

## INVITATION TO BID

Proposals for **Standish Standpipe Mixing - Standish, Maine** will be received by the Portland Water District, 225 Douglass Street, Portland, Maine until **10:00 a.m. local time, July 15, 2009**. The work shall consist of, but is not necessarily limited to, the following:

Provide and install an active solar powered mixing system in the 500,000 gallon Standish Standpipe. The unit shall be NSF 61 certified. All mounting couplings, wire and chemical penetrations will be installed by Portland Water District prior to the beginning of work. The unit shall meet the following criteria:

1. The system shall be capable of recirculating 400 gpm in full sunlight.
2. All construction shall be 316 stainless and polymer construction.
3. Brushless electric motor design providing day & night operation with a solar charged battery power system.
4. Unit must be placed in service with the standpipe online. The existing roof hatch opening is 23 inches in diameter.
5. System shall be equipped with (2) photovoltaic 80 watt panels and an LED light.
6. Unit shall have a two year warranty.
7. Unit shall be Solarbee Model SB400PWc or equal.

In addition provide a chlorine boosting system capable of boosting sodium hypochlorite in potable water reservoirs. The unit shall meet the following criteria:

1. The unit shall be operated by an air operated double diaphragm pump capable of discharging 0-4 gpm.
2. The base shall be 316 stainless steel construction
3. The unit shall have a 20 gallon chlorine holding tank and a 5 gallon rinse tank with HDLPE construction.
4. The unit shall have a flow indicator and regulating valve.
5. Provide 30 ft of teflon stainless steel jacketed discharge hose.

Bidders may view the standpipe drawings on an FTP site following these steps:

- Open My Computer
- In the '**Address**' area type <ftp://ftp.pwd.org>
- In the Username field enter: **pwdftp32**
- In the Password field enter: **Gwtp#1** (case sensitive)
- Open Standish Standpipe Mixing folder

Bidder must submit a compliance statement (Executive Order 12246) with their proposal. Bidder agrees to commence work on or after August 1, 2009 and complete all work on or before September 15, 2009.

No bids may be withdrawn within sixty (30) days after date of opening thereof. Right is reserved to refuse or reject any or all bids or to waive any informality in proposals received and to award work at discretion of the General Manager acting in the best interests of the Portland Water District.

### **Portland Water District Insurance Requirements**

- 1) General Requirements:
  - a) The vendor shall file appropriate Certificates of Insurance with the DISTRICT. All Certificates of Insurance shall provide that notice shall be given to the DISTRICT at least thirty (30) days prior to the expiration or termination of any insurance and shall name the DISTRICT as an additional insured. This notice shall be in writing.
  - b) All Certificates of Insurance provided to the DISTRICT shall be issued by companies licensed and registered to do business in the State of Maine.
  - c) All Certificates of Insurance coverage shall be delivered to the District prior to the work commencing.
  - d) Prior to the expiration date of any insurance, the vendor shall furnish to the DISTRICT a certificate showing the insurance then maintained by or on behalf of the vendor pursuant to these requirements.
  
- 2) Specific Coverage. Insurance to be carried by the vendor shall, as a minimum, include:
  - a) Commercial general liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 and \$2,000,000 aggregate to include completed operations coverage. The DISTRICT must be named additional insured on this insurance. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
  - b) Automobile liability insurance, including but not limited to, coverage for owned, non-owned, and hired vehicles with limits of not less than \$500,000 per occurrence. The vendor shall also require that all subcontractors carry this same insurance with the same limits.
  - c) Workers' Compensation Insurance providing statutory benefits, in each case as required by law. The vendor shall also require that all subcontractors carry this same insurance with the same limit.
  - d) Other insurance appropriate to the work, e.g.: Diving, Aircraft, Umbrella, Professional, Environmental Impairment.

## Disclaimer

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

Any person interested in Bidding on the Contract must become thoroughly familiar with the Maine DWSRF Supplemental General Conditions. Failure to comply with any of these conditions may result in the Bidder not being eligible for the award of this Contract.

This Project is being funded through the DWSRF program. American Recovery and Reinvestment Act Funds will be utilized on this project. The contract requirements shall meet the conditions of these funds.

## Minority and Women Business Enterprise Requirements

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

## Nondiscrimination in Employment and Labor Standards

Bidders on this work will be required to comply with the President's Executive Order No. 11246 and amendments and supplements to that order. The requirements for Bidders and Contractors under this Order are located in the Information to Bidders .

