

# Town of Bridgton

**Bridgton Community Center  
Roof Replacement  
REQUEST FOR BIDS**

**BIDS DUE:**

**Friday September 8, 2017 at 3:00 PM**  
**Bridgton Town Office**  
**3 Chase Street, Bridgton ME 04009**

**MANDATORY PRE-BID MEETING:**

**Thursday August 31, 2017 at 9:00 AM**  
**Bridgton Community Center**  
**15 Depot St, Bridgton ME 04009**

Contact/Project Administrator:

Brenda Day, Administrative Assistant

[bday@bridgtonmaine.org](mailto:bday@bridgtonmaine.org)

Audrey Knight, AICP, Community Development Director

[Cdd@bridgtonmaine.org](mailto:Cdd@bridgtonmaine.org)

Town of Bridgton

3 Chase Street 04009

207-647-8786

**Town of Bridgton, Maine**  
Bridgton Community Center Roof Replacement

**REQUEST FOR BIDS**

**MANDATORY PRE-BID MEETING: 9:00 AM, Thursday, August 31, 2017**  
**SEALED BIDS DUE: 3:00 PM, Friday, September 8, 2017**

Sealed proposals are being accepted for the **Town of Bridgton, Bridgton Community Center Project** (the "Project"), which consists of obtaining competitive bids from responsible and responsive Contractors to prepare the building for the replacement of the roof in accordance with furnished documents and specifications.

A **mandatory pre-bid meeting** will be held on **August 31, 2017 9:00 AM** at the Bridgton Community Center 15 Depot Street, Bridgton, ME 04009 to examine the work site. Attendance at this meeting by the Contractor or the Contractor's qualified representative is a mandatory prerequisite for the acceptance of a bid from that Contractor.

Complete written bids shall be submitted in sealed envelopes plainly marked, "Town of Bridgton, Bridgton Community Center Roof" to:

Brenda Day, Administrative Assistant  
3 Chase Street  
Bridgton, ME 04009

not later than **3:00 PM Friday September 8, 2017**, at which time the bids will be publicly opened and read aloud.

Except as provided herein, the Town shall award the contract to the lowest responsive and responsible bidder. To be considered responsive, bidders must provide enough information with their bids to constitute a definite, firm, unqualified, and unconditional offer.

Contract bid documents, including plans and specifications, are available on the Town website (<http://www.bridgtonmaine.org/public-announcements.html>) or by e-mail request to Brenda Day ([bday@bridgtonmaine.org](mailto:bday@bridgtonmaine.org)).

All materials and labor required to complete the work will be supplied by the Contractor unless otherwise expressly provided for in the Contract Documents, attached hereto and made a part hereof. The cost and expense of all necessary labor, tools, and equipment required to complete the work shall be included in the prices stated in the bids.

A bidder may withdraw his/her bid prior to the scheduled time for opening of bids upon presentation to the Administrative Assistant of a written request to do so. Bids received after the scheduled time for the opening of bids will not be accepted. The Town of Bridgton reserves the right to waive all informalities in bids. The Town reserves the right to accept any bid or to reject

any or all bids if the Town deems that it is in its best interest to do so.

The project is funded in part by HUD Community Development Block Grant funds. Davis-Bacon Federal Wage rates and reporting requirements apply to the Project; please take notice of the wage rate determination attached to the Contract Documents.

All inquiries concerning this Request for Bids shall be directed to: Audrey Knight, AICP, Community Development Director or Brenda Day, Administrative Assistant, 3 Chase Street, Bridgton ME 04009, Tel. 207-647-8786, e-mail: [cdd@bridgtonmaine.org](mailto:cdd@bridgtonmaine.org) or [bday@bridgtonmaine.org](mailto:bday@bridgtonmaine.org).

**Notice Date: 08/17/2017**

**Town of Bridgton, Maine**  
BRIDGTON COMMUNITY CENTER ROOF REPLACEMENT

**BID SHEET**

Business Name: \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Base Bid Price: \_\_\_\_\_

*Do not add to the Base Bid Price any amount of Federal, State,  
Local Sales, Use or other such taxes. The Town is a tax  
exempt organization.*

By submitting this bid, the undersigned agrees to indemnify and hold harmless the Town and its officers, agents and employees, including consultants, from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses, and suits or actions or proceedings, including attorney fees arising out of or resulting from the submittal, evaluation, award, or other performance of any acts or omissions concerning this solicitation and contract award, if any.

By signing below, the undersigned certifies that the undersigned has examined all of the Contract Documents regarding this bid and has informed itself of all the terms and conditions included and set forth in said Contract Documents, including the Plans and Specifications and the Construction Contract Agreement. The undersigned has read all special provisions furnished prior to the opening of the bids and has satisfied itself relative to the goods and services to be provided. The undersigned affirms the truthfulness and accuracy of the contents of these statements and all materials submitted on or with this bid.

**THIS BID SHEET MUST BEAR THE HANDWRITTEN SIGNATURE OF A DULY AUTHORIZED  
MEMBER OR EMPLOYEE OF THE ENTITY MAKING THE BID.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

TOWN OF BRIDGTON, BRIDGTON COMMUNITY CENTER ROOF PROJECT

# **Town of Bridgton, Maine**

## **BRIDGTON COMMUNITY ROOF REPLACEMENT**

### **CONSTRUCTION CONTRACT AGREEMENT**

THIS AGREEMENT is made \_\_\_\_\_, 2017, by and between the TOWN OF BRIDGTON, a municipal corporation existing under the laws of the State of Maine, (the "Owner") and \_\_\_\_\_ (the "Contractor").

In consideration of the mutual covenants and conditions contained herein, the Owner and the Contractor agree as follows:

#### **1. CONTRACT DOCUMENTS; SCOPE OF WORK**

The general conditions, federal requirements and certificates, request for bids, bid sheet, plans and specifications, addenda, and this Agreement (the "Contract Documents") form this contract, and they are as fully a part of this contract as if hereto attached or herein repeated. The following is an enumeration of the plans and specifications and addenda:

##### **PLANS AND SPECIFICATIONS:**

- "Bridgton Community Center Roof Replacement: Project Description & Specifications," dated August 17, 2017.

##### **ADDENDA:**

- \_\_\_\_\_
- \_\_\_\_\_

Upon the terms of and subject to the Contract Documents, the Contractor agrees to furnish all of the materials and perform all of the work described in the Plans and Specifications, and the Contractor covenants that it shall do everything required by the Contract Documents in return for payment as provided herein.

#### **2. COMPLETION DATE**

The work to be performed under this Agreement shall be completed on or before November 30, 2017 (the "Completion Date").

