



STATE OF MAINE  
DEPARTMENT OF TRANSPORTATION  
16 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0016

Janet T. Mills  
GOVERNOR

Bruce A. Van Note  
COMMISSIONER

January 5, 2023  
Subject: Main St. Bridge  
Replacement  
State WIN: 022260.01  
Location: **Solon**  
**Amendment No. 2**

Dear Sir/Ms.:

Make the following changes to the Bid documents

In the Bid Book :

**Insert** the attached Water Utility Related General Requirements And Special Provisions totaling one hundred and forty-two pages

**Remove** pages sixteen to twenty-four titled Proposal Schedule of Items dated 12/16/2022 totaling nine pages and **Replace** with the attached Proposal Schedule of Items dated 1/4/2023 totaling eleven pages.

In the Plan sheet:

On page 2 **Remove** item 822.34 8 INCH CLASS DUCTILE IRON PIPE and **Replace** with item 822.3402 8" CLASS 52 CEMENT LINED DUCTILE IRON WATERMAIN make this change in pen and ink

The following questions have been received:

**Question:** Can you please confirm the type / finish on the rebar used for the reinforcing of the NEXT Beams (i.e. Black, Epoxy Coated, HDG, Low Carbon Chromium, etc....)?

**Response:** Reinforcing for NEXT beams shall be plain (black) reinforcing

**Question:** If Black, can you please confirm that Grade 706 (Weldable) rebar is an acceptable substitution for A615 rebar?

**Response:** Grade 706 (weldable) rebar is an Acceptable substitution

Consider these changes and information prior to submitting your bid on **January 18, 2023**.

Sincerely,



George M. A. Macdougall P.E.  
Contracts & Specifications Engineer

**Water Utility Related  
General Requirements  
And  
Special Provisions**

**For the  
Main Street Bridge Fall Brook  
MaineDOT Project No.  
WIN 022260.01**

**January 3, 2023**

**Water Utility:  
Solon Water District  
Solon, Maine**



**Water Utility Engineer:**

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

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

Project #55801

**MAIN STREET BRIDGE  
FALL BROOK  
WATERMAIN REPLACEMENT**

**TABLE OF CONTENTS**

**CDBG & DWSRF REQUIREMENTS**

Federal Regulations & Bidder Certification  
State of Maine CDBG Program Federal Construction Contract Provisions for Contracts  
Exceeding \$100,000.00  
Contract Information Reporting Form  
EEO Poster  
Section 3 Income Worksheet  
Section 3 Utilization Report  
Davis Bacon Poster  
Davis Bacon Wage Rates  
Weekly Payroll Form  
Employee Interview Form  
Request for Authorization of Additional Classification and Rate  
Maine Drinking Water Program – SRF Supplemental Conditions  
Project Sign

**TECHNICAL SPECIFICATIONS**

SP 001	Water Utility General Requirements
SP 816	Couplings
SP 817	Water Main Testing
SP 818	Water Main Disinfection
SP 822	Ductile Iron Pipe & Fittings
SP 823	Gate Valves
SP 824	Fire Hydrants
SP 825	Water Services
SP 826	Temporary Services & Connections
SP 827	Trench Insulation
SP 828	Earth Work
SP 829	Pre-Insulated Ductile Iron Pipe
SP 830	Utility Pipe Hangers
SP 831	Asbestos Cement Pipe Demolition

## SECTION 00420

### **FEDERAL REQUIREMENTS & BIDDER CERTIFICATION**

#### Included in this Sections:

- *State of Maine CDBG Program Federal Construction Contract Provisions for Contracts Exceeding \$100,000*

The first section of this Provision includes: **Certification for Prime Bidder**

The following Forms, which are included in Certifications for Prime Bidder, must be submitted with Bid:

1. Certification of Contractor Regarding Equal Employment Opportunity (For prime contracts exceeding \$100,000)
  2. Certification of Contractor Regarding Segregated Facilities (For prime contracts exceeding \$100,000)
  3. Section 3 Affirmative Action Plan (For prime contracts exceeding \$100,000)
  4. Contractor's DBE/Subcontractor Utilization Form
- *Contract Information Reporting Form*
  - *Equal Opportunity Employment Poster*
  - *Section 3 Income Worksheet*
  - *Section 3 Utilization Reporting Form*



**STATE OF MAINE CDBG PROGRAM  
FEDERAL CONSTRUCTION CONTRACT PROVISIONS FOR  
CONTRACTS EXCEEDING \$100,000**



**"BUILDING MAINE COMMUNITIES"**

**Department of Economic & Community Development  
Office of Community Development  
111 Sewall Street  
59 State House Station  
Augusta, Maine 04333-0059  
(207) 624-9800 (Voice)  
Hearing Impaired 1-800-437-1220**

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT**

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**INFORMATION FOR BIDDERS  
PLEASE READ CAREFULLY!**



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

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

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

**For Contracts Exceeding \$100,000**

1. CERTIFICATION OF CONTRACTOR REGARDING SEGREGATED FACILITIES
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY
3. CONTRACTOR'S DBE/SUBCONTRACTOR UTILIZATION FORM

**For Contracts Exceeding \$200,000**

1. SECTION 3 AFFIRMATIVE ACTION PLAN
2. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

**Additional certifications by subcontractors prior to the start of work date**

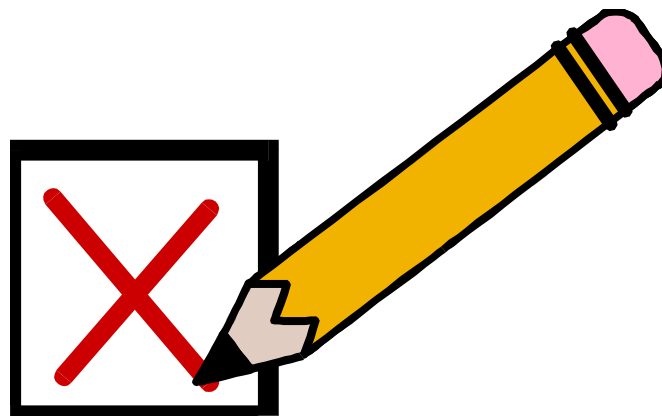
1. For all subcontracts exceeding \$10,000; Certification of Subcontractor Regarding Segregated Facilities and Certification of Subcontractor Regarding Equal Employment Opportunity and Contractor's DBE/Subcontractor Utilization Form.
2. For all subcontracts exceeding \$200,000; Section 3 Affirmative Action Plan.

**Submission of Section 3 Utilization Report for Contracts Exceeding \$200,000**

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

# CERTIFICATIONS FOR PRIME BIDDER

Must be submitted with Bid





**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

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

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

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

\_\_\_\_\_  
Date



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

**Project Name and Number:** \_\_\_\_\_

**The undersigned hereby certifies that:**

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

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

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

\_\_\_\_\_  
**Date**

**NEW CHANGES AS OF OCTOBER 2020  
PLEASE READ!**

**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SECTION 3 REQUIREMENTS**

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 75] is HUD's legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As a condition of receiving HUD assistance recipients certify that they will comply with the requirements of Section 3 annually pursuant to 24 CFR 570.607(b).

**Section 3 projects are those where HUD program assistance is used for housing rehabilitation, housing construction and other public construction projects that generally exceed a \$200,000 project threshold or any Section 3 project funding from HUD's Lead Hazard Control and Healthy Homes programs.**

**Applicability of Section 3 to Community Planning & Development Assistance:**

**Contractors** or subcontractors on a project in excess of **\$200,000** for Section 3 covered projects are **required to comply** with Section 3. Accordingly, the recipient must attempt to reach the **Section 3 minimum numerical goals** found at 24 CFR Part 75, Subpart C:

- (1) Twenty-five (25) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Section 3 workers;

$$\frac{\text{Section 3 Worker Labor Hours}}{\text{Total Labor Hours}} = 25\%$$

**And**

- (2) Five (5) percent or more of the total number of labor hours worked by all workers on a Section 3 project are Targeted Section 3 workers, as defined at § 75.21.

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

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

**Recipient Responsibilities Pursuant to Section 3**

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

1. Implementing procedures to notify Section 3 residents and business concerns about training, employment, and contracting opportunities generated by Section 3 covered assistance;
2. Notifying potential contractors working on Section 3 covered projects of their responsibilities;
3. Incorporating the Section 3 Clause into all covered solicitations and contracts [see 24 CFR Part 75.38];
4. Facilitating the training and employment of Section 3 workers and the award of contracts to Section 3 business concerns;
5. Assisting and actively cooperating with the Department in making contractors and subcontractors comply;
6. Refraining from entering into contracts with contractors that are in violation of Section 3 regulations;
7. Documenting actions taken to comply with Section 3.

### **Section 3 Workers are:**

HUD defines a Section 3 worker for both public housing financial assistance and Section 3 projects as a worker that meets one of the following requirements:

- The worker's income is below the income limit established by HUD for the project area.
- The worker is employed by a Section 3 business concern.
- The worker is a YouthBuild participant.

For § 75.21, Section 3 projects, a Targeted Section 3 worker includes any worker who is employed by a Section 3 business concern or is a Section 3 worker who is:

- Living within the service area or neighborhood of the project; or
- A YouthBuild participant.

### **Section 3 Businesses are:**

HUD defines a Section 3 business concern as a business concern that meets one of the following requirements:

- It is at least 51 percent owned by low- or very low-income persons;
- Over 75 percent of the labor hours performed for the business are performed by low- or very low-income persons; or
- It is a business at least 51 percent owned by current public housing residents or residents who currently live in Section 8-assisted housing.

Some examples include: proof of residency in a public housing authority; proof of federal subsidies for housing, food stamps, or unemployment benefits; and payroll data or other relevant business information.

For additional information, please visit the Section 3 website at: [www.hud.gov/section3](http://www.hud.gov/section3).

<sup>1</sup> See [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=5842](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=5842).

<sup>2</sup> See [http://www.doleta.gov/youth\\_services/youthbuild.cfm](http://www.doleta.gov/youth_services/youthbuild.cfm).

### **Section 3 Clause**

A. The work to be performed under this contract, subcontract, memorandum of understanding, cooperative agreement or similar legally binding agreement, is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (Section 3). The purpose of Section 3 is to ensure, to the greatest extent feasible, that training, employment, contracting, and other economic opportunities generated by Section 3 covered financial assistance shall be directed to low- and very low-income residents of the neighborhood where the financial assistance is spent, particularly to those who are recipients of government assistance for housing, and to businesses that are either owned by low- or very low-income residents of the neighborhood where the financial assistance is spent, or substantially employ these persons.