## Federal Requirements

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

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

Federal Davis Bacon wage rates apply to this project. The Federal Wage Determination is attached to these specifications or will be supplied as a separate document, issued as an Addendum. It is the responsibility of the Contractor, before the bid opening, to request, if necessary, any additional information on Federal Wage Rates for those trades people who are not covered by the applicable Federal Wage Decision, but who may be employed for the proposed work under this contract.

Additional wage classifications and rates can only be added after bid opening. If required classifications are not listed in the wage determination, the contractor must list the classifications and the rates he proposes to pay. This list will be forwarded to the Department of Labor for approval. If the Department of Labor rejects any or all of the proposed rates as being too low, the contractor will be required to pay the higher rate at no increase in the total contract cost. In any event, the rates the contractor proposes to pay to those unlisted classifications should not be lower than the rate paid to a laborer.

In accordance with the Buy American Provision of the 2009 ARRA, the Contractor agrees domestic construction material will be utilized by the contractor, subcontractors, materialmen and suppliers in the performance of this contract. If American-made material cannot be supplied, the Contractor shall notify the Owner.

## **DWSRF SUPPLEMENTAL GENERAL CONDITIONS**

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

### Notice to Bidders

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

**This Project is being funded through the DWSRF program. American Recovery and Reinvestment Act Funds will be utilized on this project. The contract requirements shall meet the conditions of these funds.**

## Minority and Women Business Enterprises Requirements

The CONTRACTOR will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

The goals for this PROJECT are a minimum of five percent (5%) MBE and WBE participation (1.3% MBE; 3.7% WBE). If these goals are not met the successful bidder must demonstrate a good faith effort toward meeting the goals. The successful bidder must submit to the OWNER, within ten (10) days after the bid opening or by the contract signing, the appropriate one of either Attachment A (the MBE/WBE goals having been met) or Attachment B (the MBE/WBE goals not having been met) completed in its entirety. In addition, the CONTRACTOR shall submit to the OWNER, a compliance report (Attachment C) listing the MBES and WBES, their work and the amount of payment to each, during each pay request period, for the duration of the contract. Attachments A, B, and C are included in this document.

NOTE: The most recent copy of the Maine Department of Transportation's "Certified Disadvantaged Business Enterprise Directory", or reference to its Internet location ([state.me.us/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm)), should be attached and made part of the specifications.

Contractor's and Subcontractor's Insurance\*

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

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

### Bid Protests

All protests arising from the OWNER'S procurement practices must be submitted to the OWNER as soon as practical. The OWNER will investigate the basis for the protest, seek the advice of legal counsel, document all meetings and actions, and attempt to resolve the protest promptly and equitably. In the event that the protest is not settled, an appeal may be filed with the Department of Human Services (DHS).

### Inspection

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

### Claims or Disputes

All claims or disputes between the OWNER and the CONTRACTOR must be settled informally using the DHS as a mediator or formally in a court of law. All resolved disputes and claims must be submitted to the DHS by change order for approval before payment.

Claims, disputes, and other matters in question arising out of or relating to the Contract Documents, or a breach thereof, that were unable to be settled informally through mediation, shall be settled by litigation in a court of competent jurisdiction.

## Posting Documents

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

"Notice to Labor Union or Other Organizations of Workers" (Exhibit 2)

"Equal Employment Opportunity is the Law" poster

"Job Safety and Health Protection" poster

"Fair Labor Standards Act" poster

"Employee Polygraph Protection Act" poster

"Family and Medical Leave Act" poster (applicable to employers of 50 or more employees)

"Notice Relative to the Regulation of Employment" (State Poster)

"Minimum Wage" (State Poster)

"Whistleblowers' Protection Act" (State Poster)

"Sexual Harassment Law" (State Poster)

"Workers Compensation" (State Poster)

"Maine Employment Security Law" (applicable to employers who must pay unemployment tax). Available from the Unemployment Compensation Division of the Maine Dept. of Labor.

## Payment of Employees

### Minimum Wages

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

### Overtime Payments

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

### Wage Record of Contractor

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

### Retention of Payroll Records

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

### Violations of Labor Standards

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

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

### Payment to Contractor

See Section 19 of the General Conditions and Section 33.2 and Section 33.3 of the Supplemental General Conditions.