#### **3. CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Agreement, subject to additions and deductions provided by approved change orders, as follows: \$ \_\_\_\_\_ (the "Contract Sum").

#### **4. BONDS**

No contract bonds shall be required if the Contract Sum is \$125,000 or less. If the Contract Sum exceeds \$125,000, the Contractor shall furnish to the Owner upon execution of this Agreement, a contract performance bond and a contract payment bond, each for the full amount of the contract and issued by a surety company or surety companies authorized to do business in the State of Maine as approved by the Owner. The bonds shall be in accordance with and executed on the forms furnished by the Owner. The bonds shall allow for any additions or deductions to the Agreement. The bonds shall continue in effect for

the applicable periods limiting actions as provided by, as applicable, 14 M.R.S.A. Section 871 or Section 752 to protect the Owner's interest and to assure settlement of claims for the payment of all bills for labor, materials, and equipment by the Contractor.

## **5. PAYMENT**

The Owner shall make bi-weekly progress payments to the Contractor in accordance with a schedule of values for the project furnished by the contractor and subject to approval by the owner and as set forth in Article 24 of the General Conditions. Final payment shall be due 30 days after completion and acceptance of the work by the Owner, provided the Contractor has submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been paid.

## **6. INITIAL DECISION MAKER**

The Town Manager will serve as Initial Decision Maker ("IDM") under this Agreement.

## **7. FULL PERFORMANCE**

The Owner and the Contractor hereby agree to the full performance of the covenants herein.

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

OWNER:  
TOWN OF BRIDGTON

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

CONTRACTOR:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By:  
Its:

# **Town of Bridgton, Maine**

## **Bridgton Community Center Roof Replacement**

### **GENERAL CONDITIONS TO CONSTRUCTION CONTRACT AGREEMENT**

#### **1. DEFINITIONS**

Whenever the following terms are used in the Contract Documents, the intent and meaning shall be interpreted as follows:

**Bidder:** Any individual, partnership, or corporation submitting a proposal for the performance of the work described under the terms of the Agreement, acting directly or through a duly authorized representative.

**Calendar Days:** Consecutive days, as occurring on a calendar, taking into account the day of the week, month, year, and any religious, national or local holidays.

**Change Order:** A written agreement between the Owner and the Contractor, operating as a supplement to the Agreement, covering correction of: omissions, errors, and discrepancies between the plans and the proposal or estimates; or any alterations in the plans; or additional requirements; work, materials, and incidentals required to complete the construction of the project in an acceptable manner; and setting forth the basis of compensation for that supplemental work, if any. Before any change order modifies or becomes a part of the work, it must be duly signed by the Contractor and the Owner.

**Contract or Agreement:** A written agreement between the Owner and the successful bidder, by which the Contractor is bound to perform the work specified, in accordance with the Contract Documents, together with all supplemental agreements by which the Owner is bound to compensate the Contractor at mutually established and accepted rates or prices.

**Contract Bond:** The approved forms of security furnished by the Contractor and his surety, or sureties, which guarantee the faithful performance of all the terms of the contract and the payment of all bills, for labor, materials and equipment by the Contractor.

**Contractor:** The individual, partnership, or corporation undertaking the execution of the general contract work under the terms of the contract with the Owner, acting directly or through a duly authorized representative.

**Final Completion:** The stage of the work when the work has been fully completed in accordance with the terms and conditions of the Contract Documents.

**Owner:** The Town of Bridgton, Maine, acting through its duly authorized representative.

**Plans:** All official drawings or reproductions of drawings pertaining to the work provided for in the contract and such working plans as may be furnished or approved by the Owner from time to time.

**Project or Work:** The entire improvement proposed by the Owner to be constructed in part or in whole pursuant to these specifications and Contract Documents.

**Bid:** The written offer of the bidder.

**Provide:** The word "provide" shall mean, "furnish and install," including connections to services if required, unless specified otherwise.

**Subcontractor:** The individual, the firm or corporation undertaking the execution of any part of the work under the terms of the contract by virtue of a written agreement between itself and the Contractor.

TOWN OF BRIDGTON, BRIDGTON COMMUNITY CENTER ROOF PROJECT

**Substantial Completion:** The stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the work for its intended use. Minor corrections and repairs that can be performed while the Owner has occupied the building and without undue annoyance to personnel will be acceptable under the definition of Substantial Completion. It shall also include major final cleaning required under the contract, removal of all surplus equipment and material not required for completion of remaining work, and the placement of remaining materials and equipment in convenient locations as approved by the Owner.

**Superintendent:** The representative of the Contractor, authorized by the Contractor to receive and fulfill instructions from the Initial Decision Maker.

**Supplemental Agreement:** A supplemental agreement is any agreement entered into between the Contractor and the Owner subsequent to the execution of the contract.

**Surety:** The individual, partnership, or corporation who is bound jointly and severally with the Contractor and subcontractors to insure faithful performance of the contract and for payment of the bills for labor, materials and equipment by the Contractor and subcontractors.

## **2. INTENT, CORRELATION AND EXECUTION OF DOCUMENTS**

The intent of the Contract Documents is to prescribe a complete work or improvement. All work must be based on a full compliance therewith. Any Supplemental Agreements entered into subsequent to the Contract will become a part of the Contract.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is that, unless otherwise specified, the Contractor shall furnish all labor, materials, equipment, items, articles, tools, transportation, insurance, services, necessary supplies, operations or methods and incidentals that may be reasonably required to construct and complete the project, facility or improvement in a manner necessary for the proper execution of the work. Any deviations from the plans which may be required by the exigencies of the construction, or because of error, will in all cases, be determined by the IDM and authorized in writing by the Owner. Materials or work described in words, which so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards. Since the plans and specifications cover the dimensions and features of the work and do not set forth the analysis of the design, it is the duty of the Contractor fulfilling them to ascertain the true intent in any case where it is doubtful.

Work not covered under any heading, section, branch, class or trade of the specifications shall not be supplied unless it is shown on the drawings or is reasonably inferable there from as being necessary to produce the intended results.

The Contractor shall take no advantage of any apparent error or omission in the plans and specifications, and the IDM shall be permitted to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the plans and specifications. Where errors or omissions appear in the Contract Documents, the Contractor shall promptly notify the IDM in writing of such errors or omissions. Inconsistencies in the Contract Documents are to be reported before bids are submitted.

Should the plans or the specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract Documents.

The Contractor shall, upon acceptance of a contract and before commencing work, contact the IDM and request a preconstruction conference. The purpose of this conference shall be as follows:

- To introduce the representatives of the Owner and define their responsibilities in connection with this project.
- To emphasize any special provisions applicable to the project.



