHTO M144 (ASTM D 98).

### 02050.03 CONSTRUCTION METHODS

All paved areas in the vicinity of trenches shall be swept at the end of each working day. Excavated material shall not be placed directly on gravel or paved surfaces.

Apply water by approved methods and with equipment including a tank with gauge equipped pressure pump and spray bar, dispersing water through nozzles at 20 psi or more.

Apply calcium chloride at a rate sufficient to maintain a damp surface, but low enough to assure non-contamination of water courses. Calcium chloride shall not be applied to paved surfaces.

SECTION 02096  
MAINE DOT PERMITS

02096.01     GENERAL

The Town of Limerick has or will obtain Utility Location and Road Opening Permits from the Maine Dept. of Transportation for the proposed project. These permits are attached. Contractor shall comply with the provision of these permits on Maine DOT roadways.

## **Maine Highway Opening Permit Standard Conditions**

Conditions. All permits shall be granted subject to the following conditions.

1. The traveling public shall be adequately protected.
  - a) At least one-way traffic shall be maintained at all times.
  - b) Work shall be signed, lighted and traffic officers will be supplied when necessary. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.
2. Construction methods shall be such that excessive excavation and excessive destruction of pavement will be avoided. Pavements shall be cut in advance along the proposed edges of excavation. All trench work shall comply with current OSHA regulation.
3. The backfill material shall be as follows:
  - a) Top 12 inches, or full depth of gravel base in more recently constructed highways, shall conform to the Department's gravel base specifications.
  - b) All other backfill shall be equivalent to material removed, except that special backfill of suitable material may be used immediately around pipe, cable, conduit, etc. or to replace material which cannot be compacted.
  - c) The permittee may, in the interest of good public relations, place a temporary bituminous mix on trench. The placing of the temporary bituminous mix will not reduce the opening fee.
4. Backfill material shall be uniformly distributed in layers of not more than 8 inches and thoroughly compacted by use of approved mechanical compactors before successive layers are placed. Water shall be added when necessary to increase the moisture content of the backfill material in order to obtain adequate compaction. Puddling or jetting of backfill will not be allowed. Base materials for highways under construction shall be compacted in accordance with the applicable Department specifications.
5. Surplus material shall be removed from the site and the area shall be left in a clean, presentable condition.
6. Permanent pavement shall be replaced to the full depth and extent of the existing pavement removed. This work is to be done by the permittee as described in Section II.c.
7. Compliance with the terms and conditions of this permit shall be the responsibility of the permit holder. The Department of Transportation will not assume any liability for damages arising out of or resulting from a violation of the permit terms.
8. The MaineDOT reserves the right, after due notice in writing to the holder of the permit:
  - a) To provide such supervision and inspection as it may deem necessary.
  - b) To re-excavate and backfill as may be necessary.
  - c) If the area is improperly and unsatisfactorily cleaned up, clean up the area.

d) To charge the holder of the permit the cost of all work performed under reservations (a, b, and c above); which charge will be in addition to the normal fee for opening the highway and will be included in the bill to permit holder.

9. After the excavation has been made and backfilled, the actual square yardage of disturbed area, including any areas adjacent to the installation disturbed by blasting or other similar cause, will be measured by a representative of the MaineDOT. If the final permit fee based upon actual measurements differs from the estimated permit fee, an adjustment will be made either in the form of a refund or bill showing the additional amount due. In the case of a Special Opening Permit, the estimated permit held in escrow will be refunded to the permittee, less 10% of the final permit fee, upon satisfactory repair of the roadway by the permittee.

**This project received an opening permit under the MDOT State Agency Addendum. The following conditions are applicable.**

- A pre-construction video survey of the roadway work area be completed and submitted to the MaineDOT before work commences.
- All work must be to the satisfaction of MaineDOT following a final inspection by MaineDOT representatives before final payment is made.
- All requirements dealing with roadway rehabilitation and traffic control contained in the MaineDOT's Rules, Regulations and Policies, and Special Opening Permit are a part of this specification.
- The Contractor shall guarantee all roadway rehabilitation work for one full year from substantial completion of the project. Any corrective measures necessary during this warranty period shall be the responsibility of the Contractor.

## SECTION 02101 EARTH WORK

### 02101.01 GENERAL

Supply all labor, materials and equipment necessary to perform all earth work for the project.

The following subsections are included in this specification:

02101.02	Construction Methods
02101.03	Site Preparation
02101.04	Excavation
02101.05	Borrow and Bedding Material
02101.06	Backfilling
02101.07	Cleanup
02101.08	Erosion Control

### 02101.02 CONSTRUCTION METHODS

The Contractor shall use responsible and safe construction and excavation practices. The Contractor shall verify the condition of the site and neighboring properties and structures prior to beginning work. The Contractor shall use construction methods and equipment of the appropriate size so as to not produce damage, excessive noise, or vibrations on neighboring properties.

Monitoring of vibrations from site work, excavation, and compaction procedures shall be done by the Contractor. It is recommended that the Contractor complete a pre-work survey of the site and neighboring properties to document their condition and determine what construction methods are appropriate.

### 02101.03 SITE PREPARATION

#### A.) General

Supply all labor, materials and equipment necessary to prepare the site for excavation and/or construction. Site Preparation includes layout, clearing, grubbing, and stripping. Before removing any structure or vegetation, the Contractor shall obtain approval of the party having jurisdiction. Prior to beginning any excavations in paved areas the pavement shall be cut at the limits of the excavation.

B.) Clearing

Cut and remove all trees, brush, and undergrowth in areas designated for clearing. Protect all vegetation outside the limits of the areas designated and any trees or vegetation so designated within the area. The Engineer shall be contacted prior to removal of any trees within the site boundaries. Any branches which must be removed from standing trees shall be removed in accordance with established arborists' practices. All scars and cuts in standing timber shall be painted with tree paint. Dispose of all removed vegetation in a satisfactory manner.

C.) Grubbing

Remove all material, both natural and man-made, in the areas designated on the plan for excavation and/or construction. This includes roots, stumps, rocks, boulders, pavement, curbing and other structures.

Material which is amenable to reuse shall be stored. Unsuitable or excess material shall be removed and properly disposed of by the Contractor.

D.) Stripping

In areas to be stripped, the Contractor shall strip the surface and top soil to a sufficient depth to expose a uniform subgrade of soil.

Top soil which is amenable to reuse shall be stored. Unsuitable or excess top soil shall be removed and properly disposed of by the Contractor.

02101.04 EXCAVATION

A.) General

Furnish all labor, equipment and materials necessary to provide all excavation for trenches, construction, utility installation, foundations and subsurface structures. All excavation shall be classified as either earth excavation or ledge excavation.

Earth excavation shall consist of removal of all grades of soil and rock sufficiently friable to be worked with an excavator. This shall include any other material less than three cubic yards in volume.

Ledge excavation shall consist of blasting, removal, and replacement of all material not classified as earth and greater than three cubic yards in volume.



B.) Excavation Practices

The Contractor is responsible for establishing and practicing safe construction and excavation practices at all times. The Contractor shall keep himself informed of all safety regulations and comply with them at all times. The Contractor shall provide all sheeting, shoring, bracing, and cofferdamming necessary to insure the stability of the sides of the excavation.

Information on underground structures and utilities shown on the plans is not guaranteed for accuracy nor completeness, therefore, when excavation approaches such utilities, manual excavation shall be used to locate them. The Contractor shall be held liable for responsible excavating practices throughout the project. This responsibility shall include the undisturbed maintenance of all structures and utilities, above or below grade, which may be affected by the excavation.

C.) Excavation Methods

Excavate all trenches to the depth required for the installation of the utility and appropriate bedding. All structure excavation shall provide sufficient working area to construct the structure. Excavated material shall not be placed on pavement. The Contractor shall at all times keep the excavation free of water and saturated soil. Water removed from the excavation shall be disposed of in accordance with all applicable environmental regulations and so as not to interfere with adjacent areas. The bottom of the excavations shall be kept dewatered and firm at all times. No excavations shall be continued into fill material which has been on-site less than 12 months without review and approval of a Geotechnical Engineer.

The Contractor shall not have any right of property on any excavated material. The Contractor shall remove and properly dispose of excess excavated material. When requested by the Owner (prior to final disposal), this material shall be delivered to an Owner specified site within a three (3) mile radius of the loading point. Otherwise it shall be the Contractor's responsibility to find and utilize a proper disposal site. Removal, transportation and disposal of excess excavated material or unwanted abandoned utilities shall be done at the Contractor's expense.

All trenches shall be closed at the end of each construction day and the surface restored, unless specifically authorized by the Engineer.

D.) Over Excavation

Any excavation beyond the prescribed limits for construction or utility installation shall be filled with crushed or screened stone to the necessary grade at the Contractor's expense. This shall include the removal of overblasted ledge.

E.) Unsuitable Material

The Engineer shall have the right to reject material as unsuitable for backfill. Any such material shall be transported from the site and disposed of properly. Cost of the transportation and disposal of unsuitable earth excavation shall be at the supplemental unit price for Disposal (per Section 02150). Cost of material, installation and compaction of replacement material shall be at the unit price for the borrow specified by the Engineer (per Section 02150). No additional amounts will be paid for excavation of unsuitable material that is in the normal excavation area.

All ledge excavation shall be classified as unsuitable material. Cost of the removal, disposal and replacement of unsuitable ledge excavation shall be incidental to the price for Ledge Excavation.

Excavated old utility materials (pipe, fittings, valves, culverts, wire, conduit, manhole or basin pieces and covers) shall not be utilized in backfill. Such materials shall be removed from the site by the Contractor and disposed of properly (unless specified otherwise on the plans). Cost of removal, disposal and replacement material for these items shall be incidental to the cost of the project.

When so directed by the Engineer, the Contractor shall excavate unsuitable material below the bottom of the trench and backfill to grade with the specified borrow. Cost of excavation, disposal and borrow shall be at the supplemental unit prices (per Section 02150).

F.) Blasting and Ledge Excavation

The Contractor shall remove all overburden from any ledge encountered and shall not remove any ledge until the Engineer has measured its volume. At the Engineer's option, the Contractor may be allowed to predrill trench ledge for measurement and blasting. Ledge that has been previously fractured and broken shall not be classified as ledge excavation.

All blasting shall comply with all federal, state, and local regulations. The blasting contractor shall have a pre-blast survey completed of all structures within 300 feet of the work area prior to beginning work. Prior to blasting a site plan showing all properties surveyed shall be delivered to the Engineer. Vibration monitoring shall be done by the blasting contractor during all blasting. Warning signs shall be posted whenever blasting occurs. No blasting shall be permitted without blasting mats or sufficient soil overburden.

All ledge shall be classified as unsuitable material for backfill. All ledge shall be replaced with borrow (per Section 02101.05) and the cost of this replacement material shall be considered incidental to the ledge removal cost.

G.) Rights-of-Way

The Contractor shall maintain clear passage along all rights-of-way affected by the construction. No permanent rights-of-way shall be closed without prior written approval of the proper civil authorities.

H.) Protection of the Public

Improved streets, roads, driveways and sidewalks shall be kept open over or around all trenches and excavations and the use of these rendered safe for public use, as required by OSHA. All open excavations, if allowed, equipment and materials encroaching on rights-of-way shall be clearly marked by barricades and flashing yellow lanterns from dusk to dawn.

02101.05 BORROW AND BEDDING MATERIAL

A.) General

Furnish all materials, equipment and labor necessary to place and compact all required borrow and bedding. Optimum moisture content shall be as determined by the modified proctor test.

All borrow and bedding shall be free of frozen material, peat, rubbish, and other debris and other material described as unsuitable in Division 2.

B.) Common Borrow (MDOT 703.18)

Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.

The moisture content shall be sufficient to provide the required compaction and stable embankment. In no case shall the moisture content exceed 4 percent above optimum, which shall be determined in accordance with AASHTO T 180, Method C or D.

C.) Sand Borrow

Sand borrow shall be sand of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation shall meet the grading requirements of the following table.