### Changes in the Work

The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or the time required for

performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

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

#### Changes in Contract Price

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

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

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

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

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

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

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

Access to records

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

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

**Davis-Bacon Wages apply to this project. This contract must adhere to the requirements of this provision, and wage determinations shall be inserted into the contract documents.**

**The "Buy American" clause must be supported in this contract for purchase of iron, steel and manufactured goods to support the intent of the ARRA. If this condition can not be met, notify the Owner immediately.**

DWSRF MBE/WBE FIRM UTILIZATION INSTRUCTIONS

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Goals for this project are: MBE 1.3% and WBE 3.6%

To demonstrate that you have made good faith efforts to meet the MBE/WBE utilization goals for this project :

Complete and submit **Attachment A**. Identify minority and women's business enterprise firms that you will use to meet the stated goals.

**OR**

Complete and submit **Attachment B**. **Attachment B** must be accompanied by copies of the solicitations you used in your effort to attract MBE/WBE subcontractors.

Suggested steps are listed below.

**AND**

Complete and submit an **Attachment C** with every request for payment that includes payment to a firm identified on the previously submitted **Attachment A or B**.

Attachment A or B must be submitted within 10 days of the bid opening or at the time of award, whichever comes first. If, at that time, you do not know your MBE/WBE Utilization percentage, submit Attachment B with copies of the solicitation letters sent to MBE and WBE firms.

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As the contractor for this DWSRF Project you need to observe the following good faith effort steps to achieve the MBE/WBE utilization goals.

1. Place qualified minority and women's business enterprises on solicitation lists for subcontracts;
2. Assure that minority and women's business enterprises are solicited when they are potential sources;
3. Divide project, when economically feasible into smaller tasks or quantities to permit maximum participation by minority and women's business enterprises;
4. Establish delivery schedules, where the requirements permit, to encourage participation by minority and women's business enterprises; and
5. Use the services and assistance of the Small Business Administration , and the Minority Business Development Agency of the Department of Commerce.

***The Maine Department of Transportation maintains a list of certified Minority and Women's business enterprise firms. It is updated quarterly and available on the Internet at***

[http://www.maine.gov/mdot/humnres/o\\_equalo/cdwbed\\_h.htm](http://www.maine.gov/mdot/humnres/o_equalo/cdwbed_h.htm)

The Environmental Protection Agency requires projects funded by the DWSRF to demonstrate good faith efforts to utilize Minority and Women business enterprise firms. Each year the state of Maine Drinking Water Program negotiates fair share goals for MBE/WBE utilization for all DWSRF construction projects.

**MBE/WBE  
ATTACHMENT A**

THE MBE/WBE GOAL HAVING BEEN MET, the following information must be submitted:

PUBLIC WATER SYSTEM: \_\_\_\_\_ STATE: \_\_\_\_\_

SRF PROJECT NO.: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

1. Total dollar amount of the contract: \$ \_\_\_\_\_
2. Total dollar amount of the MBE participation: \$ \_\_\_\_\_
3. Percentage of MBE participation: % \_\_\_\_\_
4. Total dollar amount of WBE participation: \$ \_\_\_\_\_
5. Percentage of WBE participation: % \_\_\_\_\_
6. List of MBE/WBE subcontractors (fill out for each of MBE/WBE used):

List of MBE/WBE firms to be used.

Company Name	Contact Person	Phone Number	Type of Work	Amount

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

**MBE/WBE  
ATTACHMENT B  
(page 1 of 2)**

THE MBE/WBE GOAL NOT HAVING BEEN MET, the following information must be submitted:

PUBLIC WATER SYSTEM: \_\_\_\_\_ STATE: \_\_\_\_\_

SRF PROJECT NO.: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

**A. MBE/WBE Participation:**

- 1. Total dollar amount of the contract: \$ \_\_\_\_\_
- 2. Total dollar amount of the MBE participation: \$ \_\_\_\_\_
- 3. Percentage of MBE participation: % \_\_\_\_\_
- 4. Total dollar amount of WBE participation: \$ \_\_\_\_\_
- 5. Percentage of WBE participation: % \_\_\_\_\_

**B. MBE/WBE Solicitation:**

List each minority and women-owned firm (whether or not on the Loanee's Project List) to which a letter of solicitation was sent. It is suggested that correspondence be sent by certified or registered mail since the burden or proof of positive efforts to utilize MBE/WBE firms rests with the bidder.