- To establish the work progress schedule and set up procedures for prompt review of all required shop drawings.
- To provide the Contractor with opportunity to discuss points of doubt and any apparent inconsistencies noted in the plans and specifications before proceeding to purchase material or execute the work.

During the further progress of work, regular meetings will be held at time intervals appropriate in the judgment of the IDM to review the work progress schedule, general project progress, and any other questions that might affect the execution of this contract.

### **3. DETAIL DRAWINGS AND INSTRUCTIONS**

The Owner shall furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, that are necessary for the proper execution of the work. All such drawings and instruction shall be consistent with the Contract Documents, shall be true developments thereof, and shall be reasonably inferable there from.

The work shall be executed in conformity therewith and the Contractor shall do no work without proper drawings and instructions except as allowed by Article 10 herein.

Immediately after being awarded the contract, the Contractor shall prepare an estimated progress schedule and submit same to Owner. The progress schedule shall indicate the dates for starting and completion of the various stages of construction.

### **4. SHOP DRAWINGS**

The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the Contractor's own work or in that of any subcontractor adequate copies of all shop drawings and schedules required for the work of the various trades. The IDM shall check and approve, with reasonable promptness, such scheduled drawings only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the IDM, and shall file with the IDM a corrected copy. The IDM's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, nor shall it relieve the Contractors from responsibility for errors in shop drawings or schedules.

### **5. MATERIALS, APPLIANCE, EMPLOYEES**

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and facilities necessary for the execution and completion of the work.

Whenever an article or material is defined by describing a proprietary product, or by using the name of a manufacturer, the term "Or Approved Equal", if not inserted, shall be implied. The specific article or material mentioned shall be understood to establish minimum standards as to the type, function, standard of design, durability, efficiency and quality desired and shall not be construed to exclude other manufacturers' products of comparable quality, design and efficiency.

Materials and models of items, which the Contractor alleges to be equal to the materials and methods of items named in the specifications, shall be subject to the written approval by the IDM. If the alleged equals are to receive consideration in the bid award, written approval shall be received from the Designer at least ten days prior to the established bid opening dates. The use of alternate items will not be permitted without the approval of the Owner. The Contractor shall not be relieved of the responsibility to furnish articles or materials equal in quality, design and efficiency to those specified because of the approval of such alternate items by the Owner. Requests for substitutions shall originate and be submitted by the Contractor, not a subcontractor. The materials or equipment shall be sufficiently described to enable the Owner to easily identify salient features.

The Contractor shall promptly pay all of its employees when their pay is due, shall promptly pay when due all bills for materials, supplies and services going into the work, and all bills for insurance, workers' compensation coverage, federal and state unemployment compensation, and Social Security charges applicable to the project. Before final

settlement is made, the Contractor shall furnish to the Owner upon the Owner's request affidavits that all such payments have been made.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

## **6. GUARANTEE**

The Contractor shall guarantee its work against any defects in workmanship and materials for a period of one year from the date of written final acceptance of the project.

Materials and equipment shall be new, free from defects, perfect and complete, unless otherwise stipulated. Materials or equipment specified or shown on the drawings shall be applied or installed according to the directions with the manufacturer, or the recommendations of an association dealing primarily with the material, unless specifically designated otherwise. The scope of the direction furnished shall include the application of experienced personnel to each trade involved. In no case shall the installation be below the standard recommended by the manufacturer or association. The Contractor shall be responsible to the Owner for the suitability of materials and equipment furnished and for full compliance with the plans and specifications.

## **7. ROYALTIES AND PATENTS**

The Contractor shall, for all time, secure to the Owner the free and undisputed right to the use of any and all patented articles or methods used in the work and shall defend at his own expense any and all suits for infringement or alleged infringement of such patents, and in the event of adverse award under patent suits, the Contractor shall pay such awards and hold the Owner harmless in connection with any patent suits that may arise as a result of installations made by the Contractor, or to any awards made thereunder.

## **8. SURVEYS, PERMITS, LAWS, TAXES AND REGULATIONS**

The Owner shall furnish all surveys unless otherwise specified.

Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, the Contractor shall promptly notify the Designer in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the Designer, the Contractor shall bear all costs arising there from.

In execution and performance of the Contract, the Contractor and all subcontractors agree to comply with the requirements and regulations of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) and the Maine Human Rights Act, 5 M.R.S.A. § 4551 *et seq.*, and regulations promulgated therefrom.

## **9. LABOR AND WAGES**

All Contractors and subcontractors shall conform to the labor laws of the State of Maine, and all other laws, ordinances and legal requirements affecting the work in Maine.

## **10. CONDITIONS AND CARE OF SITE AND PROTECTION OF THE WORK**

The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property from injury or loss for the duration of this contract, and shall make good any such damage, injury or loss. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.

The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes, and shall prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor shall erect and properly maintain all necessary safeguards for the protection of workers and the public at all times, as required by the condition and progress of the work, and shall post danger signs warning against all hazards created by the construction process, such as (but not limited to) protruding nails, hoists, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials. The Contractor shall designate a responsible member of the Contractor's organization on the work, whose duty shall be the prevention of accidents. The Contractor shall report the name and position of any person so designated to the Owner.

The Contractor shall return to conditions existing prior to the start of work on the project all aspects of the site that have not been altered, removed, or otherwise changed permanently by the work. The Contractor shall protect all existing buildings, structures, or other features from damage by any operation in connection with the project. Utilities encountered shall be protected and maintained in service until removed or abandoned. The Contractor shall exercise care in his work around such utilities as may be shown on plans or otherwise found. Such utilities are not to be moved, replaced or abandoned.

The Contractor shall protect existing trees, and other aspects of the site, which will remain a permanent part of the site from damage during grading, excavation, filling, trucking, and like activities. If necessary, tree trunks shall be boxed, and barricades set up at sufficient distance to prevent damage to major tree branches.

Should the work or material of the Contractor become damaged when not reasonably protected by the Contractor, the same shall be replaced by the Contractor at no expense to the Owner.

In an emergency potentially affecting health or life or of serious damage to property or of adjoining property, the Contractor, without special instruction or authorization from the Owner, is hereby permitted to act on the Contractor's own discretion, to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so authorized or instructed. Any compensation claimed by the Contractor on account of emergency work, shall be determined by mutual agreement.

## **11. INSPECTION OF WORK**

The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the IDM's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority than the Owner, on the date fixed for such inspection, required certificates of inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, before the work is covered or buried. If any work which will ultimately be covered, is covered prior to approval or consent of the Owner, it must, if requested by the Designer, be uncovered for examination at the Contractor's expense.