Sieve Designation	% by Weight Passing
3/8 inch	85-100
No. 200	0-5

D.) Gravel Borrow (MDOT 703.20)

Gravel borrow shall consist of well graded granular material and shall be free from vegetable matter, lumps or balls of clay and other deleterious substances. The maximum stone size is 6". The gradation of the part that passes a 3-inch sieve shall meet the requirements of the following table:

Sieve Designation	% by Weight Passing Square Mesh Sieve
1/4"	0-70
No. 200	0-10.0

E.) Base Gravel (MDOT 703.10 Type B)

Base gravel shall be screened or crushed gravel consisting of hard durable particles which are free from vegetable matter, lumps or balls of clay and other deleterious substances. If this item is to be used underneath pavement, it must have a Micro-Deval value of 20.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 20.0, the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. The gradation shall meet the requirements of the following table:

Sieve Designation	% by Weight Passing Square Mesh Sieve
1"	95-100
3/4"	90-100
No. 4	10-45
No. 10	10-35
No. 200	0-6.0

F.) Surface Gravel for Gravel Roads

Surface gravel for gravel roads shall be screened or crushed gravel of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The maximum stone size is 3/4". The gradation shall meet the requirements of the following table:

Sieve Designation	% by Weight Passing Square Mesh Sieve
3/4"	100
No. 4	50-78
No. 8	37-67
No. 40	13-35
No. 200	4-15
Plasticity Index (PI)	4-12

G.) Surface Gravel for Paved Areas (MDOT 703.10 Type A)

Surface gravel for paved areas shall be screened or crushed gravel consisting of hard durable particles which are free from vegetable matter, lumps or balls of clay and other deleterious substances. It must have a Micro-Deval value of 20.0 or less as determined by AASHTO T 327. If the Micro-Deval value exceeds 20.0, the material may be used if it does not exceed 25 percent loss on AASHTO T 96, Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine. The gradation shall meet the requirements of the following table:

Sieve Designation	% by Weight Passing Square Mesh Sieve
1"	95-100
¾"	90-100
No. 4	40-65
No. 10	10-45
No. 200	0-7.0

H.) Screened Stone

Screened stone shall consist of clean, hard, durable stone particles. It shall be screened and contain uniformly graded stone particles ranging in size from 10 to 20 mm unless otherwise specified. Screened stone shall be free of fine gravel, sand, dirt, vegetation, disintegrated or laminated soils, and other unsuitable material.

I.) Crushed Stone

Crushed stone shall consist of clean, hard, durable stone fragments. It shall be crushed and contain uniformly graded stone fragments ranging in size from 20 to 30 mm unless otherwise specified. Crushed stone shall be free of fine gravel, sand, dirt, vegetation, disintegrated or laminated soils, and other unsuitable material.

J.) Flowable Fill

Flowable fill (controlled low strength material) shall be a cementitious backfill mixture with low strength, flowable characteristics. The late age strength of the flowable fill shall be in the range of 50 to 150 psi to allow it to be excavatable at a future time, if necessary. The flowable fill shall have early setting and strength additives to allow for traffic and construction loads. The flowable fill shall be delivered in ready mixed concrete trucks and placed by chute in a flowable condition into the prepared void or trench.

K.) Concrete Fill

Concrete fill shall have a minimum 28 day compressive strength of 2000 psi.

L.) Placement and Compaction

Crushed or screened stone shall be placed in lifts which will compact to a 6" maximum layer. Gravel and borrow shall be placed in 12" maximum lifts. All placement and compaction of borrow and bedding shall comply with Subsection 02101.06 Backfilling.

02101.06 BACKFILLING

A.) General

Furnish all labor, equipment, and material necessary to completely fill all excavations. Backfilling shall be defined as replacement and compaction of soil in excavation for the purposes of protecting underground construction, maintaining grades, or providing stable foundation material for above ground construction.

B.) Material

Generally the excavated soil shall be suitable as backfill and shall be replaced in the excavation. Exceptions include frozen fill, fill containing large stones, stumps or other rubble, and any material deemed unsuitable by the Engineer. Unless noted otherwise on the plans, all backfill within 3 feet of all foundation/frost walls shall be clean gravel (6" max stone size; 1" minus max. stone within 12" of walls & slabs).

Replacement material for ledge shall be considered incidental to the ledge removal cost.

C.) Backfilling Methods

Backfilling shall proceed as soon as possible after underground construction has been completed. Backfill shall be extended to the grade indicated on the plans, compacted and graded.

Fill material shall be placed in layers not to exceed 12" and compacted to a density equal to at least 95% of the optimum density determined by the modified proctor test. Compacting may be done by vibrating compactor or roller.

The Contractor shall take care not to damage or disturb any structure, including his own, during backfilling and compaction. The Contractor shall be held liable for any such damage.

Excavations in paved areas shall be paved according to specifications as soon as possible. Other areas shall be loamed and seeded or otherwise restored to a condition equal to or better than that of adjacent areas as soon as possible.

The Contractor shall not withdraw any sheeting without the approval of the Engineer. All voids created by such removal shall be filled and compacted. Any backfilling which does not conform to these specifications, or which settles differentially, shall be excavated to a depth sufficient to correct the problem and refilled as required. Any pavement or structure which is damaged due to settlement of backfill shall be repaired by the Contractor at his expense.

#### 02101.07      CLEANUP / SITE RESTORATION

Maintain all work areas and all haul routes in a neat and orderly condition. Cleanup/site restoration is incidental to the appropriate items of the contract.

Remove all debris and surplus material resulting from the work, and maintain all property, both public and private, in a condition acceptable to the party having jurisdiction.

Cleanup/site restoration includes; removal of all debris and surplus material; replacement and repair of all removed or damaged structures, properties and vegetation to their pre-construction condition; restoration of areas to final grade and contour.

Cleanup of trench areas shall be done concurrently with pipe installation (on a daily basis). When notified by the Owner and/or Engineer that cleanup is not acceptable, pipe installation shall cease and all efforts shall center on cleanup. No compensation shall be paid the Contractor because of the stopping of the pipe installation for cleanup.

#### 02101.08      EROSION CONTROL

##### A.)      General

Furnish all labor, equipment and materials necessary to prevent erosion and sedimentation from occurring on or adjacent to the construction site and areas disturbed by construction. Erosion and sedimentation control measures shall be in conformance with Maine DOT and Maine DEP Best Management Practices.

Develop and submit copies of project work plan and proposed Erosion and Sediment Control Plans.

Provide erosion control measures as required for the construction activity whether or not they are shown on the design plans or Contractors work plans. Any measures shown on the plans shall be considered minimal only. Provide measures to comply with the applicable Best Management Practices.

The Contractor shall be responsible for providing erosion and sediment control during construction and for establishing permanent measures (surface restoration). Erosion control shall be considered incidental to appropriate items of the Contract.

Erosion and sediment control shall be done concurrently with construction (on a continual basis). When notified by the Owner and/or Engineer that erosion and sediment control is not acceptable, construction shall cease and all efforts shall center on erosion and sediment control. No compensation shall be paid the Contractor because of the stopping of construction for erosion and sediment control.

B.) Regulations and Permit Conditions

Comply with all applicable regulations and permit conditions. If additional permits are needed for proposed work or work methods, obtain them and comply with all requirements.

C.) Minimum Material Specifications

Erosion control blankets, when required, shall be as specified in Section 02675. Hay bales shall have minimum dimensions of 18" x 18" x 3'-6" and shall weigh at least 40 lbs. Erosion control fence shall be Envirofence by Mirafi, Inc., Charlotte, NC, or approved equal. The fencing shall have the following properties: grab strength of 120 lbs., grab elongation of 30% (max), water flow rate of 40 gal/min/S.F., and ultraviolet stability of 90%. The fabric width shall be 3 ft. and post length shall be 4.5 ft. The post spacing shall be 7.7 ft. The fence fabric shall be securely stapled to the stakes. Stone for stone check dams shall be as specified by Maine Department of Transportation for trench drain construction. Catch basin inserts shall be Hi-Flow Siltsack by ACF Environmental, or approved equal.

All materials on the project shall be new per Section 01400. The Engineer may accept erosion control fence that has been used on previous projects if it meets this specification and the fence is in good and serviceable condition.

D.) Erosion Control Methods

Install erosion control methods as shown on the design plans and on the Contractors Erosion Control Plan. Install methods according to Best Management Practices and manufactures latest recommendations.

E.) Trench Water

Prevent erosion and sedimentation when discharging trench water. Utilize control structures and Best Management Practices when discharging trench water. Utilize sedimentation control basins, sediment containment devices, filtration socks, filtration bags, or other appropriate control methods. Do not directly discharge to surface water or drainage systems.



F.) Work on Submerged Lands

Whenever submerged land is disturbed, or work is done within water bodies, appropriate turbidity curtains (with top flotation and bottom ballast) shall be utilized. Select and install curtain appropriated for conditions, current, velocities, etc. Install and maintain per manufacturer's latest recommendations.

G.) Maintenance and Removal

Maintain erosion control measures until final surface restoration has been established. Provide additional measures as project progresses if existing measures are inadequate. Carefully remove materials that are not intended to be permanent (such as erosion control fence) when they are no longer needed.

SECTION 02150  
SUPPLEMENTAL UNIT PRICES

02150.01     GENERAL

The Contractor shall perform such additional work as authorized in writing by the Engineer. The supplemental unit prices listed in the bid schedule shall be full compensation for all labor, materials and equipment required to perform such work. Related items such as traffic control and cleanup shall be incidental to the appropriate supplemental unit price. All measurements for excavation, disposal or borrow shall be per cubic yard of in place material. The dimensions and location of the excavation shall be specified in an authorized Field Order. All sitework in this section shall comply with the appropriate specifications in Division 2.

The supplemental unit prices apply to additional work that may be needed due to unanticipated subsurface conditions or minor design changes. All excavation, disposal and borrow which would normally be included in the work are included as part of the regular construction items.

02150.02     EXCAVATION

The Contractor shall excavate such additional material as authorized in writing by the Engineer. The supplemental unit price for excavation includes excavation and loading into a truck.

Excavation below the required elevation in a pipe trench for the removal of soft or unsuitable sub-base soils would be covered under this item. The pay width for excavation of unsuitable material in a pipe trench shall be 5 feet wide, and the pay depth shall be determined by the engineer. Excavation of unsuitable material that is in the normal trench area shall not be covered by this item since its excavation is a part of the normal work.

02150.03     DISPOSAL

The Contractor shall transport and properly dispose of excavated material as authorized in writing by the Engineer. When requested by the Owner, this material shall be delivered to an Owner specified site within a 3 mile radius of the loading point. Otherwise it shall be the Contractor's responsibility to find and utilize a proper disposal site.

Disposal of material classified as unsuitable for backfill by the Engineer would be covered under this item. Disposal of excess excavated material shall not be covered by this item. Excess excavated material shall be transported and properly disposed of at the Contractor's expense.

#### 02150.04 BORROW

This item includes stone (screened or crushed), sand, gravel or common borrow. The Contractor shall furnish, transport, install and compact such material as authorized in writing by the Engineer. When authorized by Engineer to provide borrow of different gradation than specified in the contract documents the unit price for the material shall be the difference between the prices for the two materials listed in the Supplemental Unit Prices of the Bid Schedule.

Borrow required to bring excavations below grade authorized in 02150.02 to the proper grade shall be included under this item. Borrow required to replace material classified as unsuitable by the Engineer and authorized for Disposal under 02150.03 shall be included under this item.

The pay width for borrow required to replace unsuitable sub-base soils in a pipe trench shall be 5 feet wide. The pay width for borrow required to replace unsuitable material in the normal trench area shall be 5 feet wide.

Borrow required to replace ledge material shall not be covered by this item. Replacement material for ledge is incidental to the ledge removal item.

#### 02150.05 CONTRACTOR'S RESPONSIBILITIES

The Contractor is responsible for all construction methods and excavation practices. Excavations, trenches or excess excavated materials which become wet or unworkable due to acts of the Contractor, such as disrupting utility mains, leaving excavations open during storm events, or improper dewatering methods shall be the Contractor's sole responsibility. The Owner is not obligated to pay supplemental unit prices to cover additional excavation, disposal or borrow in these cases.

It is the Contractor's responsibility to transport and properly dispose of excess excavated material. When borrow is authorized per 02150.04 and sufficient suitable excess excavated material is available on site, it may be used for common borrow. The supplemental unit price in this case shall be 1/2 the price for common borrow.

If there is insufficient excavated material available to backfill excavations due to shrinkage from compaction, the Contractor shall supply the appropriate borrow to fill the trench at his expense.