B. The parties to this contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by execution of this contract or subcontract memorandum of understanding, cooperative agreement or similar legally binding agreement the parties certify that they are under no contractual or other impediment that would prevent them from complying with the requirements of 24 CFR Part 75.

C. The contractor agrees to identify current employees on its payroll when the contract or subcontract was awarded who will be working on the Section 3 covered project or activity and certify that any vacant employment opportunities, including training positions, that are filled:

1. After the contractor is selected; and
2. With persons other than those that meet the definition of a Section 3 resident, were not filled to circumvent the contractor's Section 3 obligations.

D. The contractor agrees to maintain records documenting Section 3 residents that were hired to work on previous Section 3 covered projects or activities that were retained by the contractor for subsequent Section 3 covered projects or activities.

E. The contractor agrees to post signs advertising new employment, training, or Sub-contracting opportunities that will be available as a result of the Section 3 covered projects and activities in conspicuous places at the work site where potential applicants can review them.

F. The contractor agrees to hire, to the greatest extent feasible, Section 3 residents as new hires, or provide written justification to the recipient that is consistent with 24 CFR Part 75, describing why it was unable to meet minimum numerical hiring goals, despite its efforts to comply with the provisions of this clause.

G. The contractor agrees that in order for a Section 3 resident to be counted as a new hire, the resident must work a minimum of 50 percent of the average staff hours worked for the category of work for which they were hired throughout the duration of time that the category of work is performed on the covered project.

H. The contractor agrees to award, to the greatest extent feasible, 10 percent of the total dollar amount of subsequent subcontracts awarded in connection with the Section 3 covered project or activity to Section 3

businesses, or provide written justification that is consistent with 24 CFR Part 75 describing why it was unable to meet that goal, despite their efforts to comply with the provisions of this clause.

I. The contractor agrees to notify Section 3 residents and businesses about the availability of new employment, training, or contracting opportunities created as a result of the receipt of Section 3 covered financial assistance, as stipulated by the awarding agency.

J. The contractor agrees to verify the eligibility of prospective Section 3 residents and businesses for employment, training, or subcontracting opportunities, in accordance with the recipient's policies and procedures.

K. The contractor agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, as applicable.

L. The contractor agrees to notify potential bidders on subcontracts that are associated with Section 3 covered projects and activities about the requirements of Section 3 and include this Section 3 clause in its entirety into every subcontract awarded.

M. The contractor agrees to impose sanctions upon any subcontractor that has violated the requirements of this clause in accordance with the awarding agency's Section 3 policies and procedures.

N. The contractor agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the awarding agency.

O. If applicable, the contractor agrees to notify each labor organization or representative of workers with which the recipient, sub-recipient, or contractor has a collective bargaining or similar labor agreement or other understanding, if any, about its obligation to comply with the requirements of Section 3 and ensure that new collective bargaining or similar labor agreements provide employment, registered apprenticeship, training, subcontracting, or other economic opportunities to Section 3 residents and businesses, and to post notices in conspicuous places at the work site advising the labor union, organization, or workers' representative of the contractor's commitments under this part.

P. Failure to comply with this clause shall result in the imposition of sanctions. Appropriate sanctions for noncompliance may include: Requiring additional certifications or assurances of compliance; termination or cancelation of the contract, subcontract, memorandum of understanding, cooperative agreement, or similar legally binding arrangement for default; refraining from entering into subsequent contracts, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangement; repayment of funds, and withholding a portion of contract awards, subcontracts, memoranda of understanding, cooperative agreements, or similar legally binding arrangements.



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

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

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

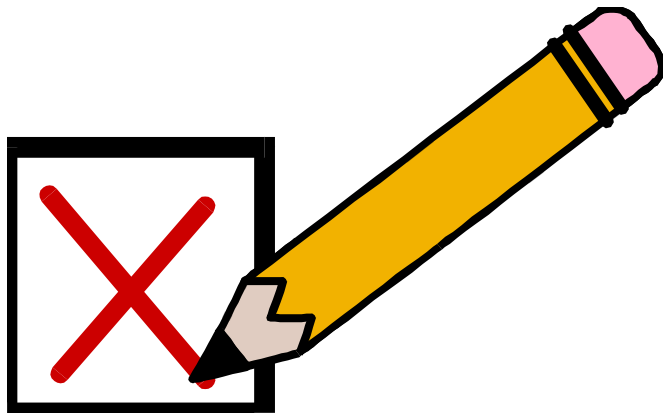
- A.** To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B.** To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
  - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Participants in HLJD Youthbuild Programs, and
  - (iii) Other Section 3 Residents.
- C.** To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D.** To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$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.





## SECTION 3 UTILIZATION REPORT

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





DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**SECTION 3 UTILIZATION REPORT**

(To be Completed by contractors and subs for all Projects at or Exceeding \$200,000)

**A. SECTION 3 EMPLOYEE LABOR INFORMATION**

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

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

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

Total number of Labor Hours on the project \_\_\_\_\_

Total number of Section 3 Labor Hours on the project \_\_\_\_\_ = \_\_\_\_\_ % of total labor hours.

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 Projects at or Exceeding \$200,000)

1. Determine the level Section 3 participation in the construction project.
  - a. All employees of the General Contractor and all employees of any and all subs must fill out the one-page Section 3 Income Worksheet and return it to you. 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 the employee is Section 3 eligible.
  - b. Distribute copies of the Section 3 Income Worksheet to all subcontractors you engage for the project. All employees of any and all subs must fill out the one-page Section 3 Income Worksheet and return it to you. Instruct all subs 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 the total number of labor hours on the project.
  - e. Enter the number of Section 3 labor hours on the project and calculate what percentage it is of the total labor hours on the project (using the number entered in d)
  - f. Enter number of Section 3 Employees you utilized on project.
  - g. Enter number of Section 3 Employees utilized by subcontractors on project
  - h. Enter total number (f + g) 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.

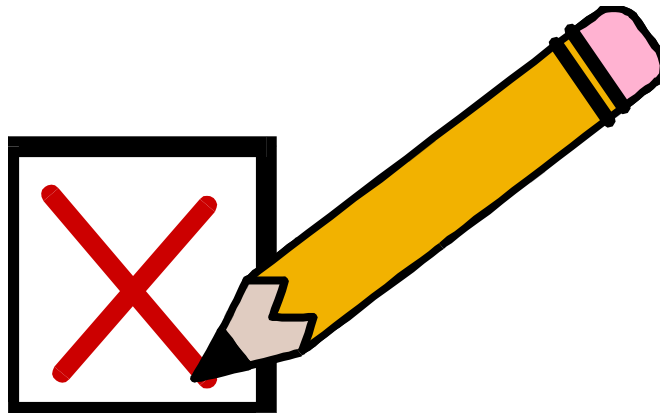
**IMPORTANT REMINDER!**

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



# **CERTIFICATIONS FOR SUBCONTRACTORS**

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





**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF SUBCONTRACTOR REGARDING  
 EQUAL EMPLOYMENT OPPORTUNITY  
 (For Subcontracts Exceeding \$10,000)**

**INSTRUCTIONS**

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

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

**CERTIFICATION BY SUBCONTRACTOR**

Name and address of subcontractor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
 Date



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
CERTIFICATION OF SUBCONTRACTOR REGARDING  
SEGREGATED FACILITIES  
(For Subcontracts exceeding \$10,000)**

**Name of Subcontractor:** \_\_\_\_\_

**Project Name and Number:** \_\_\_\_\_

**The undersigned hereby certifies that:**

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

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

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

\_\_\_\_\_  
**Date**

OCD/SegSub/2000



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

**(Subcontractor)**

**[For Projects at or exceeding \$200,000]**

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

- A.** To ascertain from the locality's CDBG Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B.** To attempt to recruit from within the Town/City/County the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service and providing preference for these opportunities in the following order:
  - (i) Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
  - (ii) Participants in HLJD Youthbuild Programs, and
  - (iii) Other Section 3 Residents.
- C.** To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D.** To insert this Section 3 Affirmative Action Plan in all bid documents for contracts over \$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.

**SUBCONTRACTOR CERTIFICATION**

As officers and representative of: \_\_\_\_\_  
 (Name of Subcontractor)

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

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

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

\_\_\_\_\_  
 Date

OCD/Sec3/sub2000

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

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

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

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

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

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

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

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

**15. MINORITY BUSINESS ENTERPRISES**

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

**16. CDBG CERTIFICATION**

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

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

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

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

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

(Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under 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, s amended, and 29 CFR Part 30.

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

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

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

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

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

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

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

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

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration...makes, utter 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) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$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: \_\_\_\_\_

GRANT YEAR & TYPE: \_\_\_\_\_

PROJECT NAME & NUMBER: \_ \_ \_ \_

FEDERAL WAGE DECISION NUMBER (S): \_\_\_\_\_

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:

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

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:** Mechanic Street Pump Station Replacement

**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.



**DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
SECTION 3 INCOME WORKSHEET  
TOWN OF SOLON**

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

Please place an "X" in the appropriate spaces pertaining to your family's size, and your income.  
**FOR EXISTING EMPLOYEES: If you were hired within the last five years please use your income PRIOR to the date of hire.**

FAMILY SIZE:  
(Please Circle one)

INCOME:  
(Please check one)

30%

50%

80%

Above 80%

1	Below 14,150	14,151 – 23,600	23,601 – 37,700	Above 37,701
2	Below 17,240	17,241 - 26,950	26,951 - 43,100	Above 43,101
3	Below 21,720	21,721 - 30,300	30,301 - 48,500	Above 48,501
4	Below 26,200	26,201 – 33,650	33,651 – 53,850	Above 53,851
5	Below 30,680	30,681 – 36,350	36,351 – 58,200	Above 58,201
6	Below 35,160	35,161 - 39,050	39,051 – 62,500	Above 62,501
7	Below 39,640	39,641 - 41,750	41,751 – 66,800	Above 66,801
8	Below 44,120*	Below 44,450	44,451 - 71,100	Above 71,101

**\*Read This Carefully\***

In determining total family income use your Total Adjusted Gross income for your household as reported on your Federal Income Tax form.