Reexamination of questioned work may be ordered by the Owner, and, if so ordered, the work must be uncovered by the Contractor. If such work were found in accordance with the contract documents, the Owner shall pay the cost of the reexamination and replacement. If such work were found not in accordance with the Contract Documents, the Contractor shall pay such cost.

## **12. SUPERINTENDENT**

The Contractor shall have, during the progress of all work, a competent superintendent and any necessary assistants. The superintendent shall represent the Contractor and all directions given to the superintendent in the absence of the Contractor shall be as binding as if given directly to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants. The Contractor shall give efficient supervision to the work using the Contractor's best skill and attention. The Contractor shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Owner any error, inconsistency or omission which the Contractor may discover.

### 13. CHANGES IN THE WORK

The Owner reserves the right to increase or decrease any or all of the items of work indicated in the plans, proposal, and contract, or the elimination of any one or more of such items, without invalidating the contract. As the work progresses, the Owner may make such alterations in the plans, in the character of the work, or in the specified coordination of two or more concurrent contracts, as may be considered necessary or desirable in order to complete the construction. Such changes shall in no way invalidate the contract. All such work shall be executed under the conditions of the original contract except that any claim for extension of the time caused thereby shall be adjusted at the time of the ordering of such change.

In giving instructions, the IDM shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the building or project, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a duly signed change order.

Should the Contractor encounter during the progress of the work, latent conditions at the site materially differing from those shown on the drawings or in the specifications, or unknown conditions of an unusual nature differing materially from those already encountered in such work, the attention of the Owner shall be immediately called for such conditions before they are disturbed. The Owner shall promptly investigate the conditions and if they do so materially differ, the contract shall be modified by a change order to provide for any increase or decrease in cost resulting from such conditions.

Should such alterations be productive of increased unit cost, or result in decreased unit cost to the Contractor, a fair and equitable sum therefore shall be agreed upon in writing before such work is begun, and shall be added to or deducted from the contract amount, as the case may be, by means of a written change order. The change order shall state the nature of the change, the location, the itemized estimate of unit quantities, the basis for payment, and the reason for the change. When the change order has been properly signed by all parties and encumbered, it shall become a part of the contract.

The value of any such extra work or change shall be determined in one or more of the following ways: (A) By estimate and acceptance in a lump sum; (B) by unit prices named in the contract or subsequently agreed upon; or (C) by cost and percentage or by cost and a fixed fee. If none of the above methods is agreed upon, the Contractor, upon receipt of a change order as above, shall proceed with the work. Under case (C), the Contractor shall keep and present in such form as the Owner may direct, a correct account of the cost, together with vouchers. In any case, the IDM shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, payments on account of changes shall be made on the IDM's certificate.

If the price of a change order cannot be agreed upon, nothing contained herein shall prevent the Owner from directing the Contractor to make a change in the work, with the price to be determined on either a cost and percentage basis or under the dispute resolution provision of this contract. If the price of a change order cannot be agreed upon, an Owner-initiated Construction Change Directive can order a change in the work prior to an agreement on the adjusted Contract Sum or Contract Time. The Cost of the work is to be determined by: (1) a cost and percentage basis; (2) lump sum; (3) unit prices; or (4) under the Dispute Resolution provision of this contract.

When the subparagraphs (A) and (C) above are used to determine the value of the work, the allowance for overhead and profit combined, included in the total expense to the Owner, shall be based upon the following schedule:

For the Contractor, for any work performed by his own forces, 20% of the cost;  
For each Sub-Contractor, for work performed by his own forces, 20% of the cost;  
For the Contractor, for work performed by his Sub-Contractor, 10% of the amount due the Sub-Contractor.

Cost shall be limited to the following: Cost of materials, cost of delivery, cost of labor, including Social Security, old age and unemployment insurance (labor cost may include a pro ratio share of foremen's time, only in case an extension of contract time is granted on account of the change); workmen's compensation insurance; rental value of power tools and equipment.

Overhead shall include the following; bond premium, supervision, wages of timekeepers, watchmen and clerks, small

tools, incidental, general office expense, and all other expenses not included in "cost".

If the net value of a change results in a credit from the Contractor or Sub-Contractor the credit given shall be the net cost without overhead or profit. The cost as used herein shall include all items of labor, materials and equipment.

#### **14. CLAIMS FOR EXTRA COST**

If the Contractor claims that any instructions by drawings or otherwise involve extra cost under this contract, the Contractor shall give the IDM written notice thereof within 10 days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for in Article 13, "Changes in the Work." No such claim shall be valid unless so made.

#### **15. DEDUCTIONS FOR UNCORRECTED WORK**

If the Designer and Owner deem it inexpedient to correct work injured or done not in accordance with the contract, an equitable deduction from the contract amount shall be made therefore.

#### **16. DELAYS AND EXTENSION OF TIME**

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner, or of any employee of either, or by any separate contractor employed by the Owner, or by changes ordered in the work or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, or by causes beyond the Contractor's control, or by any cause which the IDM shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the IDM may decide. Inclement weather or other natural causes shall not be reason to allow additional time under this contract.

No such extension shall be made for delay occurring more than seven days before claim therefore is made in writing to the IDM. In case of a continuing cause of delay, only one claim is necessary.

If no schedule or agreement stating the dates upon which drawings shall be furnished is made, then no claim for delay shall be allowed on account of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents. The amount of Contractor's delay damages shall be limited to the Costs, overhead and profit items enumerated in Article 13, "Changes in the Work." Recovery of delay damages is conditioned upon compliance with the notice requirements of Article 14, "Claims for Extra Cost."

#### **17. CORRECTION OF WORK**

The Contractor shall promptly remove from the premises all work condemned by the IDM as failing to conform to the contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten days' time, thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final payment, or from the date of the Owner's substantial usage or occupancy of the project, whichever is earlier, and in accordance with the terms of any special guarantees provided in the contract. The Owner shall give notice of observed defects with reasonable promptness. All questions arising under this article will be decided by the IDM, notwithstanding final

payment.