#### ~~02150.10 — LEDGE REMOVAL~~

~~This item includes all labor, materials and equipment required to excavate ledge as described in the contract documents. This includes: preblast survey, vibration monitoring, signing, drilling, blasting, excavation, disposal of blasted ledge, and replacement material (including material, backfill and compaction). Replacement material (including granular bedding) for blasted ledge is considered incidental to the unit price for ledge. Finely blasted ledge (6" minus) may be used in fill areas or as trench backfill, if approved by the Engineer.~~

~~A one time mobilization/demobilization fee will be paid when ledge is to be blasted. Boulders over 3 cy will be paid for as ledge except that the mobilization/demobilization fee will not be paid.~~

~~Ledge excavation and measurement shall comply with Section 02101. Measurement shall be per cubic yard, to the nearest whole yard, within the limits of payment. Measurements shall be taken prior to any blasting. Ledge not measured or verified by the Engineer will not be authorized for payment. Measurements for ledge in trenches shall be made at 20 foot intervals along the centerline of the pipe. The ledge will be measured using the average end area method utilizing the elevations, the payment depth (6" below pipe invert), the payment width and the measurement interval.~~

For open excavation installation

~~The ledge payment width shall be 3'.~~

For Pipe Burst Installation

~~For Pull Pits the ledge payment width shall be the width plus 1' and the length plus 1' of the bursting machine. Payment depth shall be 6" below the bottom of the pipe busting machine.~~

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~~Payment shall be at the unit price in the bid schedule. The mobilization/demobilization fee shall be paid only once per project and only if ledge removal is required.~~

## SECTION 02210 PROJECT SIGN

### 02210.01 GENERAL

Furnish and install a project sign as described herein. The location of the sign shall be as directed by the Engineer. Project sign shall be installed prior to the start of any work.

### 02210.02 MATERIAL

The sign shall conform with the following sample drawing. No other contractor, subcontractor or material signs will be permitted on the sign. Sign shall be constructed of 3/4" (4' x 8') exterior grade, AB plywood.

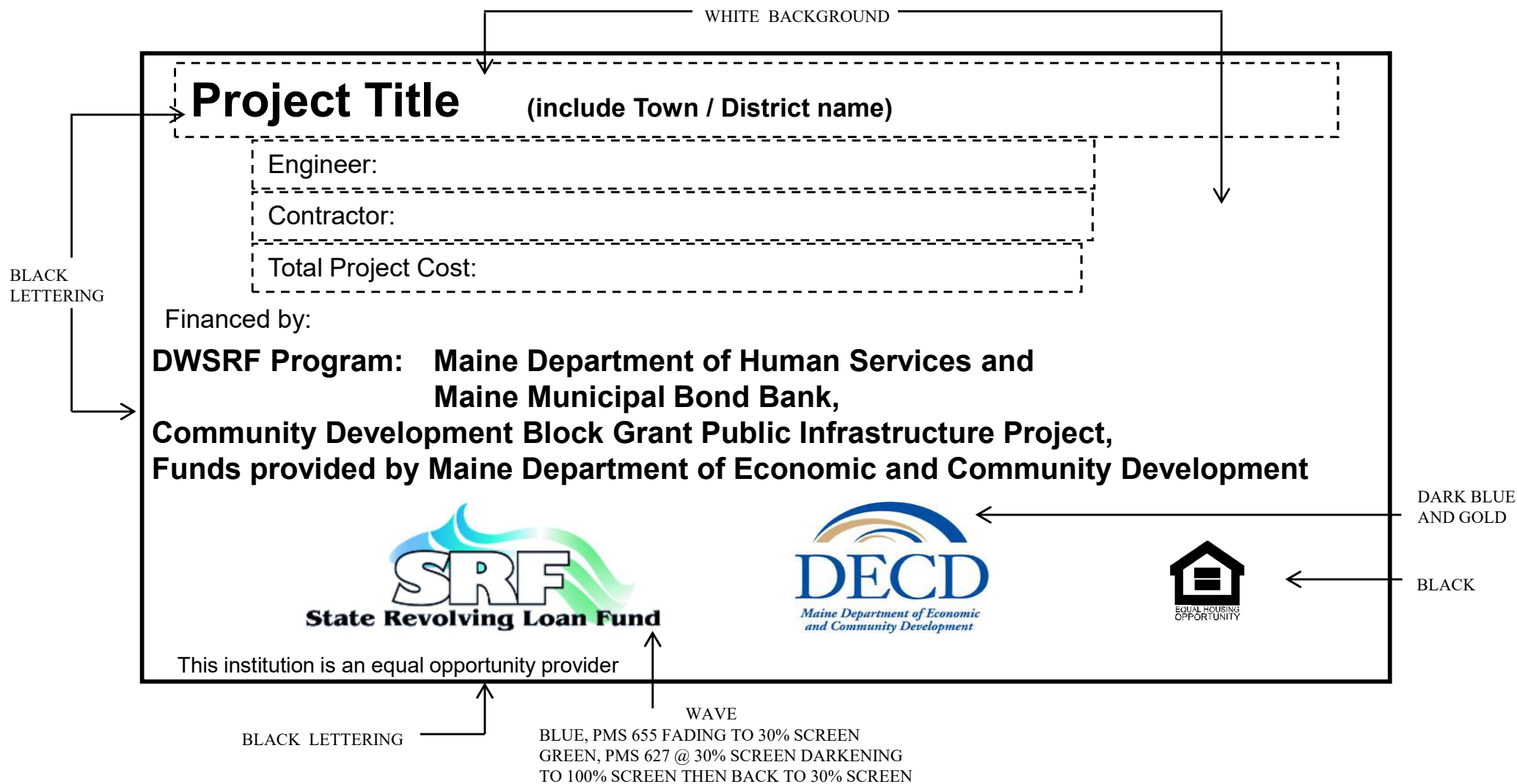
Sign posts shall be 4 x 4 (x 12'h) wood and shall extend 48" into the ground. Top of sign shall be 8' above grade. Sign shall be braced with a 2 x 4 frame as shown on the attached sample drawing. Provide lateral bracing, if necessary.

### 02210.03 MAINTENANCE AND REMOVAL

The Contractor shall maintain and keep the project sign in good condition until the work is completed. All other signs to be erected on the site shall be approved by the Engineer.

Following completion of the project the Contractor shall remove the sign and restore the site.

# Temporary Construction Sign for DWSRF and CDBG Co-funded Projects



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)

SECTION 02560  
GEOTEXTILE – SEPERATION & DRAINAGE APPLICATIONS

02565.01      GENERAL

Furnish all labor, materials and equipment necessary to properly install geotextile fabrics for separation and drainage as specified in the contract documents. Geotextile fabric for separation and drainage shall be installed in the locations shown on the plans and where directed by the Engineer.

02565.02      MATERIALS

Geotextile fabric for separation and drainage shall be Mirafi 1120N by TenCate Mirafi, Inc., Pendergrass, Georgia; or approved equal. The fabric shall be a non-woven heavy duty needle punched geotextile comprised of polypropylene fibers and shall have the following minimum properties:

Grab tensile strength	300 lbs.	Puncture strength	800 lbs.
Grab tensile elongation	50% (max.)	Apparent opening size	100 (U.S. Sieve)
Water flow	65 gpm/sf		

02565.03      PRODUCT HANDLING

Geotextiles shall be furnished wrapped for protection against moisture and ultraviolet light. Labels on each roll shall be kept intact and legible until time of installation.

02565.04      INSTALLATION

Install the fabric according to the manufacturer's latest recommendations and as otherwise specified herein. The fabric shall be laid in the direction of construction traffic, unless otherwise noted on the plans. Fabric panels should be overlapped both side-to-side and end-to-end a minimum of 2 feet. The fabric shall be installed on top of the subgrade after proper grade and compaction have been achieved.

Fabric damaged during installation shall be patched with a patch of fabric using the standard overlap of 2 feet.

SECTION 02605  
BITUMINOUS PAVEMENT

02605.01     GENERAL

Furnish all labor, materials, and equipment necessary to surface areas designated for paving on the plans and resurface sections of roadway, sidewalks and driveways disturbed by construction. Bituminous paving shall comply with the contract documents and MDOT standard specifications.

Painting and marking of pavement to match pre-construction state is incidental to the paving items. Painting and marking shall conform with MDOT specifications.

02605.02     MATERIALS

- A.     Base Gravel (as per Section 02101)
- B.     Crushed Gravel (as per Section 02101)
- C.     Permanent Pavement

Hot bituminous permanent pavement shall conform to Maine Department of Transportation mixes. Place pavement in layers and compact per MDOT specifications to 95% (+/-2.5%) TMD. All permanent pavement shall be minimum 50 Gyration, 0.3 to 3 million ESAL Design.

Pavement layers and thicknesses are as noted in the contract documents.

02605.03     CONSTRUCTION METHODS

Pavement at the limits of excavations shall be cut prior to excavation. Recut edges prior to paving to insure a uniform and straight edge. Cut edges shall be parallel with the new main and in a continuous straight line to the greatest extent possible. In all cases, edges shall be cut in a manner acceptable to the party having jurisdiction. All edges shall be tacked prior to paving per MDOT standard specifications.

Gravel base courses shall be constructed in accordance with Section 02101.

Install the pavement in layers as specified herein.

Pavement shall match into existing pavement at all joints and edges with a smooth transition. Where required by the party having jurisdiction (and/or as shown on the plans), existing pavement shall be ground and shelved to accept new pavement/overlay with a smooth



transition. Thinning out a pavement layer over existing pavement is not an acceptable method. Grinding, shelving and associated pavement is incidental to the applicable pavement bid item.

Fine grade, install and compact a shim layer of crushed gravel at the edge of all pavement placement not matching into existing pavement for a smooth transition to existing grade. Shim any low or settled areas prior to installing overlays and surface pavement.

#### 02605.04 LIMITS OF PAYMENT

The limits of payment for pavement are as specified on the plans and in Section 01151 (Bid Item Descriptions). Pavement disturbed beyond the pay limits shall be replaced by the Contractor at his expense.

When bituminous curbing is required it shall set on the binder pavement. The cost of the binder pavement under and behind the curb shall be considered incidental to the curbing as specified in Section 02610.

#### 02605.05 PAVEMENT GUARANTEE

The Contractor shall guarantee all pavement (materials and installation) for a period of one (1) year from the date of Substantial Completion. The guarantee shall include repair, replacement and shimming of pavement due to pavement cracking, breaking or settling whether due to pavement or subsurface backfill conditions.

#### 02605.06 MAINE DOT

The Owner has obtained a Highway Opening Permit from the Maine DOT. The Contractor shall comply with the Maine DOT Standard Conditions for utility work in state roads. Please refer to Section 02096-Maine DOT Permits for further details.

SECTION 02670  
LOAM AND SEED

02670.01     GENERAL

Supply all labor, materials and equipment necessary to provide healthy vegetative cover over areas disturbed by construction and any other such areas designated to be loamed and seeded in the contract documents. The Contractor shall be responsible for the vegetative cover (except for routine mowing) for 12 months from project completion.

Full payment shall not be made for loam and seed until after a firm sod with healthy grass growth has developed.

02670.02     MATERIALS

- A.    Grass Seed -- Grass seed shall have the following composition:
- 40 percent Creeping Red Fescue
  - 25 percent Kentucky Bluegrass
  - 5 percent White Clover
  - 30 percent Kentucky 31 Fescue
- B.    Lime -- Lime shall be agricultural ground limestone containing not less than 90% total carbonate. At least 90% shall pass through a No. 20 mesh sieve and at least 50% shall pass through a No. 100 mesh sieve.
- C.    Fertilizer -- Fertilizer shall be commercial fertilizer with the following minimum percentages:
- 12% available nitrogen (75% organic)
  - 12% available phosphoric acid
  - 12% available potash
- D.    Hay Mulch -- Hay mulch shall be long-fibered hay or straw, reasonably free of noxious weeds and other undesirable material. Hay mulch shall be less than one (1) year old. No material shall be used which is so wet, decayed or compacted as to inhibit even and uniform spreading. No chopped hay, grass clippings or other short-fibered material shall be used.
- E.    Alternative Mulch -- Other materials may be accepted for mulch following submittal of samples by the Contractor and demonstration that performance is similar to hay mulch.