If you use Form 1040 – use line 37

If you use Form 1040A – use line 21

If you use Form 1040EZ – use line 4

**FOR USE BY PRIME CONTRACTOR ONLY**

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

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

Is the employee Section 3 eligible? \_\_\_ Yes \_\_\_ No

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

Job Title or Construction Trade that Employee is hired for \_\_\_\_\_

# 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 Solon?  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 15,050	___ 15,051 - 25,100	___ 25,101 – 40,100	___ Above 40,101

### 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.**

REV 8/19/21

## **FEDERAL WAGE RATES**

### Included in this Sections:

Davis-Bacon Poster  
Wage Rates – See MDOT  
Weekly Payroll Forms  
Interview Form

# 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**



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?	4c. Pay stub?
				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"/>	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					
8. Are you an apprentice or trainee?		Y <input type="checkbox"/> N <input type="checkbox"/>	10. Are you paid at least time and 1/2 for all hours worked in excess of 40 in a week?		Y <input type="checkbox"/> N <input type="checkbox"/>
9. Are you paid for all hours worked?		Y <input type="checkbox"/> N <input type="checkbox"/>	11. Have you ever been threatened or coerced into giving up any part of your pay?		Y <input type="checkbox"/> N <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

**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 QUADRUPPLICATE, TO THE CONTRACTING OFFICER.

<b>1. TO:</b> ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210	<b>2. FROM:</b> (REPORTING OFFICE)
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<b>3. CONTRACTOR</b>	<b>4. DATE OF REQUEST</b>
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<b>5. CONTRACT NUMBER</b>	<b>6. DATE BID OPENED (SEALED BIDDING)</b>	<b>7. DATE OF AWARD</b>	<b>8. DATE CONTRACT WORK STARTED</b>	<b>9. DATE OPTION EXERCISED (IF APPLICABLE) (SERVICE CONTRACT ONLY)</b>
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**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) <i>(Use reverse or attach additional sheets, if necessary)</i>	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS

<b>14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY)</b>	<b>15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE</b>
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<b>16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE</b>	<b>TITLE</b>	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> <b>AGREE</b> <input type="checkbox"/> <b>DISAGREE</b>
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**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)*

<b>SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE</b>	<b>TITLE AND COMMERCIAL TELEPHONE NUMBER</b>	<b>DATE SUBMITTED</b>
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## DWSRF SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Drinking Water State Revolving Loan Fund (DWSRF) Supplemental General Conditions as described below change, amend, or supplement the General Conditions and shall supersede any conflicting provisions of the CONTRACT. These provisions shall be used in conjunction with the most recent version of EJCDC documents C-700 (Standard General Conditions) and C-520 (Agreement between Owner and Contractor), both the Funding Agency version. All provisions of the General Conditions, which are not changed, amended, or supplemented, remain in full force.

### Notice to Bidders

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

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

### Bid Bond

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

### Disadvantaged Business Enterprise Requirements

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

### Nondiscrimination in Employment and Labor Standards

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

### Federal Requirements

The CONTRACTOR must comply with 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), and Executive Order 14026

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

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

## Disclaimer

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

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

### Bonding and Insurance

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

### Manufacturer's Experience

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

### Sales Tax

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

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

### Safety and Health Regulations

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

### Nondiscrimination in Employment

- a. Contracts for work under this proposal will obligate the CONTRACTORS and the SUBCONTRACTORS not to discriminate in employment practices.
- b. Bidders must submit with their initial bid a signed statement as to whether they have previously performed work subject to the President's Executive Order No. 11246, or any preceding similar Executive Order.
- c. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.
- d. Successful bidders must, if requested, submit a list of all SUBCONTRACTORS who will perform work on the PROJECT, and written signed statements from authorized agents of labor pools with which they will or may deal for employees on the work together with supporting information to the effect that such labor pools' practices and policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employees seeking employment and performing work under the contract or, a certification as to what efforts have been made to secure such statements when such agents or labor pools have failed or refused to furnish them prior to award of the contract.

- e. Successful bidders must be prepared to comply in all respects with the contract provisions regarding nondiscrimination.

### SRF Disadvantaged Business Enterprises (DBE) Program

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

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

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

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

#### American Iron and Steel (AIS) Requirements

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

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

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

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

The Contractor shall refer to the "Use of American Iron and Steel (AIS) Guidance" (**available at [www.medwp.com](http://www.medwp.com)**). 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)

# Notice to Labor Union or Other Organization of Workers

## Nondiscrimination in Employment

To: \_\_\_\_\_  
(Name of Union or organization of workers)

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

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

You are advised that under the provisions of the above contact(s) or subcontract(s) and in accordance with Executive Order 11246, 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)

## Contractor's and Subcontractor's Insurance

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

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

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

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

## Posting Documents

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

- "Notice to Labor Union or Other Organizations of Workers" (Exhibit 2)
- "Equal Employment Opportunity is the Law" poster
- "Job Safety and Health Protection" poster
- "Fair Labor Standards Act" poster
- "Employee Polygraph Protection Act" poster
- "Family and Medical Leave Act" poster (applicable to employers of 50 or more employees)
- "Notice Relative to the Regulation of Employment" (State Poster)
- "Minimum Wage" (State Poster)
- "Whistleblowers' Protection Act" (State Poster)
- "Sexual Harassment Law" (State Poster)
- "Workers Compensation" (State Poster)
- "Maine Employment Security Law" (applicable to employers who must pay unemployment tax)

“Notice to All Employees” (<http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>)

“Davis-Bacon” wage rates

Available from the Maine Dept. of Labor at <http://www.maine.gov/labor/posters/>.

### Project Sign

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

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

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

### Inspection

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

### **Payment of Employees**

#### Minimum Wages

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

#### Overtime Payments

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

#### Davis-Bacon Wages

Davis-Bacon Wage Rates apply to projects with DWSRF funding. For Davis-Bacon wage determination purposes, work on most projects will be considered “heavy construction”. Some projects may also include work under the “building construction” category. The wage decision that is current as of ten (10) days prior to the bid opening will be applied to DWSRF funded project. The wage decision applicable to this project can be found within these project documents. It is the responsibility of the bidder to verify the applicable wage decision. For job classifications not listed in the applicable wage decision a project-specific wage determination request must be filed with the federal Department of Labor. The Drinking Water Program will provide the wage determination request application form. The Drinking Water Program must review, sign, and submit the wage determination request application. Wage determination request submittals are expected to be responded to within 30 days;

however, some responses have taken longer than this. For each job classification needed for this project not listed in the applicable wage decision the successful bidder is encouraged to identify these job classifications and notify all parties early on in the project such as during the preconstruction meeting. The contractor bears all responsibility for reimbursing workers at Davis-Bacon wage rates. This includes for job classifications not listed in the wage decision that require wage determination requests. 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)

### 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 DBA 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).

### Wage Record of Contractor

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

### Retention of Payroll Records

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

### Violations of Labor Standards

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

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

## Payment to Contractor

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

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

## Changes in the Work

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

The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days.

The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER. All Change Orders shall be approved by DHHS.

#### Changes in Contract Price

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

- a. Unit prices previously approved.
- b. An agreed lump sum.
- c. Time and materials

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

The "actual cost" of work includes the reasonable cost to the CONTRACTOR of the following:

- a. materials used as part of the work;
- b. common and skilled labor and foreman only;
- c. equipment rental for the period employed directly on the work at rates not exceeding the monthly rate contained in the current "Rental Rate Blue Book for Construction Equipment (published by the Equipment Guidebook Company);
- d. additional insurance if required, to cover public liability for injury to persons and property;
- e. Workmen's Compensation Insurance, Federal Social Security and any other costs associated with payrolls and required by law.

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

- a. purchase or rental of small tools and buildings;
- b. CONTRACTOR'S supervision of SUBCONTRACTOR (these costs are part of fee outlined above);
- c. use of capital or premium on the bond unless the extra work includes an extension of time approved and authorized by the OWNER.
- d. overhead and profit.

#### Access to records

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

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

Related information available at the Maine Drinking Water Program website:

<http://www.maine.gov/dhhs/mecdc/environmental-health/dwp/partners/srf.shtml#Forms>

- Project Signs for all Funding Agencies (specifications)
- Use of American Iron and Steel (AIS) Guidelines

#### Executive Order 12549--Debarment and suspension

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.

#### Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipients, subrecipients, and borrowers also may not use EPA funds to purchase: a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). b. Telecommunications or video surveillance services provided by such entities or using such equipment. c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances: a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to: (1) Procure or obtain, extend or renew a contract to procure or obtain; (2) Enter into a contract (or extend or renew a contract) to procure; or (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

## Appendix A

### **Wage Rate Requirements**

The recipient agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by a drinking water revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contract clauses as attached hereto entitled “Wage Rate Requirements Under The Clean Water Act, Section 513 and the Safe Drinking Water Act, Section 1450(e).” This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

### **Preamble**

With respect to the Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides sub grants or loans to eligible entities within the State. Typically, the sub recipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients’ compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the sub recipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring sub recipients’ compliance with the wage rate requirements set forth herein, those sub recipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

### **Requirements Under The Consolidated Appropriations Act , 2017 (P.L. 115-31) For Sub recipients That Are Not Governmental Entities :**

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2017 Consolidated Appropriations Act with respect to sub recipients that are not governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. If a State recipient needs guidance, the recipient may contact **Valerie Bataille**, [bataille.valerie@epa.gov](mailto:bataille.valerie@epa.gov), and 617-918-1674, EPA Grants Management Office for guidance. The recipient or sub recipient may also obtain additional guidance from DOL’s web site at <http://www.dol.gov/whd/>

**Under these terms and conditions , the sub recipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in**

**any solicitation, contract task orders , work assignments, or similar instruments to existing contractors.**

**1. Applicability of the Davis - Bacon (DB) prevailing wage requirements .**

Under the FY 2017 Consolidated Appropriations Act, DB 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 water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

**2. Obtaining Wage Determinations .**

(a) Sub recipients must obtain proposed wage determinations for specific localities at [www.wdol.gov](http://www.wdol.gov). After the Sub recipient obtains its proposed wage determination, it must submit the wage determination to **Larry Girvan, (207) 592-7386 [Larry.Girvan@maine.gov](mailto:Larry.Girvan@maine.gov)**

for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.)

(b) Sub recipients 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 sub recipient shall monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The sub recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the sub recipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the sub recipient.

(ii) If the sub recipient 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 recipient, at the request of the sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient 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.

(c) If the sub recipient 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 sub recipient shall insert the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) into the ordering instrument.

(d) Sub recipients 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.

(e) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient 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 sub recipient 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 sub recipient'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 Recipient shall insure that the sub recipient(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 CWSRF or a construction project 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 or the FY 2017 Consolidated and Continuing Appropriations Act, 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) 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.

Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(s), on behalf of EPA, shall require that 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 State award official shall approve a request for 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 sub recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the sub recipient(s) to the State award official. The State award official will transmit the report, 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 request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the sub recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer 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 sub recipient(s) 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 (Agency) 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 sub recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the sub recipient 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 is available for this

purpose from the Wage and Hour Division Web site at <http://www.dol.gov/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 the sub recipient(s) 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 sub recipient(s).

(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 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 subcontractors 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 Sub recipient(s), 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 sub recipient 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 (b)(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 (b)(1) of this section, in the sum of \$25 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The sub recipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, 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 (a)(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.

(c) 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 Sub recipient 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 Sub recipient 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 (write the name of agency) 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 sub recipient 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)(3), all interviews must be conducted in confidence. The sub recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The sub recipient 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. Sub recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c). The sub recipient 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 sub recipient 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 sub recipient should 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. Sub recipients 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 sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d). The sub recipient 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) Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>

**Appendix B**  
**FORMS**



**State Revolving Loan Fund**

## 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:			
Subcontractor Name/ Company Name	Company Address/Phone/Email	Est. Dollar Amt.	Currently DBE Certified?

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.



**State Revolving Loan Fund**

## **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>



**State Revolving Loan Fund**

## 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: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> 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.



**State Revolving Loan Fund**

## **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.



**State Revolving Loan Fund**

**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>



**State Revolving Loan Fund**

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



State Revolving Loan Fund

**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**





## 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



# 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



# Notice to Labor Union or Other Organization of Workers

## Nondiscrimination in Employment

To: \_\_\_\_\_  
(Name of Union or organization of workers)

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

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

You are advised that under the provisions of the above contact(s) or subcontract(s) and in accordance with Executive Order 11246, 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)

## 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.~~

#### Contractors General Guarantee and Warrantee

- 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. Guarantee shall be 1-year from date of substantial completion.
- 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~~ other 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.

# 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**

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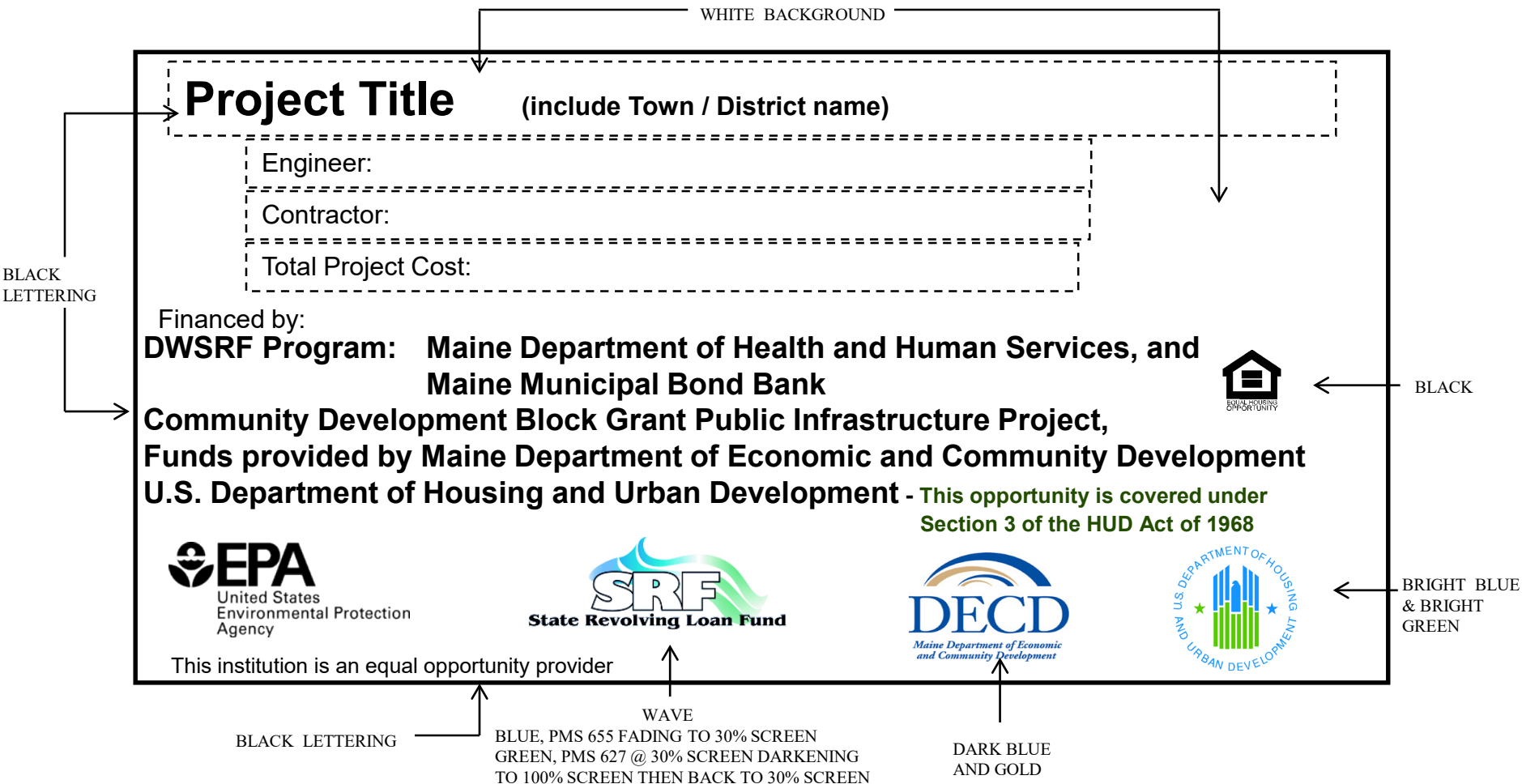
**Name(s) and Title(s) of Authorized Representative(s)**

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**Signature(s)**

**Date**

# 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)

SPECIAL PROVISION 001  
WATER UTILITY GENERAL REQUIREMENTS

**1 – DESCRIPTION**

This section includes the General Requirements for completing the water utility installation portion of this contract. It includes general specifications (attached) for those items that are common to the water utility work as follows:

Section	Title
816	Couplings
817	Water Main Testing
818	Water Main Disinfection
822	Ductile Iron Pipe & Fittings
823	Gate Valves
824	Fire Hydrants
825	Water Services
826	Temporary Services and Connections
827	Trench Insulation
828	Water Main Earth Work
829	Water Main Bridge Crossing
831	Remove & Dispose Asbestos Cement Pipe

The term Engineer used in the Water Utility related specifications refers to Dirigo Engineering, Fairfield, ME (207) 453-2401.

**2 – SUBMITTALS**

- A.) General – For products, materials, and equipment supplied by the Contractor, the Contractor shall submit to the Engineer copies of shop drawings, project data and samples. 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 water utility or Engineer for the correctness of dimensions or details. Electronic copies of submittals are acceptable if they are in pdf format and legible. If submitting paper submittals, two (2) copies are required. Illegible copies will be rejected.

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.

Submittals for all AIS applicable components must be accompanied by the manufacturers certificate of compliance with AIS or submittal will be rejected.

- B.) Shop Drawings, Project Data and 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.

- C.) Schedules - 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.

### **3 - QUALITY CONTROL**

- A.) 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. Water utility materials such as; pipe, fittings, hydrants, valves, boxes, service pipe & fittings, etc. will be provided by the Contractor.
- B.) Construction Review - The water utility or Engineer or his/her representative will provide whatever Construction Review that he/she 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 water utility 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 water utility, 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.
- C.) Testing - The Contractor shall perform all testing specified in the contract documents unless the test is specifically noted to be done by the Utility or Engineer. The Contractor shall notify the Engineer and Utility at least 48 hours in advance of any proposed testing or disinfection and obtain approval for the proposed testing time. Testing and disinfection times must be coordinated with the Engineer so that samples can be delivered to labs and tested properly. In general, Fridays and weekends are not acceptable times for testing and sampling.
- D.) Test pits - shall be conducted ahead of construction as indicated on the plans or as directed by the engineer in the field. Test pits completed by the contractor for his own purposes during construction will be at the Contractors expense.

### **4 - MATERIAL DELIVERY, STORAGE AND HANDLING**

In addition to the requirements of the Standard Specifications for material delivery, storage and handling, the following shall apply. Materials delivered to the work site become the responsibility of the contractor once on site.

Materials shall be new and delivered and stored according to manufacturers' recommendations. Original labels shall be maintained so that they are legible at least until they are installed. Materials shall be transported and stored in such a manner that they do not cause or receive damage.

A.) Preconstruction and Utility Conference - A Preconstruction and Utility Conference will be held between the Contractor, Suppliers, and the Solon Water District, at a mutually agreed time, to review the Contractor's proposed methods of complying with the requirements of the Plans and Specifications and the Regulations of the department. At the Preconstruction meeting the Contractor, Supplier, and Utility shall review plans, material take-off and expectations. Contractor and utility will discuss material handling, schedules, and quantities. This will ensure everyone agrees so to have a smooth, well managed project.

B.) Water Main Materials - The Contractor shall provide all water line and service materials needed including pipe, fittings, hydrants, valves, valve boxes, curb boxes, corporations, copper pipe, curb stops, tapping sleeves and gates, couplings, and other water line and service materials. The Contractor shall also be responsible for supplying all temporary water main materials and fittings.

The Contractor shall become responsible for all materials, furnished by him/her or by the Water District, at time of delivery to the jobsite. Any materials found damaged, defective or missing after delivery shall be replaced or repaired, as directed by the Water District, at the Contractor's expense. The Contractor shall make every effort to use all cut pieces of pipe. The Contractor shall return all un-used materials and/or equipment, supplied by the Water District in clean and good working condition.

C.) Other Materials - The Contractor shall supply all other materials required for the job including but not necessarily limited to, temporary water main and fittings, borrow, bedding and backfill materials, trench insulation, asphalt pavement, concrete thrust blocks and any other materials required to complete the work as indicated in the Contract Documents.

## **5 - REPAIRS TO EXISTING FACILITIES AND TEMPORARY CONNECTIONS**

A.) General - The Contractor will be responsible for interruption of service, or other damage to existing water and sewer utilities as stated in the Standard Specifications. 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. Contractor shall maintain an inventory of repair couplings onsite.

B.) Maintenance of Service to Customers - The Contractor shall be responsible for maintaining water service to customers at all times. Interruption of service for final connections shall be scheduled and coordinated with Engineer and the Water Utility. 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.