A copy of each solicitation letter MUST be attached.

Minority Owned Firm Contacted	Women Owned Firm Contacted
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.
7.	7.
8.	8.
9.	9.
10.	10.

**MBE/WBE  
ATTACHMENT B  
(page 2 of 2)**

C. List all MBE/WBE firms to be used:

<b>Company Name</b>	<b>Contact Person</b>	<b>Phone Number</b>	<b>Type of Work</b>	<b>Amount</b>

D. List all MBE/WBE firms from which a bid or quotation was received which is not listed in Section C above and the reason the firm was not selected:

List of MBE/WBE firms not to be used:

<b>Company Name</b>	<b>Contact Person</b>	<b>Phone Number</b>	<b>Type of Work</b>	<b>Amount</b>

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

**ATTACHMENT C  
UTILIZATION OF WBE/MBE FIRMS**

THE FOLLOWING INFORMATION MUST BE SUBMITTED WITH REIMBURSEMENT REQUESTS THAT INCLUDE INVOICED AMOUNTS FROM A QUALIFYING WBE OR MBE PARTICIPANT:

PUBLIC WATER SYSTEM: \_\_\_\_\_

SRF PROJECT NO.: \_\_\_\_\_ CONTRACT NO.: \_\_\_\_\_

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

WBE/MBE firm to be paid	WBE	MBE	Amount to be paid this request

Payment Request No. \_\_\_\_\_ Period covered by the request \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

Notice to Labor Union or Other Organization of Workers

Nondiscrimination in Employment

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

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

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

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

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION

RECRUITMENT, ADVERTISING, OR SOLICITATION FOR

EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF

PAY OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING

INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.

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

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

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

/s/ \_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_  
(Date)

**CERTIFIED PAYROLL REPORTS.** You'll need to submit a weekly certified payroll report beginning with the first week that your company works on the project and for every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. **Payroll formats.** The easiest form to use is DOL's WH-347, *Payroll*. A sample copy of the WH-347 is included in the back of this Guide. You can also find the form on-line at: <http://www.dol.gov/esa/programs/dbra/forms.htm>

☺ You are *not required* to use Payroll Form WH-347. You are welcome to use any other type of payroll, such as computerized formats, as long as it contains all of the information that is required on the WH-347.

b. **Payroll certifications.** The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll *certification* language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347 or any other format which contains the same certification language on the WH-347 (reverse).

c. **"No work" payrolls.** "No work" payrolls may be submitted whenever there is a temporary break in your work on the project. (*See Tip Box, below, for "no work" payroll exemption!*) For example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you *do not* need to send "no work" payrolls.

☺ If you number your payroll reports consecutively, you *do not* need to submit "no work" payrolls!

d. **Payroll review and submission.** The prime contractor should **review** each subcontractor's payroll reports for compliance *prior* to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid *and* for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator *through* the prime contractor.

☺ An alert prime contractor that reviews subcontractor payroll submissions can detect any misunderstandings early, prevent costly underpayments and protect itself from financial loss should underpayments occur.

e. **Payroll retention.** Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, for a Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. **Payroll inspection.** In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their *own* copy of the payrolls available for review or copying to any authorized representative from FHWA, PWD or from DOL.

DAVIS BACON WAGE RATES

GENERAL DECISION: ME20080001 06/26/2009 ME1

Date: June 26, 2009

General Decision Number: ME20080001 06/26/2009

Superseded General Decision Number: ME20070001

State: Maine

Construction Type: Building

Counties: Androscoggin, Cumberland and Penobscot Counties in Maine.

Building Construction Projects (does not include single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	02/08/2008
1	04/04/2008
2	10/03/2008
3	12/19/2008
4	01/30/2009
5	03/06/2009
6	04/17/2009
7	04/24/2009
8	06/12/2009
9	06/26/2009

BOIL0029-003 10/01/2008

	Rates	Fringes
BOILERMAKER.....	\$ 30.19	8.96+26.6%

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CARP1996-001 04/01/2009

	Rates	Fringes
Carpenters: (Including acoustical ceiling installation, drywall hanging and batt insulation installation)		
Carpenters.....	\$ 20.20	14.13
Carpenters: Millwrights.....	\$ 25.20	14.13

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ELEC0567-001 06/01/2009

ANDROSCOGGIN COUNTY: Townships of Auburn, Durham, Lewiston, Lisbon, Mechanic Falls, Minot, Poland  
CUMBERLAND COUNTY: Entire County (All Townships)

PENOBSCOT COUNTY: Entire County, excluding 2R.8, Chester, Prentis, Seboeis, Webster, and Winn Townships and area south thereof.