- F. Topsoil -- Topsoil shall be natural, friable loam soil possessing the characteristics of representative soils in the vicinity which produce heavy growths of crops, grass, or other vegetation. Topsoil shall be reasonably free from subsoil, brush, objectionable weeds, other litter, large stones, stumps, roots, and other objectionable material. Topsoil shall be free of toxic substances which might be harmful to plant growth or be a hindrance to grading, planting, and maintenance operations. Topsoil shall be from naturally well drained areas. Topsoil shall be screened (1" maximum for lawns; 2" maximum for areas that are not expected to be mowed).

The Contractor shall submit invoices and copies of labels to the Engineer certifying that the above specifications have been met for all seed, lime and fertilizer.

#### 02670.03 SEASONAL AND WEATHER CONDITIONS

Do not place or spread topsoil (or loam/compost) when the subgrade is frozen, excessively wet or dry, or in any conditions otherwise detrimental to the proposed planting or to proper grading. The recommended seeding time is from April 1 to October 1. Regardless of the time of seeding, the Contractor shall be responsible for each seeded area until it is accepted. Do not perform seeding work when weather conditions are such that beneficial results are not likely to be obtained, such as drought, excessive moisture, or high winds.

#### 02670.04 CONSTRUCTION METHODS

- A. Topsoil -- Prior to placing topsoil, it shall be tested for recommended fertilizer and lime application rates. Soil tests shall be equal to those available from the University of Maine Soil Testing Laboratory. Soil tests shall be done for each three acres or fraction thereof to be loamed and seeded. Install topsoil uniformly so that final depth of topsoil is 4 inches, unless otherwise noted on the plans. Trim and rake the topsoil to true grades free from unsightly variations, humps, ridges or depressions. Remove all objectionable material and form a finely pulverized seed bed. Thoroughly till to a depth of at least 2 inches by plowing, discing, harrowing, or other approved method to prepare a seedbed.
- B. Fertilizer -- Install fertilizer uniformly at a rate determined by the soils tests over the areas to be seeded (12#/1000 sf typical). Incorporate fertilizer into the soil to a depth of at least 2 inches by discing, harrowing, or other approved methods. Installation of fertilizer may be a part of the tillage operation specified above. Installation by means of an approved seed drill equipped to sow seed and distribute fertilizer at the same time will be acceptable.
- C. Lime -- Uniformly distribute lime immediately following or simultaneously with the installation of fertilizer. Install lime at a rate determined from the soils tests. Incorporate lime into the soil to a depth of at least 2 inches by discing, harrowing, or other approved methods.
- D. Seeding -- Uniformly place seed (5 lbs/1000 square feet) by broadcasting, hydroseeding or drill seeding. With broadcasting, sow half the seed with the

equipment moving in one direction and the remainder of the seed with the equipment moving at right angles to the first sowing. Then cover the seed to an average depth of 1/2-inch by means of a brush harrow, spike-tooth harrow, chain harrow, cultipacker, or other approved devices. Do not perform broadcast seeding work during windy weather. Drill seeding may be performed with approved equipment having drills not more than 2 inches apart.

- E. Mulching -- Install mulch evenly and uniformly over areas to be protected from erosion and after seeding. Install hay mulch at the rate of 1-2 tons per acre. Anchor mulch by “wetting-down”, applying approved liquid tackifiers (according to manufacturer’s recommendations), or use of a serrated, straight disk. Within the low-flow area of drainageways, mulch should be anchored with erosion control matting or equivalent material and secured with staples.
- F. Compacting -- Compact the area immediately following seeding and mulching by means of a cultipacker, roller, or other approved equipment weighing 60 to 90 pounds per linear foot of roller. If the soil is of such type that a smooth or corrugated roller cannot be operated satisfactorily, use a pneumatic roller (not wobbly wheel) that has tires of sufficient size to obtain complete coverage of the soil. When using a cultipacker or similar equipment, perform the final rolling at right angles to the prevailing slopes to prevent water erosion.

#### 02670.05 MAINTENANCE

The loamed and seeded areas shall be maintained by the Contractor until a firm sod with healthy grass growth sufficient to prevent any erosion of the soil develops. Areas that do not develop sufficient grass growth shall be scarified, re-seeded and mulched by the Contractor until healthy grass growth develops.

Responsibility for maintenance (mowing excluded) of the seeded areas shall extend for 12 months from the completion of the entire project.

SECTION 02704  
POLYETHYLENE (PE) WATER MAIN

02704.01     GENERAL

Furnish, install and test all polyethylene (PE) water mains and fittings as specified in the contract documents. The minimum depth of cover specified in the contract documents refers to cover relative to the pipe location not relative to the profile drawing. This specification is for buried pipe. The terms PE, HDPE and PE 3408 all refer to PE 3408 high-density polyethylene pipe.

Pipe fuser shall be certified by Pipe Manufacturer or Supplier as a certified pipe fuser. Submit a copy of certification to Engineer.

This specification shall also apply to the pipe used in Section 02410 Horizontal Directional Drilling (when applicable).

02704.02     MATERIALS

A.     Pipe and Fittings

Materials used for the manufacturing of polyethylene pipe and fittings shall be PE 3408 High Density Polyethylene (HDPE) meeting the ASTM D3350 cell classification of 345434C. The material shall have a minimum Hydrostatic Design Basis (HDB) of 1600 psi at 73 degrees F when tested in accordance with PPI TR-3 and shall be listed in the name of the pipe and fitting manufacturer in PPI TR-4. The Manufacturer shall certify that the materials used to manufacture pipe and fittings meet the requirements of this specification.

Polyethylene fittings shall be made from material meeting the same requirements as the pipe. Polyethylene fittings shall be molded or fabricated by the manufacturer of the pipe. Where applicable, fittings shall meet the requirements of AWWA C906. Molded fittings shall be manufactured in accordance with either ASTM D2683 (socket fused) or ASTM D3261 (butt fused) and shall be so marked.

Pipe shall be SDR 9 with a 200 psi pressure rating. Pipe shall be Driscopipe 1000 or approved equal. Fittings and flange adapters shall be molded.

B.     Mechanical Joint Fittings

Mechanical joint compact fittings shall be ductile iron Class 350, tar coated and shall include gaskets and corten bolts. Fittings shall be in accordance with AWWA C-153, AWWA C111 for joints and AWWA C104 for cement lining.

All fittings for buried service shall be mechanical joint. Fittings shall be manufactured by Tyler, U.S. Pipe, Griffin, Union or approved equal.

The mechanical joint restrainers shall be installed according to AWWA standards and the manufacturer's latest recommendations.

#### 02704.03 PIPE AND FITTING FUSION

Connections from polyethylene to ductile iron shall utilize a mechanical joint as shown on the drawings.

Joints between plain ends of polyethylene pipe shall be made by butt fusion when possible. The pipe manufacturer's fusion procedures shall be followed at all times as well as the recommendations of the fusion machine manufacturer. The wall thicknesses of the adjoining pipes shall have the same DR at the point of fusion.

When saddle connections are fusion welded the manufacturer's recommended saddle fusion procedures shall be used.

If mechanical fittings (which are designed for, or tested and found acceptable for use with polyethylene pipe) are utilized for transitions between pipe materials, repairs, joining pipe sections, saddle connections, or at other locations, the recommendation of the mechanical fitting manufacturer must be followed. These procedures may differ from other pipe materials.

On each day butt fusions are to be made, the first fusion of the day shall be a trial fusion. The trial fusion shall be allowed to cool completely, then fusion test straps shall be cut out. The test strap shall be 12" or 30 times the wall thickness in length (minimum) and 1" or 1.5 times the wall thickness in width (minimum). Bend the test strap until the ends of the strap touch. If the fusion fails at the joint, a new trial fusion shall be made, cooled completely and tested. Butt fusion of pipe to be installed shall not commence until a trial fusion has passed the bent strap test.

Socket and saddle fusions shall be tested by a bent strap test as described by the pipe manufacturer. The pipe manufacturer shall provide visual guidelines for inspecting the butt, saddle, and socket fusion joints.

#### 02704.04 INSTALLATION

Installation shall follow the general AWWA standard for installation of polyethylene water mains. The only exception is that backfill material for buried pipes shall have no stones larger than 6 inches in diameter. Installation shall also follow the manufacturer's latest recommendations.

All trench excavations shall be extended to at least 6 inches below the bottom of the pipe and then brought to grade with screened base gravel (1" max. stone). The pipe shall be placed on this bed and bedded with compacted screened base gravel (1" max. stone) to 6 inches above the pipe. Backfill to grade shall be per Section 02101. Sand Borrow per Section 02101 may be substituted for screened gravel bedding.

Foreign material shall be prevented from entering the pipe at all times (including during storage, installation and while in the trench). No debris, tools, clothing, trench water, or other materials shall be placed in the pipe at any time. Immediately following installation of a pipe in the trench (prior to backfilling and moving of trench box) a secure cap or plug shall be installed in the end of the pipe. The cap or plug shall be steel or plastic and shall be gasketed and designed to prevent debris and water from entering the pipe during excavation work.

When used for gravity or pressure sewers all HDPE pipe fused joints shall be debeaded on the interior.

#### 02704.05 DETECTABLE WARNING TAPE (N/A for HDD)

Install Detectable Warning Tape in trench approximately 2 feet above new water main. Install per manufacturer's recommendation. Detectable Warning Tape shall have a minimum thickness of 4 mils with a solid aluminum core to ensure continuity. Tape shall be supplied in 1000' coils with a minimum width of 2". Tape shall be marked "Water" and shall conform to the APWA color code specifications for underground tape systems. Detectable Warning Tape shall be EJP #91700, or approved equal.

#### 02704.051 TRACER WIRE (for HDD)

Install detectable tracer wire in bore hole with HDPE pipe. Tracer wire shall have HDPE jacket (45 mil min.) with stainless steel wire. Bond to ductile iron fittings and piping on each end with mechanical connection.

#### 02704.06 SEPARATIONS AND CROSSINGS OF WATER MAINS AND SEWERS

Water mains shall be laid at least 10 feet horizontally from any existing or proposed sanitary sewer, force main, storm sewer or sewer manhole, per State of Maine Department of Human Services Regulations. The distance shall be measured edge of pipe to edge of pipe.

Water mains crossing sewers (including force mains or storm drains) shall be laid to provide a minimum vertical distance of 18 inches of free earth between the water main and the sewer. This shall be the case where the water main is either above or below the sewer. At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. Special structural support for the water and sewer pipes may be required.

## SECTION 02708

### ABANDONMENT OF WATER MAINS

#### 02708.01 GENERAL

- A. Abandonment in place, by cutting and capping, of existing water mains, hydrants, service lines, and valves.
- B. Abandonment in place of water mains using flowable fill. Flowable fill will be utilized when abandoning water mains underneath dams, roadways and paved areas, and at the direction of the Project Manager as field conditions dictate, or as specified on the Drawings.

#### 02708.02 MATERIALS

- A. Concrete for thrust blocks: Minimum 3,000 psi concrete.
- B. Plugs and clamps: Applicable for type of pipe to be plugged.

#### 02708.03 FLOWABLE FILL REQUIREMENTS

- A. Unconfined compressive strength: minimum 75 psi and maximum 150 psi at 56 days as determined based on an average of three tests for same placement. Present at least three acceptable strength tests for proposed mix design in mix design report.
- B. Placement characteristics: self-leveling. C. Shrinkage characteristics: non-shrink.
- D. Water bleeding for fill to be placed by grouting method in sewers: not to exceed 2 percent according to ASTM C940.
- E. Minimum wet density: 90 pounds per cubic foot.

#### 02708.03 CUTTING AND CAPPING OF MAINS

- A. Do not begin cut, plug, and abandonment operations until replacement water main has been constructed and tested, all service connections have been installed, and replacement main is approved for use.
- B. Install plug, clamp, and concrete thrust block and make cut at the water main and/or at the location shown on Drawings.
- C. Main to be abandoned shall not be valved off and shall not be cut or plugged other than as shown on Drawings.
- D. After main to be abandoned has been cut and capped, check for other sources feeding abandoned water main. When sources are found, notify Owner immediately. Cut and cap abandoned main at point of other feed as directed by Owner.
- E. Plug or cap ends or opening in abandoned main in manner approved by Engineer. Install concrete around cap and over pipe to ensure it is not penetrable by groundwater.