D.) Shut-Down of Existing Water Main – The water utility will shut-down the existing water main when necessary to facilitate installation of the new water main and the road reconstruction project. The contractor shall coordinate with the water utility and provide 7 days minimum notice. The contractor shall cut and cap the existing main on each side with an approved two bolt coupling/cap and thrust block in a location approved by the water utility to provide protection of the existing main while the road reconstruction and water main project progresses.

D.) Repairs - The methods and equipment to complete repairs must be approved by the Utility and Engineer. In general, the following methods of connecting and repairing pipes shall apply:

Water Mains and Sewer Mains: Two-bolt couplings, MJ solid sleeves; fittings made specifically for the pipe materials used.

## **6 - DISCONTINUED FACILITIES**

Discontinued facilities include those mains, valves and services that are designated on the plans to be discontinued or abandoned. In addition, facilities (mains, valves, services, etc.) that will no longer be in service once the project is completed shall be considered as discontinued facilities. Discontinued mains and valves that are exposed by construction shall be removed and properly disposed of. Fill the main with flowable fill and install an MJ cap at each exposed end of discontinued mains left in place. Backfill with select excavated material or granular borrow. Removal of discontinued facilities and backfilling of associated excavations shall be incidental to the new water main pay items. Flowable fill shall be paid for under item 602.30.

## **7 - AS-BUILT RECORDS**

- A.) 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.
- B.) 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. A complete list of suppliers for each material item used on the project shall also be kept. This information shall be submitted to the water utility at the conclusion of the work and prior to final payment.
- C.) 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 valves, tees, bends, fittings, service corporations, curb stops, couplings, repairs, etc. The type of pipe and depth shall be noted.

## **8 – POTABLE WATER CONTACT**

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.

## **9 - BASIS OF PAYMENT, WATER UTILITY WORK**

All water utility related work on this project will be paid for using the following lump sum and unit price pay items. This includes all labor, materials and equipment required to complete site-work (erosion control, excavation, bedding, backfill, compaction, and restoration) install the valves, pipe and fittings including flushing, testing, disinfection, and all connections. Payment of the lump sum and unit prices shall be full compensation for the incidental work items needed for a complete water utility installation.

If ledge is encountered when installing the new mains, it shall be removed under item 827.301. All pipe bedding material is incidental to the water main items.

Any pavement disturbance related to water main work outside the MaineDOT project area shall be paid for under the applicable MaineDOT pay items. To be eligible for payment the pavement must be within 5 feet of the centerline of the new water main, pavement disturbed outside this limit is to be replaced at the contractor's expense.

Partial payments for the lump sum items shall be based on the percentage of work satisfactorily completed.

Payment for unit price work shall be based on actual work completed at the unit prices in the bid form.

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
801.03	Test Pits	Each
822.3302	6" Class 52 CLDI Water Main	Linear Foot
822.3402	8" Class 52 CLDI Water Main	Linear Foot
823.3251	8" Gate Valve with Box	Each
823.33	6" Gate Valve with Box	Each
824.30	Fire Hydrant Assembly	Each
825.32	2" Corporation	Each
825.311	3/4" Corporation	Each
825.322	2" Curb Stop with Box	Each
825.312	3/4" Curb Stop with Box	Each
825.42	2" Copper Service Pipe	Linear Foot
825.41	3/4" Copper Service Pipe	Linear Foot
825.5411	Temporary Water Main	Lump Sum
827.301	Rock Excavation Water Main	Cubic Yard
827.302	Unsuitable Soil Excavation – Below Grade	Cubic Yard
827.331	2" Ridged Trench Insulation	Square Yard
831.10	Water Main Bridge Crossing	Lump Sum

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
827.3642	Remove & Dispose – Asbestos Cement Pipe	Lump Sum

SPECIAL PROVISION  
SECTION 816  
COUPLINGS

**816.01            GENERAL**

Furnish and install 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. Comply with AIS requirements.

**816.02            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 Section 822. Solid sleeves shall be "long" type (12" minimum length). Mechanical joint restrainers shall be utilized per Section 822 on all connections to ductile iron pipe.

B.     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 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".

**816.03            INSTALLATION**

Install couplings as shown on the drawings and according to the manufacturer's latest recommendations.

**0816.04           PAYMENT**

Couplings are incidental to Pay Items 822.3302 and 822.3402.

SPECIAL PROVISION  
SECTION 817  
WATER MAIN TESTING

**817.01 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.

**817.02 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 and Utility at least 48 hours in advance of any testing.

**817.03 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.

**817.04 TAPS AND APPARATUS**

All taps and apparatus required for testing and disinfection shall be the responsibility of the Contractor per Sections 817 and 818. 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.

**817.05 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.

**817.06 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 C600 except as herein specified. The test shall have a minimum duration of 2 hours. The test pressure at all points in the pipe shall be at least 1.5 times the maximum

working pressure in the pipe. The minimum test pressure at any point in the pipe shall be 150 psi. Test pressure shall not vary by more than 5 +/- psi for the duration of the test.

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 817.04) 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 specified test pressure shall be applied. The test pressure shall be applied, based on the lowest point of the line under test and corrected to the elevation of the test gauge.

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.

**817.07 FINAL CONNECTIONS**

Any pipe section or connection that is longer than 18 feet shall be capped or plugged and tested per Section 817. Pipe sections shorter than 18-feet shall be chlorinated (tablets, swabbing) before filling with water and visually inspected for leakage at system pressure.

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 at system pressure for at least 10 minutes and examine carefully for any signs of leakage.

**817.08 ACCEPTANCE**

Leakage shall be defined as the quantity of water that must be supplied into the new pipe or any valved section thereof to maintain pressure within 5 psi of the specified test pressure for the duration of the test.

Acceptance shall be determined on the basis of allowable leakage. If any test of pipe discloses leakage greater than that specified in the following table, the Contractor shall, at his own expense, locate, make approved repairs and retest as necessary until the leakage is within the specified allowance. Visible leakage from connections shall not be allowed.

The allowable leakage from the water main shall be as specified in the following table:

Pipe Diameter (inches)	Allowable Leakage (gph / 1000 ft)
6	0.55
8	0.74
12	1.10

**0817.09 PAYMENT**

All work under this section is incidental to the water main pay items, 822.3302 and 822.3402.

SPECIAL PROVISION  
SECTION 818  
WATER MAIN DISINFECTION

**818.01 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.

**818.02 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.

**818.03 TAPS AND APPARATUS**

All taps and apparatus required for testing and disinfection shall be the responsibility of the Contractor per Sections 817 and 818. 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.

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.

**818.04 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.

**818.05 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.

## **818.06 FLUSHING AND TESTING**

The water main shall be flushed and tested prior to disinfection as outlined in Section 02720 WATER MAIN TESTING.

## **818.07 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.

## **818.08 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.

## **818.09 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 re-flushed and resampled. If these tests fail, the main shall be re-chlorinated 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. Samples are required at 1200 ft. maximum spacing.

## **818.10 FINAL CONNECTIONS**

Any pipe section or connection longer than 18 feet shall be capped or plugged and then tested and disinfected per Sections 814 and 818. 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.

## **0818.11 PAYMENT**

All work under this section is incidental to the water main pay items, 822.3302 and, 822.3402.

SPECIAL PROVISION  
SECTION 822  
DUCTILE IRON PIPE & FITTINGS

**822.01 GENERAL**

Furnish, install and test all ductile iron 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. Comply with AIS requirements.

**822.02 MATERIALS**

A. Pipe

Pipe shall be ductile iron, double cement lined, tar coated, 18–20-foot lengths. Pipe shall be in full conformance with AWWA C151 and AWWA C111 and AWWA C104. All pipe shall be push on unless indicated otherwise on the drawings. Push-on pipe shall be Class 52. Flanged pipe shall be flanged joint Class 53. Mechanical joint pipe shall be mechanical joint Class 52.

B. Fittings

Mechanical joint compact fittings shall be ductile iron Class 350, asphaltic coated with cement-mortar lining or fusion bonded epoxy inside and outside. Fittings 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.

C. Mechanical Joint Restraint

All mechanical joint fittings and connections shall utilize mechanical joint restraints. The restraining devices shall be of ductile iron construction and shall utilize standard MJ gaskets. Mechanical joint restrainers shall be Grip Ring Pipe Restrainer (Romac Industries), or approved equal. Gland & Ring shall be ductile iron meeting ASTM A 536, Grade 65-45-12. Conventional retainer glands with set screws are not acceptable.

The mechanical joint restrainers shall be installed according to AWWA standards and the manufacturer's latest recommendations.

D. Foster Adapter (or approved equal)

When shown on the drawings, mechanical joint valves and fittings shall be connected using a bolt-through positive restraining device manufactured of ductile iron conforming to ASTM A 80-55-06. Device shall be Foster Adapter (Infact Corporation), or approved equal, and shall be furnished with required accessories.

#### E. Push-On Joint Restraint

All push-on joints within 35 feet of elbows, caps and plugs shall be restrained. Also, when shown on the drawings, additional push-on pipe joints shall be restrained. Push-on joint restraint shall be equal to Field-Lok 350 gaskets by US Pipe or Gripper Gasket by Gripper Gasket, LLC. Install according to manufacturer's latest recommendations.

### **822.03 INSTALLATION**

Installation shall follow the general AWWA standard for installation of ductile iron water mains - AWWA C600. 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 ledge and earth 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 compacted bed and bedded with compacted screened base gravel (1" max. stone) to 6 inches above the pipe. This material shall be placed in 6-inch lifts and compacted. Backfill to grade shall be with select excavated material.

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 bell 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.

### **822.04 LOCATING SYSTEMS**

Warning Tape shall be polyethylene warning tape for underground installation a minimum of 3" wide with warning message specific for water mains. Water main warning tape shall be at least 18-inches above the main but no deeper than 36-inches from the surface.

### **822.05 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, or sewer manhole, per State of Maine Department of Health and Human Services Regulations. The distance shall be measured edge of pipe to edge of pipe.

Water mains crossing sewers (including force mains) shall be laid to provide a minimum vertical distance of 12 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. Water mains crossing storm drain/under drain shall be laid to provide a minimum vertical distance of 12 inches (or as indicated on the plans) of free earth between the water main and storm drain/under drain. This shall be the case where the water main is either above or below the storm drain/underdrain. Separation must be provided between water main and proposed sewer and storm drain/underdrain as well. 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.

**0822.06      PAYMENT**

Work under this section is included will be paid for under bid items 822.3302 and 822.3402.