	Rates	Fringes
Electricians:.....	\$ 27.83	12.88
Teledata Technicians.....	\$ 21.82	11.82

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 \* ELEC1253-001 06/01/2009

ANDROSCOGGIN COUNTY (Townships of Greene, Leeds, Livermore, Livermore Falls, Turner, Wales, Webster)

PENOBSCOT COUNTY (Townships of Alton, Argyle, Bangor, Bradford, Bradley, Brewer, Burlington, Carmel, Carroll, Charleston, Chester, Clifton, Corinna, Corinth, Dixmont, Eddington, Edinburg, Enfield, Etna, Exeter, Garland, Glenburn, Grand Falls, Greenbush, Greenfield, Hampden, Hermon, Holden, Howland, Hudson, Kenduskeag, LeGrange, Lakeville, Lee, Levant, Lincoln, Lowell, Mattamiscontis, Maxfield, Milford, Newburg, Newport, Old Town, Orono, Orrington, Passadumkeag, Plymouth, Prentiss, Seboeis, Springfield, Stetson, Summit, Veazie, Webster, Winn, 2R.8, 3R.1, 5R

	Rates	Fringes
Electricians:.....	\$ 26.30	12.34
Teldata Technicians.....	\$ 21.46	11.14

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 IRON0007-018 03/16/2008

	Rates	Fringes
Ironworkers:		
Structural and Reinforcing..	\$ 21.15	16.65

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 SUME2000-001 10/24/2000

	Rates	Fringes
BRICKLAYER.....	\$ 15.12	2.66
Caulker/Waterproofer.....	\$ 13.49	3.40
Cement Mason/Finisher.....	\$ 11.71	1.26
DRYWALL FINISHER/TAPER.....	\$ 13.09	
Elevator Constructor.....	\$ 20.07	6.26
Laborers: (Including General Laborers and Brick Mason Tenders).....	\$ 10.55	4.40
PIPEFITTER.....	\$ 17.89	7.40
PLUMBER.....	\$ 13.92	1.19
Power equipment operators:		
Backhoes.....	\$ 14.22	5.39

Cranes.....	\$ 14.78	4.47
Excavators.....	\$ 14.53	2.45
Loaders.....	\$ 13.95	2.71
Rollers.....	\$ 13.50	4.31
ROOFER, Including Built Up, Composition and Single Ply Roofs.....		
	\$ 11.47	1.91
SHEETMETAL WORKER.....	\$ 12.47	3.61
SPRINKLER FITTER.....	\$ 10.53	1.27
Truck drivers:		
Dump.....	\$ 10.33	1.27
Tri Axle.....	\$ 10.11	2.02

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

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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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

**OWNER AND CONTRACTOR CERTIFICATION OF BUY AMERICAN**

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.

3. Documentation Regarding Non- American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. Information and Detailed Justification Regarding Non- American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to request and, as applicable, implement the terms of a waiver with respect to any such component or components.

PROJECT:	<u>Standish Standpipe Mixing</u>	TOWN:	_____
OWNER:	<u>Portland Water District</u>	CONTRACTOR:	_____
ADDRESS:	<u>225 Douglass St</u>	ADDRESS:	_____
	<u>Portland, ME 04104</u>		_____
AUTHORIZED REPRESENTATIVE:	<u>Ronald Miller</u>	AUTHORIZED REPRESENTATIVE:	_____
SIGNATURE:	_____	SIGNATURE:	_____

COMPLIANCE STATEMENT

EXECUTIVE ORDER 11246

Date: \_\_\_\_\_

This Statement relates to a proposed contract with the Portland Water District, who expects to finance the contract with assistance from an agency or agencies of the United States Government. I am the undersigned bidder or prospective contractor. I represent that -----

1. I ( ) have, ( ) have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I ( ) have, ( ) have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

I understand that if I failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to the office where the reports are required to be filed.

\_\_\_\_\_  
Signature of Bidder or Prospective Contractor

\_\_\_\_\_  
Street, P.O. Box, ect.

\_\_\_\_\_  
City, State and Zip Code