02708.04      ABANDONMENT BY FLOWABLE FILL

- A.     Mix flowable fill in automated batch plant and deliver it to site in ready-mix trucks. Performance additives may be added at placement site if required by mix design.
- B.     Use concrete or grout pumps capable of continuous delivery at planned placement rate.
- A.     Abandon existing water lines underneath roadways, dams and paved areas and other required locations by completely filling water mains with flowable fill.
- B.     Place flowable fill to fill volume between abandonment points. Continuously place flowable fill with no intermediate pour points, but not exceeding 500 feet in length.
- C.     Have filling operation performed by experienced crews with equipment to monitor density of flowable fill and to control pressure.
- D.     Pump flowable fill through bulkheads constructed for placement of two 2-inch PVC pipes or use other suitable construction methods to contain flowable fill in lines to be abandoned. These pipes will act as injection points or vents for placement of flowable fill.
- E.     Place flowable fill under pressure flow conditions into properly vented open system until flowable fill emerges from vent pipes. Pump flowable fill with sufficient pressure to overcome friction and to fill water main from downstream end, to discharge at upstream end.
- F.     Plug each end of the water main being abandoned.
- I.     Backfill to surface, above pipe left in place.

END OF SECTION

## SECTION 02710 GATE VALVES

### 02710.01 GENERAL

Furnish and install all gate valves and appurtenances as specified in the contract documents.  
**Obtain the direction which the gate valves will open from the Owner.**

### 02710.02 MATERIAL

#### A. Gate Valves for Buried Service

Gate valves shall be Resilient Seat Type, mechanical joint, NRS. The valve design and construction shall meet or exceed AWWA C-515. Valves shall be UL listed and FM approved. The body and bonnet shall be ductile iron with a wall thickness which meets or exceeds the requirements of AWWA C-153. The body and bonnet shall be coated with a fusion bonded epoxy coating inside and out per AWWA C-550. The wedge shall be ductile iron and fully encapsulated in EPDM rubber per AWWA C-515 with delrin slides attached to the wedge. Wedge shall be symmetrical. Stem shall be sealed with o-rings. All exterior nuts and bolts shall be minimum 5/8" diameter and shall be 18-8 stainless steel. Acceptable manufacturers are:

Clow  
American Flow Control  
Mueller  
Approved Equal

#### B. Valve Boxes

Valve boxes shall be cast iron, two piece, sliding type with a top flange and a minimum inside shaft diameter of 5-1/4". Boxes shall have the word "Water" clearly cast into the cover. Valve box bases shall be belled and valve box tops shall be flanged. Valve box covers shall be CI construction drop type, with pick holes for easy removal. Valve boxes of the appropriate length shall be provided for all buried service valves and are considered incidental to the valve bid item.

**OPT** – All valves shall have a gate valve extension stem (1 1/4" heavy wall steel tubing) from valve operating nut to 12" below finish grade.

**OPT** – For Deep Gate Valves use 6" D.I. pipe with bell for valve box base and Tyler cast iron valve box top designed for cast iron pipe bottoms.

#### C. Valve Box Aligners

Valve (Gate) Box Aligners shall be a high strength, plastic device designed to be installed under the valve's operating nut and over the valve's stem. The aligners shall be designed to facilitate valve box base centering, to resist box shifting, to prevent backfill material from interfering with valve operation and to allow surface water to drain out. Valve box aligners shall be "Posi-Cap" or approved equal.

D. Gate Valve Wrench

A gate valve wrench of the appropriate size and length for the valves on this project shall be supplied to the Owner.

**OPT** – A straight handle telescoping gate valve wrench of the appropriate size for valves on this project shall be supplied to the Owner.

E. Gate Valves for Non-Buried Service

Gate valves for non-buried service are specified in Division 15, when applicable.

F. Tapping Sleeves and Gate Valves

When shown on the plans tapping sleeves and gate valves (TS&V) shall be furnished and installed. Tapping sleeves shall be of ductile iron construction or stainless steel construction with ductile iron flange. Tapping valves shall be designed for connection to a tapping sleeve on one end and shall be MJ on the other end. Valves shall be as specified above. Prior to ordering the tapping sleeve and valve, the Contractor shall verify by test pit the size of the water main to be tapped.

Tapping sleeve and valve shall be installed while the main remains fully charged, avoiding the need to interrupt service to the water system. The tapping machine shall be properly disinfected prior to being used. The pipe coupon shall be retracted by the tapping machine.

Tapping sleeve and valves shall only be installed by experienced and approved specialty contractors with experience in this type of work.

02710.03 INSTALLATION

Installation shall follow the general AWWA standard for installation of pipe and fittings - AWWA C600 and manufacturer's latest recommendations. The only exception is that backfill material for buried valves shall have no stones larger than 2 inches in diameter. Installation shall also follow the manufacturer's latest recommendations. Care shall be taken to insure that the valve box base is supported by compacted select backfill rather than the valve body. Valve boxes shall be centered over the operating nut and installed plumb. Install a Valve Box Aligner device on valve prior to installing valve box.

SECTION 02710  
GATE VALVES

02710.01     GENERAL

Furnish and install all gate valves and appurtenances as specified in the contract documents.  
**Gate valves shall open left.**

02710.02     MATERIAL

A.     Gate Valves for Buried Service

Gate valves shall be Resilient Seat Type, mechanical joint, NRS. The valve design and construction shall meet or exceed AWWA C-515. Valves shall be UL listed and FM approved. The body and bonnet shall be ductile iron with a wall thickness which meets or exceeds the requirements of AWWA C-153. The body and bonnet shall be coated with a fusion bonded epoxy coating inside and out per AWWA C-550. The wedge shall be ductile iron and fully encapsulated in EPDM rubber per AWWA C-515 with delrin slides attached to the wedge. Wedge shall be symmetrical. Stem shall be sealed with o-rings. All exterior nuts and bolts shall be minimum 5/8" diameter and shall be 18-8 stainless steel. Acceptable manufacturers are:

Clow  
American Flow Control  
Mueller  
Approved Equal

B.     Valve Boxes

Valve boxes shall be cast iron, two piece, sliding type with a top flange and a minimum inside shaft diameter of 5-1/4". Boxes shall have the word "Water" clearly cast into the cover. Valve box bases shall be belled and valve box tops shall be flanged. Valve box covers shall be CI construction drop type, with pick holes for easy removal. Valve boxes of the appropriate length shall be provided for all buried service valves and are considered incidental to the valve bid item.

C.     Valve Box Aligners

Valve (Gate) Box Aligners shall be a high strength, plastic device designed to be installed under the valve's operating nut and over the valve's stem. The aligners shall be designed to facilitate valve box base centering, to resist box shifting, to prevent backfill material from interfering with valve operation and to allow surface water to drain out. Valve box aligners shall be "Posi-Cap" or approved equal.

D.     Gate Valve Wrench

A gate valve wrench of the appropriate size and length for the valves on this project shall be supplied to the Owner.

E. Gate Valves for Non-Buried Service

Gate valves for non-buried service are specified in Division 15, when applicable.

F. Tapping Sleeves and Gate Valves

When shown on the plans tapping sleeves and gate valves (TS&V) shall be furnished and installed. Tapping sleeves shall be of ductile iron construction or stainless steel construction with ductile iron flange. Tapping valves shall be designed for connection to a tapping sleeve on one end and shall be MJ on the other end. Valves shall be as specified above. Prior to ordering the tapping sleeve and valve, the Contractor shall verify by test pit the size of the water main to be tapped.

Tapping sleeve and valve shall be installed while the main remains fully charged, avoiding the need to interrupt service to the water system. The tapping machine shall be properly disinfected prior to being used. The pipe coupon shall be retracted by the tapping machine.

Tapping sleeve and valves shall only be installed by experienced and approved specialty contractors with experience in this type of work.

02710.03 INSTALLATION

Installation shall follow the general AWWA standard for installation of pipe and fittings - AWWA C600 and manufacturer's latest recommendations. The only exception is that backfill material for buried valves shall have no stones larger than 2 inches in diameter. Installation shall also follow the manufacturer's latest recommendations. Care shall be taken to insure that the valve box base is supported by compacted select backfill rather than the valve body. Valve boxes shall be centered over the operating nut and installed plumb. Install a Valve Box Aligner device on valve prior to installing valve box.

SECTION 02715  
FIRE HYDRANTS

02715.01     GENERAL

Furnish and install the fire hydrants as specified in the contract documents. Hydrant branch mains and hydrants shall be tested per Section 02720 to the hydrant boot. Hydrants shall not have drains or shall have drains permanently plugged.

02715.02     MATERIAL

Acceptable hydrants shall be:

Waterous Pacer WB-67  
Approved Equal

Hydrants shall have 5-1/4" main valve. The depth of bury of each hydrant shall be as shown on the drawings. The correct depth of bury for each hydrant shall be obtained without the use of extension kits.

Obtain the following information from the Owner prior to ordering hydrants:

1. Direction in which hydrants shall open
2. Size of operating nuts
3. Type of threads for hose and steamer nozzles

Two safety flange repair kits and one operating wrench shall be supplied to the Owner.

02715.03     BRANCH MAIN

Branch main shall be 6" ductile iron per Section 02701. Joints or fittings shall not be allowed between hydrant gate valve and hydrant boot without Engineer's approval. All fittings and joints (if allowed) shall utilize mechanical joint restrainers.

02715.04     INSTALLATION

Obtain approval of final hydrant locations from Owner prior to installation. Hydrant shall be installed plumb with proper connection facing access to hydrant. Hydrant breakaway connection shall be installed no more than 6" above finish grade. Hydrant assemblies shall utilize hydrant anchoring tees. Centerline of hydrant to branch valve centerline shall be 36" minimum. Valve box shall be 6" maximum under shoulder or unpaved area, or flush with pavement. Thrust blocks shall be installed behind hydrant as shown on the drawings. Steamer nozzle shall face street. Paint exposed hydrant to conform to Owner's color standard (Sherwin Williams Pro Industrial Urethane Alkyd Enamel, 2 coats @ 4 dry mils min. each.)

Lay out hydrant location and obtain approval of hydrant locations from Owner prior to installation. Check grade of main and hydrant location as the main line approaches the hydrant tee. Adjust depth of bury as needed for proper hydrant breakaway flange elevation. Adjust with fittings on branch main as required.

## SECTION 02717 COUPLINGS

### 02717.01 GENERAL

Furnish and install couplings (solid sleeves, cast couplings and two-bolt couplings) as specified in the contract documents. Couplings shall be used in new piping connections when shown on the drawings and to make repairs to existing utilities. Couplings shall be straight, transition, reducing or repair type couplings (as required). All components and materials that will be in contact with the finish water when the project is complete shall be certified to be in compliance with ANSI / NSF Standard 61.

### 02717.02 MATERIALS

#### A. Solid Sleeves

All ductile iron to ductile iron coupling connections shall be made with Solid Sleeves. Solid sleeves shall be ductile iron Class 350 mechanical joint fittings per 02701.02 B. Solid sleeves shall be “long” type (12” minimum length). Mechanical joint restrainers shall be utilized per “Section 02701 Mechanical Joint Restraint” on all connections to ductile iron pipe.

#### B. Cast Couplings

Cast couplings shall only be used where specified on the drawings or approved by the Engineer. Cast couplings shall have ductile iron sleeves and follower flanges per ASTM A-536. Sleeve ends shall have a smooth inside taper for uniform gasket sealing. Follower flanges shall be designed for a high strength/weight ratio. Nuts and bolts shall be 316 Stainless Steel. Gaskets shall be virgin SBR compounded for water service. Gaskets shall meet ASTM D2000 3 BA715. Sleeves and follower flanges shall be painted with shop coat enamel. When specified on the drawings, epoxy coated sleeves and flanges shall be provided.

Cast coupling center sleeves lengths shall be as shown in the following table.

Pipe Ø	4”	6” & 8”	10” & 12”	over 12”
Minimum Center Sleeve Length	5”	7”	10”	12”

#### C. Two-Bolt Couplings

Two-Bolt couplings shall be designed for connecting plain-end pipes. Two-Bolt couplings shall be designed to allow 5 degrees of deflection on each end and accommodate extended OD pipe range. Two-Bolt couplings (non-restraining) shall be used when specified on the drawings and for coupling connections to PVC, cast iron and AC mains.