SPECIAL PROVISION  
SECTION 823  
GATE VALVES

**823.01 GENERAL**

Furnish and install all gate valves and appurtenances as specified in the contract documents. Gate valves shall OPEN LEFT. 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. Comply with AIS requirements.

**823.02 MATERIAL**

A. Gate Valves for Buried Service

Gate valves shall be Resilient Seat Type, mechanical joint, NRS. The valve design and construction shall comply with AWWA C515. The body and bonnet shall be ductile iron and shall conform in thickness to those listed for gray iron in the applicable AWWA gate valve standards. The valve stem root diameter shall exceed AWWA C500 and the valve shall have a bronze thrust collar bushing. Valves shall have heat fusion bonded epoxy coating inside and out.

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 cast iron 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. Valve boxes shall be wrapped with two layers of 6 mil poly from belled base to top flange.

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. 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.

### **823.03 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 ensure 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. Lowering valve boxes for grinding and raising valve boxes to final grade are incidental to this item.

### **0823.04 PAYMENT**

Work under this section is included as the unit pay items 823.3251 and 823.33.

SPECIAL PROVISION  
SECTION 824  
FIRE HYDRANTS

**824.01            GENERAL**

Furnish and install the fire hydrants as specified in the contract documents. Hydrant branch mains and hydrants shall be tested per Section 817 to the hydrant boot. Hydrants shall not have drains or shall have drains permanently plugged. Comply with AIS requirements. Removal and disposal of existing hydrants is incidental to this work.

**824.02            MATERIAL**

Hydrants shall be equal to Clow Eddy F-2640

Hydrants shall have 5-1/4" main valve. **Hydrants shall open LEFT**. 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. Size of operating nuts, style of operating nuts
2. Hydrant Style
3. Type of threads for hose and steamer nozzles

**824.03            BRANCH MAIN**

Branch main shall be 6" ductile iron per Section 811. 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.

**824.04            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 0 to 4" 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. Wrap hydrant with 3 layers of Polyethelene sheeting (6 mils. Min.). Paint exposed hydrant to conform to Owner's color standard (Sherwin Williams Pro Industrial Urethane Alkyd Enamel, 2 coats @ 4 dry mils min. each.)

Hydrants that are to be re-used and relocated are indicated on the plans. Care should be taken to remove hydrants undamaged. Install in new location as directed using new branch main and gate valve.

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 (Gradelok or approved equal) on branch main as required.

**0824.05      PAYMENT**

Work under this section is included the unit pay item 824.30.

SPECIAL PROVISION  
SECTION 825  
WATER SERVICES

**825.01            GENERAL**

Furnish and install the water services as specified in the contract documents. 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. Comply with AIS requirements.

**825.02            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.     Copper Tubing -- Copper tubing shall be Type K as manufactured by Revere or Bridgeport Brass, or approved equal. Tubing shall conform to ASTM B-88 and AWWA C-800. Tubing shall be of the diameters shown on the drawings.
  
- B.     Corporations -- Corporations shall be ball valve type. Corporation inlets shall have AWWA taper and outlets shall have a compression pack joint. Corporations shall be 1" minimum. Corporations shall be equal to Ford or McDonald.
  
- 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 stop shall be 1" minimum.
  
- 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 shall have heavy design foot piece. Install gate box top over curb box when curb box is installed in paved driveway.
  
- E.     Adaptors – Adaptors to existing services shall be compression type as manufactured by Ford or McDonald or approved equal. Alternate materials may be approved by the Engineer on a case by case basis.

**825.03            INSTALLATION**

Installation shall follow the general AWWA standards and manufacturers latest recommendations. Curb boxes shall be installed plumb. 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. Flush the service line prior to connecting to existing services. Pressurize the service line and inspect for leaks prior to backfilling. All water services shall be continuous (no 3-part couplings allowed) from the corporation to the curb stop.

**0825.05      PAYMENT**

Work under this section is included as part of the unit pay items;

- 825.32
- 825.311
- 825.322
- 825.312
- 825.42
- 825.41

SECTION 826  
TEMPORARY WATER MAIN

**826.01 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.

**826.02 TEMPORARY WATER SERVICES**

The Contractor shall be responsible for maintaining water service to customers at all times. Temporary water services are required and they shall be installed at the Contractor's expense.

Temporary water service methods, materials and connections must be approved by the local water utility. Submit a layout plan showing proposed piping, sizes, valving, connections, etc. Temporary water services shall consist of a temporary polyethylene main (HDPE) and service installed above ground between fire hydrants or temporary taps. The temporary main shall be of adequate size to service the customers. All street and driveway crossings shall be protected from traffic. Temporary water services shall not be installed from houses on adjacent streets without Water Utility approval. Obtain property owner's permission for locating temporary water services across private property.

All temporary piping shall be disinfected and bacteria tested by the Contractor and approved by the local water utility prior to being put into service. All connections to hydrants and existing mains shall utilize dual check valve or RPZ that has been tested within the previous 12 months. All temporary piping and taps shall be removed once the temporary services are no longer needed.

Minimum size of temporary mains shall be as follows: 2" for 3-10 services; 3" for 10-50 services. Minimum size for individual services shall be 1". All taps and services shall include ball valves.

All components and materials that will be in contact with the water 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.

**826.03 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. All temporary piping shall be disinfected by the Contractor and approved by the local water utility prior to being put into service. All connections to hydrants and existing mains shall utilize dual check valve or RPZ that has been tested within the previous 12 months. All temporary piping and taps shall be removed once the temporary connections are no longer needed.

**827.04 PAYMENT**

All work under this section will be paid for under pay item 825.5411

SPECIAL PROVISION  
SECTION 827  
TRENCH INSULATION

**827.01            GENERAL**

Furnish all labor, materials, equipment and appurtenances necessary to install the trench insulation as specified in the Contract Documents. Trench insulation refers to insulation board installed between mains and storm drains or over mains where cover is insufficient or where it is otherwise specified.

**827.02            MATERIALS**

Trench insulation – Trench insulation shall be extruded polystyrene plastic foam insulation board equal to STYROFOAM brand as manufactured by the Dow Chemical Company or approved equal and as meeting ASTM C-578 Type IV. Insulation shall be Dow STYROFOAM T&G, or Owens Corning Foamular 250 T&G, or equal. Insulation shall be 2" thick and have a minimum compression strength of 25 psi (ASTM D-1621).

**827.03            INSTALLATION**

Trench Insulation - The insulation shall be a minimum of 2 feet wide and shall extend a minimum of 6" beyond the outside edge of the pipe. The insulation thickness shall be 2" unless otherwise specified on the drawings or required by the Engineer. In general it shall be used where the top of the pipe is 4.5' or less below finish grade.

The insulation shall be installed on top of a smooth, flat surface of compacted select backfill or bedding. The insulation shall be 6" above the top of the pipe. Joints shall be butted tightly for maximum protection. Backfilling over the insulation shall be done by hand for the first 8" and compacted before remaining backfill is applied.

Installation for each type of insulation shall be according to the manufacturers' recommendations. In general, backfill shall be clean, dry, and be free of any material which can dissolve or harm the plastic such as petroleum products.

**827.04            PAYMENT**

All work under this section will be paid for under unit price pay item 827.331.

SECTION 828  
WATER MAIN EARTH WORK

828.01 GENERAL

Supply all labor, materials and equipment necessary to perform all earth work for the project.

The following subsections are included in this specification:

- 828.02 Construction Methods
- 828.03 Site Preparation
- 828.04 Excavation
- 828.05 Borrow and Bedding Material
- 828.06 Backfilling
- 828.07 Cleanup
- 828.08 Erosion Control

828.02 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.

828.03 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

All clearing shall be per Maine DOT limits and direction.

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 topsoil to a sufficient depth to expose a uniform subgrade of soil.

Topsoil which is amenable to reuse shall be stored. Unsuitable or excess topsoil shall be removed and properly disposed of by the Contractor.

828.04 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 coffer damming 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 over blasted 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, material, installation, and compaction of replacement material shall be at the unit price for 827.302 Unsuitable Soil Excavation – Below Grade. 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 unit price for 827.301 Rock Excavation Water Main

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 Water Main Items 822.3302 and 822.3402.

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) 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.

828.05 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

Common borrow shall consist of earth suitable for fill or embankment construction. It shall meet the following criteria:

Moisture content	less than 4% above optimum
Particle size	75 mm - .005 mm
D 10(effective size)	.06 mm - .04 mm
Uniformity coefficient	6 - 10

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

Gravel borrow shall consist of uniformly 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
1/4"	<70
No. 200	<10

E.) Base Gravel

Base gravel 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 6". The gradation of the part that passes a 3 inch sieve shall be an even gradation and meet the requirements of the following table.

Sieve Designation	% by Weight Passing
1/4"	25-70
No. 40	0-30
No. 200	0-5

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
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

Surface gravel for paved areas (crushed gravel) shall be gravel that has been screened or crushed. Crushed gravel shall consist of hard durable particles free from vegetable matter, lumps or balls of clay and other deleterious substances. The gradation shall meet the requirements of the following table.

Sieve Designation	% by Weight Passing
3/4"	90-100
No. 4	40- 65
No. 10	10- 45
No. 200	0- 7

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 828.06 Backfilling.

828.06 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.

#### 828.07 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.

#### 828.08 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 Contractor's 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 by MDOT. 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 French drain construction. Catch basin inserts shall be Hi-Flow Siltsack by ACF Environmental or approved equal.

All materials on the project shall be new. 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.

0822.09      PAYMENT

Work under this section is incidental to several different bid items including:

- 822.3302
- 822.3402
- 823.3251
- 823.33
- 825.32
- 825.311
- 825.322
- 825.312
- 825.42
- 825.41
- 825.5411

Rock excavation will be paid for under Item 827.301, Unsuitable Soil Excavation will be paid for under Item 827.302

SP 829  
PRE-INSULATED DUCTILE IRON PIPE

829.01 GENERAL

Furnish, install and test all pre-insulated ductile pipe and fittings as specified in the contract documents. Comply with AIS requirements.

829.02 MATERIALS

A. Pipe

Pre-insulated pipe used for the bridge crossing shall be U.S. Pipe MECH-LOK™ Rigid Restrained Joint ductile iron pipe (or equal) as specified in SP 822.

B. Pipe Insulation & Outer Casing

Pre-insulated Ductile Iron pipe shall be pre-insulated Class 52 ductile iron pipe. The individual sections of carrier pipe, insulation and outer casing shall be factory assembled and insulated. The insulation shall be protected at the end of each section of pipe by a factory applied moisture barrier.