## **18. OWNER'S RIGHT TO DO WORK**

If the Contractor should neglect to prosecute the work properly or fail to perform any provisions of this contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor; *provided, however, that the IDM shall approve both such action and the amount charged to the Contractor.*

## **19. OWNER'S RIGHT TO TERMINATE CONTRACT**

### **A. Termination for Convenience**

The performance of Work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time, in part, whenever the Owner shall determine that such termination is in the Owner's best interest. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign the Owner, in the manner at the times, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner, to the extent the Owner may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Owner and deliver in the manner, at the times, and to the extent, if any, directed by the Owner the work in process, completed work, supplies, and other material produced as part of, or acquired in connection with the performance of the work terminated, and the completed or partially completed plans, information and other property which, if the Contract had been completed, would have been required to be furnished to the Owner;
7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Owner, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Owner, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in such other manner as the Owner may direct; and
8. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and take such action as may be necessary, or as the Owner may direct, for the protection or preservation of the property related to this Contract, which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

Settlement of claims under this Termination for Convenience clause shall be in accordance with the following provisions:

9. Within 30 days of the date on the Notice of Termination, the Contractor shall submit a final termination settlement proposal to the Owner, itemizing
10. The Contractor and the Owner may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done.
11. If the Contractor and the Owner fail to agree on the amount to be paid because of the termination of work,

the Owner shall pay the Contractor the amount determined by the Owner as follows: The contract price for actual work completed and accepted by the Owner not previously paid for, less (a) any claim which the Owner has against the Contractor under this contract, (b) all unliquidated advance or other payments to the Contractor, (c) the agreed price for or the proceeds of sale of materials, supplies or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Owner, and (d) such sum as the Owner determines to be necessary to protect the Owner against loss.

**B. Termination for Breach or Default**

The Owner may, by written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or the Contractor fails to perform any of the other provisions of the Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Owner may authorize in writing) after receipt of notice from the Owner specifying such failure.

If the Contract is terminated in whole or in part for default, the Owner may procure, upon such terms and in such manner as the Owner may deem appropriate, materials and supplies similar to those so terminated. The Contractor shall be liable to the Owner for any excess costs for such similar materials and supplies, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

In the event of any termination, the Owner shall pay only for materials and supplies completed and satisfactory for acceptance by the Owner up to the date of termination. Payment for completed materials and supplies accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due to the Contractor for such completed materials and supplies such sum as the Owner determines to be necessary to protect the Owner against loss.

The Owner has no obligation to the Contractor, of any kind, after the date of termination.

If, after notice of termination of this Contract is served under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the Owner.

**C. Opportunity to Cure**

If the Contractor fails to remedy to the Owner's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within a time to cure permitted by the Owner, the Owner shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the Owner from also pursuing all available remedies against the Contractor and its sureties for said breach or default.

**D. Waiver of Remedies for any Breach**

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term, or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract.



## **20. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

If the work should be stopped under an order of any court or other public authority, for a period of 30 days, through no act or fault of the Contractor or of anyone employed by the Contractor, then the Contractor may, upon 14 days' written notice to the Owner, terminate this contract and recover from the Owner payment for all work executed and any proven loss sustained upon any plant or materials and reasonable profit and damage.

Should the Owner fail to pay to the Contractor within 30 days after presentation any sum certified by the IDM, then the Contractor may, upon seven days' written notice to the Owner, stop the work or terminate this Contractor as set out in the preceding paragraph.

## 21. PROGRESS PAYMENTS

The Owner shall make payments to the Contractor on account of this Agreement as follows:

- A. Each month, 90% of the value, based on contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as certified by the IDM. Once 50% of the contract price has been paid to the Contractor, the Owner may, at its discretion, reduce the retainage down from 10% to as low as 5%. The Owner may cause the Contractor to be paid such portion of the amount retained hereunder as the Owner deems advisable.
- B. Requisition for payment as the work progresses may be made of the Owner but no more often than once a month unless agreed upon by the owner and contractor.
- C. The Contractor shall, before the first requisition for payment, submit to the IDM a contract cost breakdown form acceptable to the IDM, supported by such evidence as to its correctness as the IDM may direct. Said form and supporting evidence shall be reviewed by the IDM and, unless found to be in error, used as a basis for payments.
- D. The Contractor shall submit to the IDM a requisition for each payment and receipts or other vouchers showing the Contractor's payments of materials and labor, including payments to subcontractors as required herein.
- E. Requisitions for payment shall be based on the proportionate amount of work completed or incorporated in the work. Payments, upon authorization of the IDM, may be made on account of materials not incorporated in the Work but delivered and suitably stored at the site. Such payments shall be conditioned upon submission by the Contractor of bills of sale, or such other procedure as will adequately protect the Owner's interest including applicable insurance.
- F. No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Agreement. Except for those claims previously made by either party and still unsettled, the making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, those not complying with the requirements of the Plans and Specifications, or those covered by warranties.
- G. With each monthly requisition, the Contractor shall release and indemnify the Owner from and against all liens on the project through the requisition date and shall supply partial lien waivers from all subcontractors through the date of the prior requisition.
- H. All payments shall be made in accordance with Title 10, Chapter 201-A of the Maine Revised Statutes, as amended (10 M.R.S.A. § 1111 *et seq.*).
- I. The IDM may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary in the IDM's reasonable opinion to protect the Owner from loss on account of (1) Defective work not remedied; (2) claims filed or reasonable evidence indicating probable filing of claims; (3) Failure of the Contractor to make payments properly to subcontractors for materials or labor; (4) a reasonable doubt that the contract can be completed for the balance then unpaid; (5) damage to another contractor or to the premises or work; or (6) failure to carry out the work in accordance with the Contract Documents. When the above grounds are removed, payment shall be made for amounts withheld because of them.
- J. The Owner shall make payments on the amount of work completed within 30 days of receipt of the requisition invoice unless owner has agreed to other terms acceptable to the owner.

## 22. CONTRACTOR'S INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this article and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Owner does not warrant or represent that the insurance required under this paragraph constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor or its subcontractors. The Contractor and subcontractors of every tier shall satisfy themselves as to the existence, extent, and adequacy of insurance prior to commencement of work.

The Contractor and any subcontractor shall procure and maintain for the duration of the Project insurance of the types and limits set forth under this paragraph and such insurance as will protect themselves from claims which may arise out of or result from the Contractor's or subcontractor's execution of the work, whether such execution be by themselves or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. The insurance coverage provided by the Contractor and any subcontractor will be primary coverage. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine.