All cast components (end rings, center ring, and bolt guides) shall be ductile iron, meeting or exceeding the requirements of ASTM A 536, grade 65-45-12. End rings shall be segmented and joined with a hinge. Gaskets shall be one piece and be formed from virgin Nitrile Butadiene Rubber (NBR) compounded for water and sewer service in accordance with ASTM D2000. Bolts and nuts shall be 304 stainless steel UNC carriage head bolts with heavy hex nuts. Fasteners shall be provided with anti-galling protection. Gaskets shall have heavy gauge 304 stainless steel bonded armor. Center ring shall be fusion bonded with epoxy. End rings shall be E-coated with epoxy. Two-Bolt couplings shall be rated for 305 psi working pressure.

Two-Bolt coupling lengths shall be 11.19" minimum for sizes 4" through 12".

### 02717.03     INSTALLATION

Install couplings as shown on the drawings and according to the manufacturer's latest recommendations.

## SECTION 02720 HDPE WATER MAIN TESTING

### 02720.01 GENERAL

Furnish all labor, materials and equipment required to test all water mains as specified in the contract documents. All water mains, services (if required), and hydrant branch mains shall be tested prior to acceptance. The cost of testing is incidental to pipe installation.

### 02720.02 QUALIFICATIONS AND NOTIFICATIONS

The Testing Contractor and personnel shall be approved by the Owner and Engineer. All flushing and testing shall be done in the presence of the Engineer. The Contractor shall notify the Engineer at least 48 hours in advance of any testing.

### 02720.03 WATER PRESSURE TESTING

The testing methods described in this section are specific for water-pressure testing. These procedures should not be applied for air-pressure testing because of the serious safety hazards involved. Air-pressure testing is not allowed.

### 02720.04 TAPS AND APPARATUS

All taps and apparatus required for testing and disinfection shall be the responsibility of the Contractor per Sections 02720 and 02721. Provide taps at each high spot for expelling air. Provide taps as close to the beginning and end of the tested section as possible for injecting chlorine solution, flushing and sampling for chlorine residual.

Water for test pressure and flow shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Owner and Engineer. The pump, piping, connections and all necessary apparatus for conducting the test shall be furnished by the Contractor. The Owner may supply the gauges for the test. The Contractor shall furnish and install all necessary caps, plugs, taps, blowoffs, piping and valves needed to flush and test the pipe. The Contractor shall remove all tubing and piping from the main once all necessary testing has been completed.

### 02720.05 MAINTENANCE OF SYSTEM PRESSURE AND QUALITY

Coordinate with Owner regarding water system flow and pressure. Utilize approved methods to prevent backflow and cross connections. Pressure gauges shall be installed on existing pipes that are used to feed flushing water to the new main to allow for pressure monitoring. System pressure shall be maintained at a minimum of 20 psi, or as required by Water Utility.

All valves separating the new main from the existing system shall be kept closed at all times until the main is accepted. Valve operation for flushing, testing, etc. shall require approval of the Water Utility.

#### 02720.06 PROCEDURE

After the pipe has been laid and completely backfilled the Contractor shall perform the water main test. The test shall be in accordance with AWWA M55 and ASTM F2146 except as herein specified.

Each valved section of pipe shall be slowly filled with water and all air shall be expelled from the pipe. If permanent air vents are not located at all high points, the Contractor shall install corporations at such points (per 02720.04) so the air can be expelled as the pipe is filled with water.

Flush all water mains and hydrants prior to testing. Flushing shall be accomplished by removing the main hydrant valves and bonnets and flushing water through the full open hydrant barrels. Water mains 6" and larger that do not utilize fire hydrants shall be flushed through an unrestricted 6" (min.) pipe. Water mains smaller than 6" shall be flushed through an unrestricted pipe no smaller than the main being flushed.

After expelling all air from the main and properly flushing it, the test can be performed. The test has 2 phases, the Expansion Phase and the Test Phase as described below.

Expansion Phase: Pressurize the pipe to 1.5 times the system design pressure at the lowest point in the pipe being tested. Engineer shall provide the system design pressure prior to the start of the test. Maintain pressure to within 5% of that pressure for 4 hours by adding makeup water as needed. If the test pressure cannot be attained, or it takes an unreasonably long time to reach test pressure, there may be faults such as leakage, entrapped air, or open valving, or the pressurizing equipment may be inadequate for the size of the test section. If such faults exist, discontinue pressurizing, and correct them before continuing.

Test Phase: Immediately at the completion of the Expansion Phase reduce the pressure by 10 psi and monitor pressure for 1 hour. Do not increase pressure or add makeup water.

Pass/Fail Criteria: If no visible leakage is observed, and pressure during the Test Phase remains steady (within 5% of the test pressure) for 1 hour, the section passes.

HOWEVER, in no event is the pipe to be under pressure for more than 8 hours. If you have failed to achieve a passing test in 8 hours from the time the Expansion Phase is started, release all pressure and let the pipe relax for 8 hours before repeating test.

All exposed pipe, fittings, valves, hydrants, and joints shall be examined carefully during the test. Any damaged or defective pipe, fittings, valves, hydrants, or joints that are discovered during the pressure test shall be repaired or replaced with sound material, and the test shall be repeated.

#### 02720.07 FINAL CONNECTIONS

Any pipe section or connection that is longer than 18 feet shall be capped or plugged and tested per Section 02720.

Final connections shall be made, secured and restrained. Final connections shall be as short as possible but shall not exceed 18 feet in length. Leave final connections exposed until pipe has been pressurized for at least 10 minutes and examine carefully for any signs of leakage.

## SECTION 02721 WATER MAIN DISINFECTION

### 02721.01 GENERAL

Furnish all labor, materials and equipment required to disinfect all water mains as specified in the contract documents. All water mains shall be disinfected prior to acceptance. All work under this Section shall comply with AWWA C-651 except as herein specified. The cost of disinfection is incidental to pipe installation.

### 02721.02 QUALIFICATIONS AND NOTIFICATIONS

The Testing Contractor and personnel shall be approved by the Owner and Engineer. All disinfection shall be done in the presence of the Engineer. The Contractor shall notify the Engineer at least 48 hours in advance of any disinfection.

### 02721.03 TAPS AND APPARATUS

All taps and apparatus required for testing and disinfection shall be the responsibility of the Contractor per Sections 02720 and 02721. Provide taps at each high spot for expelling air. Provide taps as close to the beginning and end of the tested section as possible for injecting chlorine solution, flushing, sampling for chlorine residual and bacteriological sampling. Taps to be used for collecting bacteriological samples shall be 0.5" to 1.0", discharges shall be setup to minimize splashing and spray, with smooth clean piping ends and with an accessible ball valve. Hydrants are not acceptable for bacteriological testing.

Chlorine solution for disinfection shall be applied by means of a pump connected to the pipe in a manner satisfactory to the Owner and Engineer. The pump, piping, connections and all necessary apparatus for conducting the test shall be furnished by the Contractor. The Contractor shall furnish and install all necessary caps, plugs, taps, blow-offs, piping and valves needed to flush, test and disinfect the pipe. The Contractor shall remove all tubing and piping from the main once all necessary testing and disinfection has been completed.

### 02721.04 MAINTENANCE OF SYSTEM PRESSURE AND QUALITY

Coordinate with Owner regarding water system flow and pressure. Utilize approved methods to prevent backflow and cross connections. Pressure Gauges shall be installed on existing pipes that are used to feed water to the new main to allow for pressure monitoring. System pressure shall be maintained at a minimum of 20 psi, or as required by Water Utility.

All valves separating the new main from the existing system shall be kept closed at all times until the main is accepted. Valve operation for flushing, testing, disinfection etc. shall require approval of the Water Utility.

## 02721.05 PREVENTATIVE MEASURES

Prevent contaminating materials from entering the pipe during installation. Plugs shall be used where necessary during installation of the pipe to prevent the pipe from being contaminated with mud and silt. All gaskets and lubricants shall conform to AWWA standards. In no case shall petroleum based lubricants be used.

## 02721.06 FLUSHING AND TESTING

The water main shall be flushed and tested prior to disinfection as outlined in Section 02720 WATER MAIN TESTING.

## 02721.07 APPLICATION OF CHLORINE

The required method of disinfecting the water main is by uniform continuous injection of a hypochlorite solution into the main while flowing one source. The chlorine shall be fed into the main at a measured rate so that the entire main is chlorinated to a concentration of 50 mg/l. The chlorine shall be retained in the main for at least 24 hours. At the end of 24 hours the chlorine concentration in the main shall be at least 25 mg/l.

The Slug Method and the Tablet Method of disinfection shall not be allowed. Hypochlorite solutions shall utilize sodium hypochlorite (liquid), solutions shall not be mixed from tablets or powdered hypochlorite.

## 02721.08 FINAL FLUSHING OF MAINS

After the required retention period, the heavily chlorinated water shall be flushed from the main until the chlorine concentration in the main is no higher than water in the system or is acceptable for domestic use. **Pressure Gauges shall be installed on existing pipes that are used to feed flushing water to the new main to allow for pressure monitoring. System pressure shall be maintained at a minimum of 20 psi, or as required by Water Utility.** The Contractor shall be responsible for the proper disposal/dechlorination of the highly chlorinated water, per Department of Human Services and DEP regulations.

## 02721.09 BACTERIOLOGICAL TESTING

After final flushing and before the water main is placed in service, initial samples shall be collected from the water main for bacteriological testing per State of Maine regulations and AWWA specifications. Twenty-four (24) hours after collecting the initial samples, confirmation samples shall be collected. The tests shall be done in accordance with Standard Methods and shall be done by a State Certified Laboratory. If both the initial and confirmation tests show that the samples meet State coliform and bacteria standards then the main shall be placed in service.

If the initial tests fail, the main shall be reflushed and resampled. If these tests fail, the main shall be rechlorinated and the process repeated at the Contractor's expense until satisfactory results are obtained.

The Utility District or Engineer will collect the bacteriological samples and provide the testing. A sample is required within 20 feet of each dead-end section and samples are required at 1200 ft. maximum spacing along the piping being tested.

#### 02721.10 FINAL CONNECTIONS

Any pipe section or connection longer than 18 feet shall be capped or plugged and then tested and disinfected per Sections 02720 and 02721.

Final connections shall be as short as possible, but shall not exceed 18 feet in length. Final connections shall be disinfected by spraying or swabbing per AWWA C651-05, 4.6.

SECTION 02730  
WATER SERVICES

02730.01     GENERAL

Furnish and install water services as specified in the contract documents. Testing of water services (if required) shall comply with Section 02720.

02730.02     MATERIAL

All service brass shall conform to AWWA C-800. The pack joint end connection shall consist of a Buna-N beveled gasket for watertight fit and an independent, slip-clamp locking device which is grooved on the inside for additional restraint.

- A.     HDPE Tubing -- HDPE tubing shall be CTS as specified in Section 02375.
- B.     Corporations -- Corporations shall be ball valve type. Corporation inlets shall have AWWA taper and outlets shall have a compression pack joint. Corporations for individual house services shall be 1" unless shown otherwise on plans. Corporations shall be manufactured by Ford or McDonald, or approved equal.
- C.     Curb Stops -- All curb stops shall be ball valves as manufactured by Ford or McDonald, or approved equal. Curb stops shall have solid one-piece tee head and stem. Curb stops shall have copper packed joints on inlets and outlets. Curb stops shall not have drains. Curb stops for individual house services shall be 1" unless shown otherwise on Plans.
- D.     Curb Boxes -- Curb boxes shall be cast iron extension type with arch pattern base. Curb box tops (covers) shall come complete with pentagon brass plug and shall be marked "Water." A ½" stainless steel service box rod shall be included. All curb stop box tops shall be threaded. No setscrew type box tops shall be utilized. Curb stop boxes shall be of sufficient length to not require extensions. Curb boxes for 1" and larger curb stops shall have heavy design foot piece.
- E.     Curb Stop Wrench -- A curb stop wrench (rod end with pentagon x 2-hole handle) shall be supplied to the Owner.