1.) Carrier Pipe - Carrier pipe shall be U.S. Pipe MECH-LOK™ Rigid Restrained Joint ductile iron pipe (or equal) as specified in Section SP 822.

2.) Outer Casing/Jacket for Bridge Crossing or Buried Pipe - Outer casing/jacket for the bridge or buried pipe shall be black High-Density Polyethylene (HDPE) pipe. Outer casing/jacket shall be UV inhibited. The HDPE casing pipe shall be UV resistant 3/16" minimum thickness. HDPE casing pipe shall meet the following specifications:

Resin	Type III, Grade P34 per ASTM D-1248
Tensile Yield Strength	3,300 psi per ASTM D-638
Ultimate Elongation	850% per ASTM D-638
Tangent Flexural Modulus	175,000 psi per ASTM D-790

3.) Insulation - Insulation shall be closed cell polyurethane foam completely filling the annulus between the carrier pipe and casing/jacket. Insulation shall meet the following specifications:

Insulation Thickness	2" (minimum)
Core Density	2.1 pcf per ASTM D-1622
Closed Cell Content	90% to 95% per ASTM D-2856
"K" Factor, BTU/hr. in/ft <sup>2</sup> / °F @ 73° F	0.14 per ASTM C-518

4.) Field Joints - The ductile iron carrier pipe shall be field joined by use of U.S. Pipe MECH-LOK™ mechanical joints. All ends of piping insulation will be sealed with a factory applied moisture barrier.

Field joints of pre-insulated pipe shall be made as recommended by the insulated piping manufacturer. Insulation shall be sealed for moisture protection. Any exposed ductile iron pipe in the joint area (bell & spigot) shall be insulated. Casing OD at joints shall approximately match casing OD of full pipe lengths.

Field joints on HDPE jacketed insulated pipe shall be sealed and jacketed with the same materials as used on the straight length of pipe. Field joints for the spiral wrapped insulated pipe will be covered with a 22-gauge galvanized steel outer jacketing held in place using 13 mm (1/2") wide stainless-steel straps and clips. Coordinate joint and strap locations to avoid conflicts with FG wear collars.

829.03 ABUTMENT SLEEVES

Abutment sleeves shall be schedule 40 steel, hot dipped galvanized.

829.04 ABUTMENT & PIER PENETRATIONS

Install the pre-insulated pipe through the bridge abutments as shown on the plans. Center pre-insulated pipe within the sleeve.

829.05 INSTALLATION

Install per the manufacturer's latest recommendations. Installation of buried ductile iron water pipe shall comply with Section SP 822 Ductile Iron Pipe. Pre-insulated ductile iron pipe shall be tested and disinfected per SP 817 and SP 818.

829.06 PAYMENT

Work under this section is included under Pay Items 831.10, Water Main Bridge Crossing

SP 830  
UTILITY PIPE HANGERS

830.01 GENERAL

Furnish all labor, materials and equipment necessary to install the Utility Pipe Hangers as specified in the contract documents. The contract drawings show clevis style roller hangers. Alternative arrangements may be considered per the Standard Specifications. Comply with AIS requirements.

830.02 MATERIALS

- A.) Hangers, Top Cradles, Saddles and Accessories – The hangers shown on the contract plans shall be fabricated with hot dipped galvanized steel. All **attaching** members and all nuts, bolts and washers shall be hot dipped galvanized steel. Confirm dimensions of insulated pipe, saddles, and wear collars prior to ordering hangers. Verify bridge camber and its impact on the water main hangers prior to fabrication. Hangers shall be Figure 470 Pipe Roller Hanger as manufactured by PHD Manufacturing or approved equal.
  
- B.) Wear Collars – Wear collars or shields shall be non-conductive glass reinforced plastic as shown on the plans. Wear collars shall be ¼” minimum thickness, (12” minimum length, 240-degree peripheral snap-on pipe wear collars. Wear collars shall be hand-layed up, UV protected, salt tolerant, GRP vinylestor resin and shall not be affected by sub-zero temperatures. Size wear collars to fit snugly around pipes and stay in place. Secure each wear collar in place with 3M 4991 Double Sided Tape. Order one (1) sample to confirm proper fit prior to ordering for the entire project.

830.03 INSTALLATION

Install the pipe hangers as shown on the contract drawing details. Install all materials per manufacturers’ recommendations.

830.04 PAYMENT

Work under this section is incidental to pay item 831.10, Water Maine Bridge Crossing.

**SP 831**  
**DEMOLITION OF ASBESTOS CEMENT PIPE**

831.01 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents, the Contractor shall:

- A. Following installation of the temporary water main, Contractor shall remove all old Asbestos Cement piping, valves, insulation and hangers from the existing Fall Brook Bridge on US Route 201. Any AC pipe that is damaged beyond the bridge shall also be removed and exposed. AC pipe in the ground that is undisturbed by construction activities will be abandoned in place,
- B. Remove the materials from the demolition site in accordance with federal, state, and local regulations.
- C. Disconnect all utility services before demolition.
- E. Complete the demolition work in accordance with the plans and these technical specifications and any special provisions included in the Contract Documents.
- F. Dispose of any unusable earth or concrete spoil at an approved site.
- G. Dispose of any demolition debris.

831.02 DEFINITIONS

For the purpose of Demolition, the following definitions apply:

- a. **Pipe** shall mean piping pieces, conduit, duct work, etc.
- b. **Valves** shall mean gate valves, check valves, plug valves, butterfly valves, etc.
- c. **Equipment** shall mean pumps, generators, sump pumps, ventilation fans, etc.
- d. **Concrete spoil** shall mean any pieces or sections of concrete to be removed include barrel sections, cone sections, floor sections, etc.
- e. **Earth spoil** shall mean any excavated material left in excess at the completion.
- f. **Demolition debris** shall mean small pieces of material of small scrap pieces of any component, electrical wires, broken pieces of pipe, old nuts and bolts, removed paint, dust, trash, etc.

831.03 DISPOSAL OF EARTH AND CONCRETE SPOIL

All earth and concrete spoils shall be disposed of at an appropriate landfill, or properly permitted site. Any permitting is the responsibility of the Contractor.

831.04 DISPOSAL OF DEMOLITION DEBRIS

All debris shall be delivered by the Contractor to an approved disposal facility licensed in accordance with state and/or local regulations, laws, and zoning. The Contractor shall be responsible to pay all fees for waste disposal. The cost of all disposal fees shall be considered incidental to the demolition.

831.05 PAYMENT

Work under this section is included under Pay Item 827.3642, Remove and Dispose Asbestos Cement Pipe.