- A. Statutory Workers' Compensation and Employers Liability Insurance: Worker's compensation insurance for all employees on site in accordance with the statutory workers' compensation law of the State of Maine.
- B. Commercial General Liability Insurance: Death, Bodily Injury, and Property Damage, including Contractual Liability covering the indemnification contained herein: \$1,000,000 combined single limits per occurrence, \$2,000,000 aggregate, where applicable. This insurance shall include premise and operations, products and completed operations, contractual, and personal injury liabilities, as well as collapse and underground coverage, and explosion coverage if explosion hazards exist.
- C. Automobile Liability Insurance: Automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned, and hired automobiles, trucks and trailers. Minimum acceptable limit is \$1,000,000 any one accident or loss.
- D. Pollution Liability: In the event that any disruption, handling, abatement, remediation, encapsulation, removal, transport, or disposal of contaminated or hazardous material is required, the Contractor or its subcontractor shall secure a pollution liability policy in addition to any other coverages contained in this section. The insurance shall be provided on an occurrence based policy and shall remain in effect for the duration of the Project. Minimum acceptable limit is \$1,000,000 per occurrence.
- E. Property Insurance: Unless otherwise waived in writing by the Owner, the Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor and any subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period and until the work is accepted by the Owner.
- F. Certificates of Insurance: One original copy of all certificates of insurance in a form and issued by companies acceptable to the Owner shall be provided to the IDM prior to commencement of work. The certificates shall name the Owner as named insured and shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least 10 days' prior written notice has been given to the Owner.

## **23. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Owner and its officers, employees and agents, including consultants, (for purposes of this section, collectively and individually, the "Owner") from and against any and all liabilities, damages, claims, demands, liens, encumbrances, judgments, awards, losses, costs, expenses and suits or actions or proceedings, including reasonable expenses, costs and attorney fees incurred by the Owner in the defense, settlement or satisfaction thereof, for any personal injury, bodily injury, death, loss or damage to property of any kind, whatsoever, arising out of or resulting from the intentional misconduct or negligent acts, errors or omissions of the Contractor in the performance of the Contract, including intentional misconduct, negligent acts, errors or omissions of its officers, employees, servants, agents, subcontractors and suppliers.

The obligations of the Contractor under the above paragraph shall not extend to situations where the circumstances that would give rise to the indemnification obligation are caused solely by the negligent acts, errors or omissions of the Owner.

## **24. LIENS**

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of this contract, or receipts in full in lieu thereof, and, an affidavit that so far as the Contractor has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; provided, however, that the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner to indemnify the Owner against any lien. If any lien remains unsatisfied after all the payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fee.

## **25. ASSIGNMENT**

Neither party to the contract shall assign the Contractor or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any money due or to become due to him hereunder, without the previous written consent of the Owner.

## **26. MUTUAL RESPONSIBILITY OF CONTRACTORS**

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such Contractor by agreement or arbitration, if the Contractor will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense and if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

## **27. SEPARATE CONTRACTS**

The Owner reserves the right to let other contracts in connection with this work under similar general conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his/her work with theirs. If any part of the Contractor's work depends on proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the IDM any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the Contractor's work after the execution of the Contractor's work. To ensure the proper execution of the Contractor's subsequent work, the Contractor shall measure work already in place and shall at once report to the IDM any discrepancy between the executed work and the drawings.

## **28. SUBCONTRACTS**

The Contractor shall not sublet any part of this contract without the written permission of the Owner. The Contractor shall submit in writing to the IDM for approval a complete list of the names of all particular items of work the Contractor proposes to furnish and the names of the subcontractors to whom the Contractor proposes to sublet work. The subcontractors named shall be reputable firms of recognized standings with a record of satisfactory work. The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractor and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

## **29. RELATIONS OF CONTRACTOR AND SUBCONTRACTOR**

The Contractor agrees to bind every subcontractor to the terms of the Contract Documents, as far as they are applicable to the subcontractor's work. The Contractor further agrees:

- A. To be bound to the subcontractor by all the obligations that the Owner assumes to the Contractor under the Contract Documents, and by all the provisions thereof affirming remedies and redress to the Contractor from the Owner.
- B. To pay the subcontractor, upon the payment of certificates, the amount allowed to the Contractor on account of the subcontractor's work to the extent of the subcontractor's interest therein.
- C. To pay the subcontractor, upon the payment of certificates so that at all times the subcontractor's total payments shall be as large in proportion to the value of the work done by the subcontractor.
- D. To pay the subcontractor to such extent as may be provided by the Contract Documents or the subcontract, if either of these provide for earlier or larger payments than the above.
- E. To pay the subcontractor on demand for subcontract work or materials as far as executed and fixed in place, less the retained percentage, at the time the certificate should issue, even though the IDM fails to issue it for any cause not the fault of the subcontractor.
- F. To make no demand for liquidated damages or penalty for delay in any sum in excess of such amount as may be specifically named in the subcontract.
- G. That no claim for services rendered or materials furnished by the Contractor to the subcontractor shall be valid unless written notice thereof is given by the Contractor to the subcontractor during the first ten days of the calendar month following that in which the claim originated.
- H. To give the subcontractor an opportunity to present and to submit evidence in any progress conference or disputes involving subcontract work.
- I. To pay the subcontractor a just share of any fire insurance money received by the Contractor under Article 22 herein.

## **30. INITIAL DECISION MAKER'S (IDM'S) STATUS**

The IDM shall be the Owner's representative during the construction period and shall observe the work in progress on behalf of the Owner. To the extent permitted by law, the IDM shall have authority to act on behalf of the Owner. The IDM shall have authority to stop the work whenever such stoppage may be necessary in the IDM's reasonable opinion to ensure the proper execution of the contract. The IDM shall be, in the first instance, the interpreter of the conditions of the contract and the judge of its performance.

## **31. CASH ALLOWANCES**

The Contractor shall include the contract sum and all allowances named in the Contract Documents and shall cause the work so covered to be done by such Contractors and for such sums as the Owner may direct, the contract amount being adjusted in conformity therewith. The Contractor declares that the contract amount includes such sums for expenses and profit on account of cash allowances, as the Contractor deems proper. No demand for expenses or profit other than those included in the contract shall be allowed. The Contractor shall not be required to employ for any such work, persons against whom the Contractor has a reasonable objection.

## **32. USES OF PREMISES**

The Contractor shall confine its apparatus, the storage of materials, and the operations of its workers to limits indicated by law, ordinances, permits or directions of the IDM and as required by the Contract Documents, and shall not unreasonably encumber the premises with the Contractor's materials. The Contractor shall not load or permit any part of the structure to be loaded with a weight which will endanger its safety. The Contractor shall enforce the Owner's instructions regarding signs, advertisements, fires, and smoking.