- F. Service Saddles -- Service saddles shall have ductile iron (65-45-12) body and double strap type. Straps shall be 304 (18-8) SS with Teflon coated threads. Saddle body shall have 10 mils of fusion applied nylon coating. Saddles for PVC piping shall be pre-formed at the factory to the exact pipe size to avoid over-stressing the pipe during installation. Corporation taps to PVC or HDPE mains of all sizes or ductile iron mains 6" and smaller shall utilize a service saddle.

#### 02730.03 INSTALLATION

Installation shall follow the general AWWA standards and manufacturers latest recommendations. Curb stops and boxes for individual services shall be installed at the right-of-way limit. Curb boxes shall be installed plumb with the box lid installed flush with the finish grade. Curb stops and boxes shall be supported so that they do not put pressure on the service line. Copper tubing shall be bedded with 8" of clean sand bedding (from 4" below to 4" above the pipe).

Water service pipes and curb stops shall be installed with the same amount of cover as specified for the associated water main (6'-0" unless noted otherwise on the plans). Connections to existing service pipes which have less cover than required shall be done with copper tubing and couplings on the private side of the curb stop.

Flush the service line prior to connecting to existing services. Pressurize the service line and inspect for leaks prior to backfilling.

All corporations requiring a service saddle shall be installed prior to pressure/leakage test (Section 02720).

All water services shall be continuous (no 3-part couplings allowed) from the corporation to the curb stop.

#### 02730.04 WARNING TAPE

Install Warning Tape in trench approximately 2 feet above new service line. Install per manufacturer's recommendation.

Warning tape shall be a minimum of 2" wide, be color coded for water in accordance with the APWA and be marked Caution Buried Water Line Below.

SECTION 02735  
POLYETHYLENE TUBING

02735.01     GENERAL

Furnish and install polyethylene tubing as specified in the contract documents.

02735.02     MATERIAL

Polyethylene tubing shall be copper tube size polyethylene pipe. Pipe size shall be as designated on the drawings (3/4", 1", 1-1/4", 1-1/2" or 2"). Tubing shall have a working pressure rating of 200 psi. Tubing shall conform to AWWA C-901, ASTM D-1248 and ASTM D-2737.

Insert stiffeners shall be stainless steel and shall be used at all compression connections.

Couplings shall be brass and shall conform to AWWA C-800. The pack joint end connection shall consist of a Buna-N beveled gasket for watertight fit and an independent, slip-clamp locking device which is grooved on the inside for additional restraint. Couplings shall be manufactured by Ford, McDonald, Mueller, or approved equal.

02730.03     DETECTABLE WARNING TAPE

Install Detectable Warning Tape in trench approximately 2 feet above new service line. Install per manufacturer's recommendation.

Detectable Warning Tape shall have a minimum thickness of 4 mils with a solid aluminum core to ensure continuity. Tape shall be supplied in 1,000' coils with a minimum width of 2". Tape shall be marked "Water" and shall conform to the APWA color code specifications for underground tape systems. Detectable Warning Tape shall be EJP #91700, or approved equal.

02735.04     INSTALLATION

Installation shall follow the general AWWA Standards and manufacturer's latest recommendations. Polyethylene tubing shall be installed with 8" of clean sand bedding (with 3" minimum of sand below the tubing). Polyethylene tubing shall be installed with 6 feet of cover unless noted otherwise on the plans.

Tubing shall be installed with single lengths of tubing when possible to keep the number of joints to a minimum. All joints and connections shall be made with brass (copper pipe packed joint) fittings and insert stiffeners shall be used at all connections.

SECTION 02800  
SEWER MAIN EXTENSION/REPLACEMENT

02800.01     GENERAL

Furnish all labor, materials and equipment required to install new sewer mains, sewer services and appurtenances necessary for extending or replacing sewer mains as shown on the plans.

02800.02     MATERIALS AND INSTALLATION DETAILS

Materials used for sewer main and service work shall be as specified in the contract documents (specifically sections 02800-02899). Sewer main and service work shall be installed as shown on the project drawings.

02800.03     MAINTENANCE OF SERVICE TO CUSTOMERS

The Contractor shall be responsible for maintaining sewer service to customers at all times. The Contractor shall comply with the temporary service and connection requirements in Section 01710. The Contractor shall utilize construction and excavation procedures that minimize disruption of service to utility customers. Obtain approval of Engineer regarding proposed methods and schedule for installing connections.

02800.04     DISCONTINUED FACILITIES

Discontinued facilities include those mains, manholes and services that are designated on the plans to be discontinued or abandoned. In addition, facilities (mains, manholes, services, etc.) that will no longer be in service once the project is completed shall be considered as discontinued facilities.

In general, old discontinued sewer mains can be left in place. All old sewer mains that have been cut shall have an approved cap or plug installed on them to prevent migration of water and soil through abandoned lines. Grouting of discontinued lines is not an acceptable alternative to caps or plugs.

Discontinued manholes shall have their manhole frames and covers removed and delivered to an Owner-designated facility. Remove manhole structure, cap or plug old mains, and fill with granular backfill.

02800.05     SEWER SERVICES

Each home or business along the route of the sewer main replacement shall receive a new sewer service. Sewer services shall be as specified in Section 02830 and shown on the details on the drawings.

## 02800.06 SEWER BY-PASSING

All flow from broken or disturbed sewer mains shall be contained and discharged back into the sewer system in a manner acceptable to the sewer utility. Discharge of untreated sewage to the trench or stone bedding is not acceptable. Provide pumps, plugs, piping, tank trucks, or other approved methods and materials. Prevent soil, stone and other debris from entering the sewer system.

SECTION 02801  
GRAVITY SANITARY SEWERS

02801.01     GENERAL

Furnish all labor, materials and equipment necessary to install the Gravity Sanitary Sewers as specified in the contract documents.

02801.02     MATERIALS

A.)     SDR 35 PVC Sewer

Unless specified otherwise on the plans all gravity sewer pipes shall be polyvinyl chloride (PVC) pipe and shall conform to ASTM D3034 SDR 35. The joints shall be push-on type utilizing rubber sealing rings that conform to ASTM D3212 and F477. PVC resin shall conform to ASTM D1784. When applicable, ductile iron gravity sewers are specified in Section 02802.

Care should be exercised in transporting and handling of pipe to avoid damage. Pipe stored on site shall be in enclosures or under protective coverings. Materials shall not be stored directly on the ground.

B.)     C-900 PVC Sewer

C-900 PVC sewer pipe shall meet the requirements of AWWA C-900 "Standard for PVC Pressure Pipe, 4" to 12" for Water" and shall be furnished in cast-iron pipe equivalent outside diameters with rubber gasketed joints. Pipe shall be Class 150, DR 18, 20' laying lengths and shall have integral bell joints. Pipe shall conform to ASTM D-2241 and be UL approved.

Fittings for C-900 PVC pipe shall be manufactured in one piece of injected molded PVC compound meeting ASTM D1784. Fittings shall be Class 150 and conform to requirements of DR 18. Bells shall be gasketed joints conforming to ASTM D3139 with gaskets conforming to ASTM F477.

Each length of pipe and integral bell shall pass a hydrostatic integrity test at the factory of four times the class pressure of the pipe for a minimum of 5 seconds. Pipe and couplings shall pass the sustained pressure, burst pressure, flattening and extrusion quality tests as outlined in AWWA C-900.

14" to 24" pipe specified as C-900 shall be AWWA C-905 DR 18.

02801.03     INSTALLATION

An "in pipe" laser shall be utilized for horizontal and vertical alignment of all new gravity sewer pipes on this project. The pipes shall be installed to the lines and grades shown on the contract documents. The pipe elevation at any point shall not be off-grade by more than 0.0002 ft/ft. This allows for a maximum tolerance of 0.02 feet in a 100 foot run and a

maximum tolerance of 0.06 feet in a 300 foot run. The allowable elevation tolerance for individual lengths of pipe shall be +/- 0.01 feet.

The pipe alignment at any point shall not be off-line by more than 0.0002 ft/ft. The allowable tolerance for individual lengths of pipe shall be +/- 0.01 feet.

The pipe shall be bedded with crushed or screened stone from 6" below the pipe to 6" above the pipe. The trench shall be excavated to the required grade and 6" of bedding installed and compacted. The pipe shall be installed on the bedding and the joints assembled in accordance with the recommendations of the manufacturer. Bedding material shall then be installed to the mid-point of the pipe. The bedding shall be worked and packed under the edges of the pipe with hand shovels and then it shall be compacted. Bedding material shall then be installed to 6" above the pipe and compacted.

All compaction of bedding material shall be done with a vibrating plate compactor for the full trench width. Care shall be taken to prevent movement of the pipe during bedding installation, compaction, and backfilling.

Blocking (installation of the pipe prior to bedding and then support of the pipe while bedding is installed under it) shall not be allowed.

All field cutting and beveling of pipe shall comply with the manufacturer's recommendations. Ends shall be cut square and perpendicular to the pipe axis. Ends shall be beveled, filed smooth and stop marked with a felt tip marker so that they are comparable to factory pipe spigots.

#### 02801.04 INSPECTION

The Contractor will supply all labor necessary for the Engineer to inspect the pipe and fittings. The Contractor will examine the areas to receive piping for defects, weak structural components, and deviations beyond allowable tolerances for pipe clearances that would adversely affect the execution and the quality of the work. The Contractor will remove all rejected materials from the job site. Work will be started only after adverse conditions are corrected. Backfilling of pipe will begin only after the pipe installation is in conformance with these specifications.

#### 02801.05 SEPARATIONS AND CROSSINGS OF SEWERS AND WATER MAINS

Sanitary Sewers shall be laid at least 10 feet horizontally from any existing or proposed water main, per State of Maine Department of Human Services Regulations. The distance shall be measured edge of pipe to edge of pipe. At crossings, one full length of sewer pipe shall be located so both joints will be as far from the water pipe as possible, and a minimum vertical distance of 18 inches of free earth shall be provided between the water main and the sewer. Special structural support for the water and sewer pipes may be required. Concrete encasement shall be used at water main crossings as shown on the detail sheet of the contract drawings.

## 02801.06      BYPASSING

When necessary the Contractor shall develop and submit for review and approval, a bypass pumping plan. This would be required on streets where sewer mains will be installed in-place live and flows cannot be stopped during construction. Contractor will coordinate with the District for temporary stoppages in pump stations upstream of the work area.

## SECTION 02820 SEWER MAIN TESTING

### 02820.01 GENERAL

Furnish all labor, materials and equipment required to test all sewer mains as specified herein. All sewer mains shall be tested prior to acceptance. All testing shall be done in the presence of the Engineer. The Contractor shall notify the Engineer at least 48 hours in advance of any testing.

### 02820.02 REQUIREMENTS

The Contractor shall only use testing equipment, plugs and compressors specifically designed for low pressure sewer testing. Equipment shall include a pressure relief valve set no higher than 9 psig. The Contractor shall follow the manufacturer's recommendations for operation and safety. Equipment shall only be operated by personnel trained and experienced with its proper use.

For a sewer main test to be considered for acceptance, the sewer main segment must be part of a manhole to manhole reach of pipe that has been completed and backfilled to final grade. The manholes on each end of the reach of pipe shall be successfully tested prior to testing of the sewer main.

The maximum allowable infiltration limit for all pipe shall be 100 gal/day/inch/mile of pipe installed. If there is evidence of poor workmanship, improper storage of pipe, or if test results are unsatisfactory, the Engineer may direct that additional tests be made on any and all of the pipe.

### 02820.03 PROCEDURE

Test all gravity sewer lines for leakage by conducting a low pressure exfiltration air test. All sewer lines shall be cleaned to remove all sediment and debris prior to testing.

Test plugs shall be properly installed and braced.

A minimum of 4-lbs/sq-in air pressure shall be applied to the line being tested. The air compressor shall then be shut off. A pressure drop, from the applied pressure, of less than 1.0 psi during the period of time specified in the table below will constitute an acceptable air pressure test. If the pressure drop during the indicated time interval is exceeded, the test will be determined as a failure and the Contractor shall locate and correct the leak associated with the failure. Following correction of the leak the pipe shall be retested at the Contractor's expense.