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	202.08 REMOVING BUILDING NO.: 1	LUMP SUM	LUMP	SUM	_____	_____
0020	202.08 REMOVING BUILDING NO.: 2	LUMP SUM	LUMP	SUM	_____	_____
0030	202.19 REMOVING EXISTING BRIDGE	LUMP SUM	LUMP	SUM	_____	_____
0040	202.202 REMOVING PAVEMENT SURFACE	990.000 SY	_____	_____	_____	_____
0050	203.20 COMMON EXCAVATION	1,500.000 CY	_____	_____	_____	_____
0060	203.24 COMMON BORROW	2,800.000 CY	_____	_____	_____	_____
0070	203.25 GRANULAR BORROW	880.000 CY	_____	_____	_____	_____
0080	206.07 STRUCTURAL ROCK EXCAVATION - DRAINAGE AND MINOR STRUCTURES	20.000 CY	_____	_____	_____	_____
0090	206.082 STRUCTURAL EARTH EXCAVATION - MAJOR STRUCTURES	850.000 CY	_____	_____	_____	_____
0100	206.092 STRUCTURAL ROCK EXCAVATION - MAJOR STRUCTURES	23.000 CY	_____	_____	_____	_____
0110	304.10 AGGREGATE SUBBASE COURSE - GRAVEL	2,600.000 CY	_____	_____	_____	_____
0120	403.2081 12.5 MM POLYMER MODIFIED HOT MIX ASPHALT	350.000 T	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	403.209 HOT MIX ASPHALT 9.5 MM (SIDEWALKS, DRIVES, INCIDENTALS)	48.000 T	_____	 _____	_____	 _____
0140	403.213 HOT MIX ASPHALT 12.5 MM BASE	260.000 T	_____	 _____	_____	 _____
0150	403.2131 12.5 MM POLYMER MODIFIED HMA BASE	510.000 T	_____	 _____	_____	 _____
0160	409.15 BITUMINOUS TACK COAT - APPLIED	200.000 G	_____	 _____	_____	 _____
0170	461.131 TEMPORARY PAVEMENT	180.000 T	_____	 _____	_____	 _____
0180	502.219 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS	LUMP SUM		 LUMP SUM	_____	 _____
0190	502.22 STRUCTURAL CONCRETE, ABUTMENTS AND RETAINING WALLS (PLACED UNDER WATER)	240.000 CY	_____	 _____	_____	 _____
0200	502.31 STRUCTURAL CONCRETE APPROACH SLABS	LUMP SUM		 LUMP SUM	_____	 _____
0210	503.12 REINFORCING STEEL, FABRICATED AND DELIVERED	50,100.000 LB	_____	 _____	_____	 _____
0220	503.13 REINFORCING STEEL, PLACING	50,100.000 LB	_____	 _____	_____	 _____
0230	507.0821 STEEL BRIDGE RAILING, 3 BAR	LUMP SUM		 LUMP SUM	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0240	507.0831 STEEL BRIDGE RAILING, 4 BAR	LUMP SUM	LUMP	SUM	_____	_____
0250	508.14 HIGH PERFORMANCE WATERPROOFING MEMBRANE	LUMP SUM	LUMP	SUM	_____	_____
0260	510.12 SPECIAL DETOUR__FOOT ROADWAY WIDTH, VEHICULAR AND PEDESTRIAN TRAFFIC SEPARATED 12 FT	LUMP SUM	LUMP	SUM	_____	_____
0270	511.07 COFFERDAM: ABUT NO.1	LUMP SUM	LUMP	SUM	_____	_____
0280	511.07 COFFERDAM: ABUT NO.2	LUMP SUM	LUMP	SUM	_____	_____
0290	512.081 FRENCH DRAINS	LUMP SUM	LUMP	SUM	_____	_____
0300	515.21 PROTECTIVE COATING FOR CONCRETE SURFACES	LUMP SUM	LUMP	SUM	_____	_____
0310	519.60 EXPANSION DEVICE - ASPHALTIC PLUG JOINT	68.000 LF	_____	_____	_____	_____
0320	526.301 PORTABLE CONCRETE BARRIER TYPE I	LUMP SUM	LUMP	SUM	_____	_____
0330	526.34 PERMANENT CONCRETE TRANSITION BARRIER	4.000 EA	_____	_____	_____	_____
0340	527.34 WORK ZONE CRASH CUSHIONS	4.000 UN	_____	_____	_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0350	603.16 15 INCH CULVERT PIPE OPTION I	78.000 LF	_____	 _____	_____	 _____
0360	603.179 18 INCH CULVERT PIPE OPTION III	230.000 LF	_____	 _____	_____	 _____
0370	604.072 CATCH BASIN TYPE A1-C	8.500 EA	_____	 _____	_____	 _____
0380	604.252 CATCH BASIN TYPE A5-C	1.000 EA	_____	 _____	_____	 _____
0390	605.09 6 INCH UNDERDRAIN TYPE B	61.000 LF	_____	 _____	_____	 _____
0400	605.12 15 INCH UNDERDRAIN TYPE C	610.000 LF	_____	 _____	_____	 _____
0410	606.1301 31" W-BM GR, MID-WAY SPLICE-SGL FACED	180.000 LF	_____	 _____	_____	 _____
0420	606.1304 31" W-BM GR, MID-WAY SPLICE-OVER 15' RAD	88.000 LF	_____	 _____	_____	 _____
0430	606.1305 31" W-BM GR, MID-WAY SPLICE FLARED TERMINAL	2.000 EA	_____	 _____	_____	 _____
0440	606.1306 31" W-BM GR, MID-WAY SPLICE TANGENT TERMINAL	1.000 EA	_____	 _____	_____	 _____
0450	606.1307 BRIDGE TRANSITION (ASYMMETRICAL) - TYPE 1A	4.000 EA	_____	 _____	_____	 _____
0460	606.353 REFLECTORIZED FLEXIBLE GUARDRAIL MARKER	7.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0470	606.78 LOW VOLUME GUARDRAIL END	1.000 EA	_____	 _____	_____	 _____
0480	608.26 CURB RAMP DETECTABLE WARNING FIELD	30.000 SF	_____	 _____	_____	 _____
0490	609.11 VERTICAL CURB TYPE 1	470.000 LF	_____	 _____	_____	 _____
0500	609.12 VERTICAL CURB TYPE 1 - CIRCULAR	59.000 LF	_____	 _____	_____	 _____
0510	609.221 TERMINAL CURB TYPE 1	78.000 LF	_____	 _____	_____	 _____
0520	609.222 TERMINAL CURB TYPE 1 - CIRCULAR	28.000 LF	_____	 _____	_____	 _____
0530	610.08 PLAIN RIPRAP	250.000 CY	_____	 _____	_____	 _____
0540	610.16 HEAVY RIPRAP	570.000 CY	_____	 _____	_____	 _____
0550	610.18 STONE DITCH PROTECTION	180.000 CY	_____	 _____	_____	 _____
0560	613.319 EROSION CONTROL BLANKET	280.000 SY	_____	 _____	_____	 _____
0570	615.07 LOAM	120.000 CY	_____	 _____	_____	 _____
0580	618.14 SEEDING METHOD NUMBER 2	18.000 UN	_____	 _____	_____	 _____
0590	619.12 MULCH	18.000 UN	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0600	619.14 EROSION CONTROL MIX	240.000 CY	_____	 _____	_____	 _____
0610	620.58 EROSION CONTROL GEOTEXTILE	910.000 SY	_____	 _____	_____	 _____
0620	627.18 12 " SOLID WHITE PAVEMENT MARKING	60.000 LF	_____	 _____	_____	 _____
0630	627.733 4" WHITE OR YELLOW PAINTED PAVEMENT MARKING LINE	2,100.000 LF	_____	 _____	_____	 _____
0640	627.77 REMOVING PAVEMENT MARKINGS	200.000 SF	_____	 _____	_____	 _____
0650	627.78 TEMPORARY 4 INCH PAINTED PAVEMENT MARKING LINE, WHITE OR YELLOW	1,200.000 LF	_____	 _____	_____	 _____
0660	629.05 HAND LABOR, STRAIGHT TIME	40.000 HR	_____	 _____	_____	 _____
0670	631.12 ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0680	631.14 GRADER (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____
0690	631.15 ROLLER, EARTH AND BASE COURSE (INCLUDING OPERATOR )	25.000 HR	_____	 _____	_____	 _____
0700	631.172 TRUCK - LARGE (INCLUDING OPERATOR)	20.000 HR	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0710	639.19 FIELD OFFICE TYPE B	1.000 EA	_____	 _____	_____	 _____
0720	643.72 TEMPORARY TRAFFIC SIGNAL	LUMP SUM	LUMP SUM		_____	 _____
0730	652.312 TYPE III BARRICADE	4.000 EA	_____	 _____	_____	 _____
0740	652.33 DRUM	25.000 EA	_____	 _____	_____	 _____
0750	652.34 CONE	50.000 EA	_____	 _____	_____	 _____
0760	652.35 CONSTRUCTION SIGNS	750.000 SF	_____	 _____	_____	 _____
0770	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP SUM	LUMP SUM		_____	 _____
0780	652.38 FLAGGER	600.000 HR	_____	 _____	_____	 _____
0790	656.75 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL	LUMP SUM	LUMP SUM		_____	 _____
0800	659.10 MOBILIZATION	LUMP SUM	LUMP SUM		_____	 _____
0810	672.10 PRECAST CONCRETE BLOCK GRAVITY WALL	340.000 SF	_____	 _____	_____	 _____
0820	801.03 TEST PITS	4.000 EA	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0830	822.3302 6" CLASS 52 CLDI WATERMAIN	425.000 LF	_____	 _____	_____	 _____
0840	822.3402 8" CLASS 52 CEMENT LINED DUCTILE IRON WATERMAIN	680.000 LF	_____	 _____	_____	 _____
0850	823.3251 8 INCH GATE VALVE WITH BOX	4.000 EA	_____	 _____	_____	 _____
0860	823.33 6 INCH GATE VALVE WITH BOX	3.000 EA	_____	 _____	_____	 _____
0870	824.30 FIRE HYDRANT	3.000 EA	_____	 _____	_____	 _____
0880	825.311 3/4 INCH CORPORATION	7.000 EA	_____	 _____	_____	 _____
0890	825.312 3/4 INCH CURB STOP WITH BOX	9.000 EA	_____	 _____	_____	 _____
0900	825.32 2 INCH CORPORATION	1.000 EA	_____	 _____	_____	 _____
0910	825.322 2" CURB STOP WITH BOX	1.000 EA	_____	 _____	_____	 _____
0920	825.41 3/4 COPPER SERVICE	210.000 LF	_____	 _____	_____	 _____
0930	825.42 2" COPPER SERVICE	50.000 LF	_____	 _____	_____	 _____
0940	825.5411 TEMPORARY WATER MAIN	LUMP SUM	LUMP SUM		_____	 _____
0950	827.301 ROCK EXCAVATION WATER MAIN	10.000 CY	_____	 _____	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 1 INITIAL GROUP

Alt Set ID: Alt Mbr ID:

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0960	827.302 UNSUITABLE SOIL EXCAVATION - BELOW GRADE	10.000 CY	_____	 _____	_____	 _____
0970	827.331 TRENCH INSULATION 2 INCH	100.000 SY	_____	 _____	_____	 _____
0980	827.3642 REMOVE AND DISPOSE ASBESTOS CEMENT PIPE	LUMP SUM		LUMP SUM	_____	 _____
0990	830.10 WATER MAIN BRIDGE CROSSING	LUMP SUM		LUMP SUM	_____	 _____
	<b>Section: 1</b>			<b>Total:</b>	_____	 _____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01 Project(s): 022260.01

SECTION: 2 PRECAST NEXT BEAM SUPERSTRUCTURE

Alt Set ID: AL Alt Mbr ID: 1

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1000	502.261 STRUCTURAL CONCRETE ROADWAY & SIDEWALK SLAB ON CONCRETE BRIDGE	LUMP SUM	LUMP	SUM	_____	_____
1010	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM	LUMP	SUM	_____	_____
1020	503.19 LOW-CARBON, CHROMIUM REINFORCEMENT - FABRICATED & DELIVERED	5,050.000 LB	_____	_____	_____	_____
1030	503.20 LOW-CARBON, CHROMIUM REINFORCEMENT - PLACING	5,050.000 LB	_____	_____	_____	_____
1040	530.30 GFRP, REINFORCEMENT BARS, FABRICATED & DELIVERED	18,300.000 LF	_____	_____	_____	_____
1050	530.31 GFRP, REINFORCEMENT BARS, PLACING	18,300.000 LF	_____	_____	_____	_____
1060	535.622 PRESTRESSED STRUCTURAL CONCRETE NEXT BEAM	LUMP SUM	LUMP	SUM	_____	_____
<b>Section: 2</b>			<b>Total:</b>		_____	_____

Maine Department of Transportation

Proposal Schedule of Items

Proposal ID: 022260.01

Project(s): 022260.01

SECTION: 3 COMPOSITE GIRDER SUPERSTRUCTURE

Alt Set ID: AL

Alt Mbr ID: 2

Contractor: \_\_\_\_\_

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
1070	502.262 STRUCTURAL CONCRETE ROADWAY & SIDEWALK SLAB ON COMPOSITE BRIDGE	LUMP SUM	LUMP	SUM	_____	_____
1080	502.49 STRUCTURAL CONCRETE CURBS AND SIDEWALKS	LUMP SUM	LUMP	SUM	_____	_____
1090	503.19 LOW-CARBON, CHROMIUM REINFORCEMENT - FABRICATED & DELIVERED	447.000 LB	_____	_____	_____	_____
1100	503.20 LOW-CARBON, CHROMIUM REINFORCEMENT - PLACING	447.000 LB	_____	_____	_____	_____
1110	509.743 COMPOSITE TUB GIRDER, FABRICATION W PCD	LUMP SUM	LUMP	SUM	_____	_____
1120	509.744 COMPOSITE TUB GIRDER, ERECTION W PCD	LUMP SUM	LUMP	SUM	_____	_____
1130	530.30 GFRP, REINFORCEMENT BARS, FABRICATED & DELIVERED	2,124.000 LF	_____	_____	_____	_____
1140	530.31 GFRP, REINFORCEMENT BARS, PLACING	2,124.000 LF	_____	_____	_____	_____
<b>Section: 3</b>			<b>Total:</b>		_____	_____
			<b>Total Bid:</b>		_____	_____