If any part of the building is completed and ready for occupancy, the Owner may, by written and mutual consent, without prejudice to any of the Owner's rights or the rights of the Contractor, enter in and make use of such completed parts of the building. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

### **33. CUTTING, PATCHING AND DIGGING**

The Contractor shall do all cutting, fitting or patching of work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonable implied by, the drawings and specifications for the completed structure, and shall make good after them as the IDM may direct.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore. The Contractor shall not endanger any work by cutting, excavating or otherwise, and shall not cut or alter the work of any other contractor save with the consent of the IDM. Cutting, drilling, or patching work of contractors other than the Contractor shall be done only with the permission and instruction of the Contractor and IDM. Cutting of structural members must be approved by the IDM. All cutting, patching, and digging of other contractors in or about the building shall be done under the supervision of the Contractor who shall be responsible to see that the work is neatly done, and in a manner that will not endanger the structure or harm the component parts, and that patching and back filling shall be done to restore the structure and surfaces to its original condition.

### **34. LAYOUT OF WORK**

The Contractor shall be responsible for the correct staking out of the new work on the site, and shall employ a competent engineer/surveyor to locate the building on the site. The Contractor shall run the axis lines locating the work, establish correct datum points, and check each line and point on the site to ensure their correctness. All such lines and points shall be carefully preserved throughout the construction.

The Contractor shall lay out all work from dimensions given on plans. The Contractor shall take measurements and verify dimensions of existing or old work, if any, that affect the Contractor's work or to which the Contractor's work is to be fitted. The Contractor alone shall be responsible for the correctness of all measurements and shall verify all grades, lines, levels, elevations and dimensions shown on the drawings and report any errors or inconsistencies to the IDM prior to commencing work.

### **35. WORKMANSHIP**

All workmanship, materials or equipment, either at the site or intended for it shall conform with all respects with the requirements of the Contract Documents, and shall be strictly first class, workmanlike installation and the best obtainable from the crafts and trades. Incomplete or careless workmanship will not be allowed. In all cases the materials, equipment and work shall be equal to or better than the grade specified and the best of their kind that is obtainable for the purpose for which they are intended. The IDM's decision on the quality of work shall be final.

All labor shall be performed by mechanics skilled in their respective trades. Prior to submitting a proposal, the Contractor shall become familiar with the local labor conditions, skilled and unskilled.

If, in the opinion of the Contractor, any work is indicated on the drawings or specified in such manner as would make it impossible to produce work of the highest quality, or should discrepancies appear between drawings, or drawings and specifications, the Contractor shall refer the same in writing to the IDM for interpretation before proceeding with the work.

If the Contractor fails to make such reference, no excuse will be entertained thereafter for failure to carry out the work in the satisfactory manner.

### **36. CLEANING UP**

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's employees, subcontractors or work, and at the completion of the work shall remove all rubbish from and about the building and all tools, scaffolding and surplus materials and shall leave his work "Broom Clean" or its equivalent, unless more exactly specified. In case of failure to comply by the Contractor, the Owner may perform the cleanup and deduct the cost from any monies due the Contractor.

### **37. DISPUTE RESOLUTION**

In the event that a dispute among the parties cannot be resolved among themselves by informal means, the parties agree that, before resorting to litigation, they will in good faith submit the dispute to confidential mediation and will engage the assistance of a mediator jointly selected by the parties. The parties will participate in such mediation in good faith and will disclose to the other parties and the mediator all pertinent information concerning the dispute in their possession or control. Such mediation shall not exceed one full day or two half days in length without the prior written consent of the parties. No party shall be prejudiced by any position taken by that party during mediation, and no party shall be bound by any recommendation of the mediator unless the party accepts it. If the parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law and the right to initiate and pursue litigation.

### **38. COMPLETION DATE AND LIQUIDATED DAMAGES**

The Completion Date is stated in Section 2 of the Agreement. If the Contractor finds it impossible to complete the Work on or before the Completion Date, the Contractor may make a written request to the Owner for an Extension of Time setting forth therein the reasons for the request. If the Owner finds that the Work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the Completion Date which will then be in full force and effect, the same as though it was the original Completion Date.

Time is an essential element of the Contract and it is important the work be pressed vigorously to completion. The cost to the Owner of administration of the Contract, inspection and supervision will be increased as the time occupied in the Work, is lengthened. For each calendar day that the work shall remain uncompleted after the Completion Date, \$500 per day shall be deducted from any money due the Contractor, not as a penalty but as liquidated damages, provided, however that due account shall be taken of any adjustment of the Completion Date granted under the provisions herein.

The Contractor shall expressly be prohibited from filing delay claims or attempting to recover damages for its scheduled early completion.

### **39. GOVERNING LAW**

This Contract shall be governed by, construed, and enforced in accordance with the laws of the State of Maine without regard to its conflict of laws provisions.

### **49. FEDERAL CERTIFICATIONS AND REQUIREMENTS**

The Contractor agrees to comply with all terms and conditions, and submit all forms and certifications, set forth in Appendix A, "Federal Certifications and Requirements," attached hereto and made a part hereof.



# **Town of Bridgton, Maine**

## **Town Hall Siding Replacement**

### **APPENDIX A: FEDERAL CERTIFICATIONS AND REQUIREMENTS**

The Contractor agrees to comply with all applicable federal laws and regulations and all terms and conditions prescribed in any Community Development Block Grant ("CDBG") agreement to which this Contract is subject, including but not limited to those provisions enumerated herein. Any failure of the Owner to specifically identify herein any applicable requirements does not relieve the Contractor of the responsibility to meet or exceed any such requirements.

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

In accordance with (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, 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. 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**

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. (29 USC 794, Executive Order 11914, Section 504.)

#### **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:

TOWN OF BRIDGTON, BRIDGTON COMMUNITY CENTER ROOF PROJECT

- 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 (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 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.(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 will 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.

**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. 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 contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). 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 135, 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 135 regulations.
- c. The contract 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 135, 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 135. 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 135.
- 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 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. (See Attachment A, attached hereto and made a part hereof.)

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. (See Attachment A, attached hereto and made a part hereof.)

C. Copeland Anti-Kickback Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions. (See Attachment A, attached hereto and made a part hereof.)

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

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. 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**

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

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

The chief executive officer of the Owner 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 Owner 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 Owner 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.**

The Contractor shall comply with the Architectural Barriers Act (P.L 90-480), 42 USC 4151, as amended, and the regulations issued or to be issued thereunder, 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, 42 USC 1857, et seq., AS AMENDED, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 USC 1251 et seq., AS AMENDED.**

The Contractor shall comply with the Clean Air Act, 42 USC 1857 et seq., as amended, and the Federal Water Pollution Control Act, 33 USC 1251 et seq., as amended, and the regulations of the Environmental Protection Agency with respect thereto, 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**

The Owner and Contractor will give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services. (Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards.)