Table of Air Test Durations

Sewer Diameter (Inches)	4	6	8	10	12	15	18	21	24-30
Test Duration (Minutes)	2	3	4	5	6	8	9	10	11.5

All sewer lines not complying with the requirements for infiltration and/or air testing shall be repaired or replaced at the Contractor's expense. The Contractor shall repair and retest the line at his expense until an acceptable test is achieved. No repairs will be made internally on the pipe unless specifically authorized by the Engineer in writing. All repairs shall be made externally to the sewer lines. If any pipe is defective, it shall be removed and replaced.

If, during the process of repairing the new sewer main or during other operations not necessarily related to sewer construction (such as constructing roadways, cleanup, etc.), debris and sediment enters the new sewer or manholes, the sewer shall again be cleaned prior to final acceptance.

02820.03      DEFLECTION TEST (FOR PVC PIPE)

Prior to final acceptance of the sewer the Contractor shall take deflection measurements of all PVC sewer mains by use of a mandrel assembly (7½%) pulled through the entire length of each sewer run. If a deflection in the diameter of the pipe equal to or greater than 7½% of the specified pipe diameter is measured, the defective pipe will be removed and replaced by the Contractor at the Contractor's expense. The pipe shall then be re-tested.

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SECTION 02821  
SEWER MAIN CCTV INSPECTION

02821.01     GENERAL

Furnish all labor, materials and equipment required to perform closed circuit television inspection of the interior of sewer mains as specified herein. Inspections shall be done 1 section at a time with flow being suitably controlled during inspection. All CCTV shall be done in the presence of the Owners representative. The Contractor shall notify the Engineer at least 48 hours in advance of any testing. Signage and traffic control are incidental to the work.

02821.02     EQUIPMENT

The television camera used for the inspection shall be one specifically designed and constructed for operation in connection with sewer inspection. It shall be operative in 100 percent humidity conditions and shall have a 360-degree radial view rotating head. Lighting and camera quality (3 lux) shall be suitable to allow a clear in-focus picture of a minimum of six lineal feet of the entire inside periphery of the sewer pipe. Lighting for the camera shall minimize reflective glare. To insure peak picture quality throughout all conditions encountered during the survey, a variable intensity control of the camera lights and remote control adjustments for focus and iris shall be located at the monitoring station.

Focal distance shall be adjustable through a range from six inches to infinity. Continuously displayed on the monitors shall be; (1) date of the survey, (2) number designation of the upstream and downstream manholes corresponding to the line section being surveyed, and (3) a continuous forward and reverse readout of the camera distance from the manhole of reference. The remote reading footage counter shall be accurate to 2/10 (two-tenths) of a foot. The camera, television monitor, and other components shall be capable of producing a minimum 500-line resolution color video picture.

02821.03     PROCEDURE

Television equipment specified in this section shall be used to perform television inspection on one manhole-to-manhole segment at a time (for the sewer mains), and cleanout to the main (for sewer laterals). The inspection shall be performed by pulling the television camera through the line along the axis of the pipe at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition and the exact location of each service connection. The camera should also inspect the condition of the lateral connection to the sewer main. Offsets, breaks or any defect on the sewer main, lateral or connection shall be noted on the preliminary post-TV inspection and be submitted to the OWNER. The Inspection shall be performed in a forward and/or backward direction, according to the line condition at the time the inspection is made.

#### 02821.04 OPERATION

The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to permit proper documentation of the sewer condition. In no case will the television camera be pulled at a speed greater than 30 (thirty) feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. A self-propelled tractor unit may be necessary for lines with only one entrance access or to prevent set up at high traffic intersections. As the camera approaches a lateral connection, the camera progress shall be halted and the camera lens panned to further view the lateral pipe and connection to thoroughly evaluate its condition.

A. When manually operated winches are used to pull the television camera through the line, walkie-talkie radios or other suitable means of communication shall be set up between the two manholes of the section being inspected to ensure good communications between members of the crew.

B. The importance of accurate distance measurements is emphasized. The accuracy of the remote reading footage counter shall be checked periodically by use of a walking meter, roll-a-tape, or other suitable device. The accuracy shall be satisfactory to the OWNERS representative.

C. Should any videos, data or section thereof prove to be unsatisfactory to the OWNERS representative, the OWNER may request part or all of that video be re-televised.

#### 02821.05 FLOW CONTROL

Contractor shall be responsible for control of sewage while televising sewers, by pumped bypass to the next manhole or other means acceptable to the Engineer. Maximum allowable flow depth shall be 25% of pipe diameter for pipes up to 12 inches diameter, 30% for 15" 24" diameter, and 35% for greater than 24" diameter.

#### 02821.06 RECORDS

The following listed documentation shall be provided and the cost for such shall be incidental. No additional compensation shall be made.

A. Television Inspection Reports (Logs): The Contractor shall keep printed location records that clearly show the location, in relation to the reference manholes, of each service lateral observed during inspection. A printed hard copy of such records will be supplied to the OWNER. If possible, laterals should also be referenced by address (i.e., by person above ground following with radio and roll-a-tape).

B. Each report, on each section of line televised, will have a summary and evaluation as to the general condition of that section and a digital picture of each lateral connection.

C. DVD Format: The TV inspection submittal shall be on DVD standard format. DVDs shall be labeled and individually numbered.

1. DATA VIEW VISIBLE ON DVD PRIOR TO INSPECTION:

- i. Street Name
- ii. Street Addresses for all sewer laterals
- iii. U/S and D/S MH number
- iv. Anticipated distance of reach
- v. Size of line
- vi. Type of pipe
- vii. Direction of TV (U/S or D/S)
- viii. Date and time of TV inspection

2. DATA VIEW VISIBLE ON DVD DURING INSPECTION:

- i. Street Addresses for all laterals
- ii. U/S and D/S MH number
- iii. Current distance along reach
- iv. Date of TV inspection

3. AUDIO (MUST BE AUDIBLE ON DVD):

- i. Date and time of TV inspection
- ii. Verbal confirmation of upstream & downstream manhole numbers
- iii. Verbal description of direction of camera movement and depth of flow
- iv. Verbal description of pipe size, pipe type, and pipe joint length
- v. Verbal description of lateral & verbal description of the location
- vi. Verbal description of location of each service lateral
- vii. Verbal description of each manhole

02821.07      PAYMENT

Payment for Television Inspection shall be incidental to the pipe line items.

SECTION 02830  
GRAVITY SEWER SERVICES

02830.01     GENERAL

Furnish all labor, materials and equipment necessary to install the Gravity Sewer Services as specified in the contract documents.

02830.02     RELATED SPECIFICATION SECTIONS

The pipe materials, installation and inspection requirements shall conform with Section 02801. Testing of gravity sewer services (when required) shall conform with Section 02820.

02830.03     FITTINGS

All PVC sewer fittings shall be in full conformance with ASTM D-3034. PVC resin shall conform to ASTM D-1784, joints shall conform to ASTM D-3212 and gaskets shall conform to ASTM F-477.

The lateral service pipe shall connect to the sewer main with a wye or tee. No saddles are allowed.

For connection of new sewer services to existing service laterals, utilize Series 5000 Strong Back Repair Couplings by Fernco, Inc. or approved equal. Shear ring shall be 0.12" thick stainless steel. Coupling shall be made specifically for the pipe size and materials used.

02830.04     SERVICE PIPE SLOPE

Unless otherwise required all sewer service pipes shall be installed at the following slopes. The following slopes are the minimum acceptable slopes and shall be utilized to allow for connecting by the users. For 6" pipes the slope shall be 0.01 ft/ft. For 4" pipes the slope shall be 0.02 ft/ft.

02830.05     SERVICE TIES

The contractor shall maintain records of service locations as described in the contract documents. These records shall include distance from the nearest downstream manhole to the service tee, length of service pipe laid, type of existing service pipe if applicable, and survey ties to end of service pipe.

## SECTION 02850 MANHOLES

### 02850.01 GENERAL

Furnish, install and test all manholes as specified in the contract documents.

### 02850.02 MATERIALS

#### A.) Manholes

All manholes shall be constructed of precast concrete. Manholes shall be designed for H-20 loading. Concrete manholes shall have 4000 psi 28 day strength (for 4' dia. and 5000 psi for any of larger dia.) and shall acquire 75% of their 28-day strength before being shipped to the project. Manholes shall have factory cast holes at the proper location and elevation as shown on the contract drawings. Manhole sections shall be joined with butyl rubber kent seal no. 2. Minimum thickness of the reinforced barrel sections and base shall be 5 inches. All manholes shall have eccentric cones. The tops of the cones shall be 8 inches wide to accommodate riser rings. Two coats of non-bituminous waterproofing shall be applied to the outside of all manholes. Damaged manholes shall be rejected.

#### B.) Manhole Riser Rings

Manhole riser rings shall be Pro-Ring Expanded Polypropylene (EPP) manhole adjustment rings as manufactured by Cretex Specialty Products, or approved equal. Risers must meet H-20 loading at a minimum and be approved for installation by the Maine DOT. Contractor shall install riser rings or adjustment rings in accordance with the manufacturer's latest recommendations and as shown on the plans. Provide and install sealants as recommended by manufacturer. Installed riser ring assembly shall be waterproof.

#### C.) Steps

Manhole steps shall be polypropylene plastic coated steel by M.A. Industries or approved equal. Steps shall be cast into the manhole sections and spaced a maximum of 12" on center vertically.

#### D.) Frames and Covers

Covers shall be 24" diameter and shall be clearly marked "SEWER." Frames shall have a clear opening of 22". The castings shall be of good quality even grained gray cast iron (ASTM-A48 Grade 30) and shall be free of lumps, blisters, scales, and other defects. Manhole covers shall have two lift holes and shall be matched to the frames with machined surfaces. Frames and covers shall have an H-20 load rating.



E.) Pipe Sleeves

Pipe sleeves shall be lock joint flexible sleeves that shall be cast or locked into the manhole base. These sleeves shall be capable of allowing substantial off center alignment. The sleeves shall be attached securely to the outside of the pipe with stainless steel bands to provide a watertight seal.

F.) Dampproofing

Dampproofing shall be ConSeal CS-55 manufactured by Concrete Sealants, Inc., New Carlisle, OH, or approved equal.

02850.03      **INSTALLATION**

A.) Bases and Barrel Sections

Manhole bases shall be installed before laying pipe to the manhole. The manhole base shall be set on a 12" compacted stone bed. Once the sewer pipe has been connected to the manhole, barrel sections shall be installed after installing kent seal at the joints. The pipe shall extend into the manhole so that it is flush with the inside wall. There shall be no pipe bells inside the manhole.

B.) Inverts, Troughs and Tables

Manhole inverts may be precast concrete or brick. The trough depth shall be equal to the pipe diameter. The tables shall slope toward the trough at 1" per foot for drainage. The finished surface of the invert shall be smooth, free of any obstructions and shall have a uniform pitch from inlet to outlet. The finish surface for both inverts and tables shall be brick.

C.) Frames and Covers

Install frames and covers as shown on the plans. The frames shall be brought to the proper grade with HDPE manhole riser rings. Install per manufacturers recommendations.

When manholes are in paved areas, the frame and cover shall be adjusted to grade once the base pavement has been placed. The cost of adjusting the frame and cover to grade, including pavement cutting and replacement, is incidental to the manhole cost. In paved areas the frame and cover shall be set 1/4" below final grade.

D.) Dampproofing

Dampproofing shall be applied in 2 coats, only after concrete and mortar has set, allowing time between coats to permit sufficient drying so the application of the second coat has no effect on the first. Dampproofing shall be applied by brush, roller, or spray in accordance with the manufacturer's instructions.

E.) Polywrap

Manholes shall be Polywrapped as shown on the contract drawings.

02850.04 TESTING

All manholes shall be vacuum tested immediately after assembly and prior to backfilling. All lift holes shall be plugged with an approved non-shrink grout. All pipes entering the manhole shall be plugged. The plugs shall be securely braced to prevent them from being sucked into the manhole. The test head shall be placed at the inside of the top of the cone section and the seal inflated in accordance with the manufacturer's recommendations. A vacuum of 10 inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed the time shall be measured for the vacuum to drop to 9 inches. The test shall pass if the time is greater than 2 minutes for manholes less than 10 feet deep, 2.5 minutes for manholes 10 to 15 feet deep and 3 minutes for manholes greater than 15 feet deep. If the manhole fails the initial test, necessary repairs shall be made with a non-shrink grout while the vacuum is still being drawn. Retesting shall proceed until a satisfactory test is obtained.