#### **16. CDBG CERTIFICATION**

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

#### **18. 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 sub-part 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 of 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 Safety 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.

## ATTACHMENT A

**Davis-Bacon Act Compliance Requirements.** Contractor understands that the provisions of the Davis-Bacon Act (40 U.S.C. §§ 3141 *et seq.*) apply to the Project. Pursuant to 29 C.F.R. § 5.5(a), Contractor shall comply with all such requirements, and shall fully include in all bid solicitations and resultant covered construction contracts that are in excess of \$2,000 entered into for the actual construction, alteration or repair (including painting and decorating) of any building or work financed in whole or in part from the 2014 Qualified Zone Academy Bond issued by Regional School Unit No. 74, the following contract clauses.

**(1) *Minimum wages.***

(i) All laborers and mechanics employed or working upon 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 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.

(ii)(A) The contracting officer 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree 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 the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will



approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer 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 contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt 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 (write in name of Federal Agency or the loan or grant recipient) 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 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 (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, 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 (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 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 (write in name of appropriate federal agency) 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 the (write in name of agency). The payrolls submitted 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 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 at <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 the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), 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 sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 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 (write the name of the agency) 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 may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and trainees**

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

**(5) *Compliance with Copeland Act requirements.***

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**(6) *Subcontracts.***

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) 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 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 the contracting agency, 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.

Contractor shall additionally insert in any contract in an amount in excess of \$100, and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act the following provisions. 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 therefor 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 \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

In addition to the aforementioned four provisions, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1, Contractor 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, Contractor shall cause or require the contracting officer to 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.

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

**CERTIFICATION OF CONTRACTOR REGARDING**  
**EQUAL EMPLOYMENT OPPORTUNITY**

(For Prime Contracts 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.

CERTIFICATION BY BIDDER

Name and address of bidder

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

TOWN OF BRIDGTON, BRIDGTON COMMUNITY CENTER ROOF PROJECT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
**CERTIFICATION OF CONTRACTOR REGARDING**  
**SEGREGATED FACILITIES**

(For Prime Contracts Exceeding \$10,000)

Name of Prime Contractor:

Project Name and Number:

The undersigned hereby certifies that:

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

TOWN OF BRIDGTON, BRIDGTON COMMUNITY CENTER ROOF PROJECT

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

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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

TOWN OF BRIDGTON, BRIDGTON COMMUNITY CENTER ROOF PROJECT



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: 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

# **Town of Bridgton, Maine**

## **Bridgton Community Center Roof Replacement**

### **PLANS AND SPECIFICATIONS**

#### **Bridgton Community Center Roof Replacement: Project Description & Specifications (dated August 17, 2017)**

The Bridgton Community Center is a former Armory and subject to a Historic Preservation easement on the building. To the extent possible, it is the intent to retain any portions of the wood trims related to the existing wooden fascia, soffit, rake boards, etc.

The current roof is thought to be original to the structure and is a built-up tar and stone roof likely to contain asbestos in the mastics used. The building is of CMU and brick veneer construction utilizing steel roofing bar joists and metal decking. Also, original to the structure, is the use of non-treated blocking attached to the steel rafter with iron bolts and "sill" plates under the steel rafters at the tops of the exterior walls. The wooden blocking served to provide nailers to attach painted exterior trims. None of these materials originally used were treated and as such have deteriorated to the point of replacement in most if not all areas.

NOTE: It is the owner's intent to fully utilize the entire facility, daily, during construction. The contractor shall be required at all times to maintain safe means of ingress and egress during use hours. Overhead protection, signage, fencing and all other means of protection to the public shall be the contractor's responsibility. Required laydown areas will be determined by the contractor and the owner's representative. The building envelope shall remain, at all times, protected from the elements during construction. Progress means and methods ensuring compliance with this requirement shall be presented to the owner's representative for review and approval. The job site shall remain safe, neat, clean and orderly. Any damages to the property shall be the contractor's responsibility to restore to as-found conditions.

- A. Prior to the removal of the existing roofing, exterior trims must be removed to expose wooden blocking and sill materials and subsequently replaced with pressure treated materials together with corrosion resistant fasteners and/or appropriate compatible adhesives for masonry and steel to treated wood applications. All proposed means and methods to be submitted to the owner's representative for review and approval prior to start of replacement.
- B. Once complete, all exterior salvaged trims to be reinstalled must be primed and painted, all sides, with Sherwin Williams or approved equal paint. All replaced trims and finishes must be of like kind wood, matching original dimensions, also primed and painted all sides prior to install. All field splices to be lap cut at 45 degree angles and all cuts field primed prior to install.
- C. Contractor is responsible for the proper disposal of all removed materials.
  - 1. It is assumed painted wood materials contain some amount of lead based upon the age.
  - 2. It is assumed roof mastics contain asbestos based upon the age.
  - 3. Disposal of all materials must be conducted in accordance with all Federal, State and local ordinances and contract terms.
- D. Roof Replacement
  - 1. Existing roof materials and flashings shall be removed to the existing metal decking and properly disposed of. Should any existing substrates be found to be defective, contractor agrees to perform required repairs, as approved by the owner's representative, on a time and materials basis.
  - 2. A total of R20 Polyisocyanurate Insulation shall be mechanically fastened to the roof deck in accordance with all code requirements specific to the region as well as those related to manufacturers recommendations and warranty requirements.

3. Perimeter blocking shall be installed as required to match height of new insulation.
4. Install reinforced perimeter strip and 60mil fully adhered EPDM membrane roofing with all required flashings, standard color galvanized edge flashings and roof penetrations.
5. Manufacturer to provide a minimum 15-year warranty to the owner.





# DAVIS-BACON WAGE RATES AND PROVISIONS

General Decision Number: ME170092 08/11/2017 ME92

State: Maine

Construction Type: Building

County: Cumberland County in Maine.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	08/11/2017

CARP1996-002 10/01/2016

Maine Zone 1 Building Rate (Z1B sub union)

	Rates	Fringes
CARPENTER (Includes Drywall Hanging and Metal Stud Installation).....	\$ 22.01	18.49

ELEC0567-001 06/01/2017

	Rates	Fringes
ELECTRICIAN		
Teledata Technicians.....	\$ 23.61	15.37

ELEV0004-006 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 54.53	29.985

IRON0007-035 03/16/2017

	Rates	Fringes
IRONWORKER (ORNAMENTAL, REINFORCING AND STRUCTURAL).....	\$ 24.32	21.37

LAB00976-007 07/01/2016

	Rates	Fringes
LABORER: Common or General (Industrial Work Only).....	\$ 19.96	16.62

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in



the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION