



## Invitation to Bid 20-PNS-Brush Cutting-008

### Brush Cutting

December 16, 2020

**CONTRACTOR NAME:** \_\_\_\_\_

#### **DESCRIPTION OF PROJECT:**

- **Brush Cutting** conforming to the attached Pan Am Railways specifications.

#### **PROJECT INFORMATION, SCHEDULE REQUIREMENTS, AND OTHER INFORMATION:**

- Approximately 87 track miles of hi-rail brush cutting is anticipated.
- The work is to be performed along the Pan Am Railways' Freight Main Line between MP 273 in Plaistow, NH and CPF 185 in Yarmouth, ME and continue along Pan Am Railways' Brunswick Branch between MPL 0 in Yarmouth, ME and MPL 16 in Brunswick, ME. (Note that the start of the Brunswick Branch (MPL 0) is at CPF 185 of the Freight Main Line.)
- The specific locations, which will total approximately 87 track miles of hi-rail brush cutting will be determined by Pan Am Railways and NNEPRA in coordination with the Contractor.
- These tracks are active with both passenger and freight trains. Between the hours of 7:00 am and 5:00 pm each weekday, approximately 4-6 freight trains operate on the Freight Main Line and approximately 1 freight train operates on the Brunswick Branch. The actual number of trains per day may vary. In addition to the freight trains, passenger trains operate, as noted in the schedule at: <https://amtrakdowneaster.com/schedules>. Freight movements through the work area will vary daily.
- All costs for the work required including mobilization, labor, materials and equipment shall be included in the track mile unit costs. The Contractor shall, at the Contractor's own expense, furnish all fuel, oil, maintenance, labor, tools, equipment, materials and supplies necessary to perform the work.
- All work shall be completed by May 31, 2021. If a Contractor cannot complete the work prior to May 31, 2021 please note a proposed completion date on the Bid Form. Bids with earlier completion dates may be given preference.

#### **BID OPENING TIME AND LOCATION:**

- Sealed bids for the above project must be received at the following location by **3:00 p.m. local time on Wednesday January 6, 2021:**  
William Gayle, Grant and Policy Administrator  
Northern New England Passenger Rail Authority  
75 West Commercial Street, Suite #104,  
Portland, Maine 04101
- Bids received after this time will not be accepted.
- Sealed bids will be publicly opened and read aloud at 3:30pm on January 6, 2021. *Please note that contractors will not be permitted to attend the bid opening in person due to COVID-19 restrictions.* NNEPRA will make reasonable efforts to provide a live stream or virtual meeting

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY INVITATION TO BID  
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invitation for the bid opening. This information will be provided to contractors the morning of the bid opening.

- Each bid shall contain all pages of the **Bid Form** and **signed Federal Clauses (2 total)** in a single sealed envelope. The envelope shall be clearly marked “**Bid for Brush Cutting, Bid # 20-PNS-Brush Cutting-008**”.
- Bids for this procurement may submitted via email to [william@nnepra.com](mailto:william@nnepra.com), rather than in a sealed envelope, at the contractor’s option.

**ADDITIONAL INFORMATION:**

- Pan Am Railways is making capital improvements to its Freight Main Line and Brunswick Branch under a force account agreement with the Northern New England Passenger Rail Authority (NNEPRA). This work will be in support of these capital improvements.
- Portions of this project are being funded by Federal Funding Sources and the State of Maine.
- Compliance with attached Federal Clauses is required.
- **Compliance with Davis-Bacon prevailing wage rates is required on this federally funded project.** The Contractor will be required to submit certified payroll reports to confirm compliance. The applicable wage rates are attached (General Decision Numbers ME20200030, ME20190033, NH20200025, and NH20200026).
- NNEPRA encourages their contractors to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and to make reasonable efforts to use these institutions. Contact NNEPRA for further information or assistance.
- All bids shall be valid for 60 days after the bid opening.
- NNEPRA intends to provide notice of award within ten business days of the bid opening to the lowest bidder that is responsive to the requirements and is a responsible contractor.
- NNEPRA has a dispute and protest policy. Contact the NNEPRA for more information.
- NNEPRA reserves the right to reject any or all Bids, to waive any technical or legal deficiencies, and to accept any Bid that it may deem to be in the best interest of the Authority.

**POST BID REQUIREMENTS:**

The successful Bidder must begin execution of this contract within ten (10) calendar days following the Notice of Award.

**PAYMENT PROVISIONS:**

Payment will be made within 30 days after approval of invoices.

**BID QUESTIONS:**

- All questions must be received no later than Tuesday December 29, 2020 at 5:00 p.m. local time to be considered.
- NNEPRA will issue an addendum, if needed, on Thursday December 31, 2020 answering questions received prior to the deadline.
- All questions regarding this bid must be made in writing by **email only** and directed to: William Gayle, Grant and Policy Administrator

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Northern New England Passenger Rail Authority  
75 West Commercial Street, Suite #104  
Portland, Maine 04101

[william@nnepra.com](mailto:william@nnepra.com)

**Phone calls will not be accepted.**

## BID FORM

**CONTRACTOR NAME:** \_\_\_\_\_

**PROJECT IDENTIFICATION:**

**Brush Cutting** conforming to the attached Pan Am Railways specifications.

**THIS BID IS SUBMITTED TO:**

Mr. William Gayle  
Grant and Policy Administrator  
Northern New England Passenger Rail Authority  
75 W Commercial Street, Suite #104  
Portland, Maine 04101

By submitting this Bid the undersigned Bidder:

1. Proposes and agrees, if the Bid is accepted, to enter into an Agreement with Northern New England Passenger Rail Authority to supply the Materials in accordance with the specifications and other Bid Documents, for the prices and in accordance with the delivery schedule as detailed in the Bid Form.
2. Accepts all the terms and conditions included in the Invitation to Bid and agrees that this Bid will remain open for sixty days after the day of Bid opening.
3. Agrees that:
  - a. Bidder has examined copies of all the Bid Documents and any addenda, receipt of all of which is hereby acknowledged.
  - b. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Northern New England Passenger Rail Authority.
4. Acknowledges that this Invitation to Bid does not constitute an order or contract.
5. Acknowledges that Northern New England Passenger Rail Authority is exempt from all taxes. The undersigned hereby certifies that no taxes are included in the prices bid.

Bidders shall state if exemption certificate is required: Yes \_\_\_\_\_ No \_\_\_\_\_.

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**BID FORM**

This Bid is submitted for the following project:

**Brush Cutting** conforming to the attached Pan Am Railways specifications.

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<u>Item</u>	<u>Approx. Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Hi-Rail Brush Cutting (Freight Main Line)	73 Track Miles	_____/TM	_____
Hi-Rail Brush Cutting (Brunswick Branch)	14 Track Miles	_____/TM	_____
<b>Total Bid Price:</b>			_____
Proposed Completion Date:			_____

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Communications concerning this Bid shall be addressed to:

Bidder Company Name: \_\_\_\_\_

Bidder's Representative: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_

Bidder's Telephone No: \_\_\_\_\_

Bidder's E-mail Address: \_\_\_\_\_

Bidder's Fax Number: \_\_\_\_\_

*(Please note that the information below is used for internal purposes only and will not be disclosed.)*

Age of your company: \_\_\_\_\_ Gross Annual Receipts: \_\_\_\_\_

# Employees: \_\_\_\_\_ DUNS #: \_\_\_\_\_

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In submitting this bid, it is understood and agreed by vendor that THE AUTHORITY reserves the right to reject any and all Bids, or part of any Bid, and it is agreed that the Bid may not be withdrawn for a period of [60] days subsequent to the receipt of bids, without the written consent of the Authority.

BIDDER AUTHORIZED SIGNATURE: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

SUBMITTED ON: \_\_\_\_\_, 2021



# PAN AM RAILWAYS

1700 IRON HORSE PARK  
NO. BILLERICA, MA 01862

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Specifications for: Brush Cutting

## Requirements for Hi-Rail Brush Cutting

1. The brush cutting equipment shall be capable of cutting all brush that is within 30 feet from the center of track measured horizontally and 30 feet from the top of track measured vertically.
2. The Contractor shall utilize brushcutting equipment that is capable of mounting and working from the track (hi-rail equipment) and capable of working from the adjacent gravel/stone roadbed for a former second track. Note that not all areas have an adjacent gravel/stone roadbed. The equipment shall be capable of mounting and dismounting the existing track without causing any damage. Any damage caused to the existing track, grade crossings, or other existing infrastructure shall be repaired by the Contractor at no cost to Pan Am Railways or NNEPRA.
3. All costs for the work required including, mobilization and furnishing all labor, materials and equipment shall be included in the per track mile unit cost for Hi-Rail Brush Cutting. The Contractor shall, at the Contractor's own expense, furnish all fuel, oil, maintenance, labor, tools, equipment, materials and supplies necessary to perform the work. The approximate length of Hi-Rail Brush Cutting is noted in the Invitation to Bid. Payment will be made for the actual quantity completed and accepted at the contract unit cost.

## Additional General Information and Requirements

1. Railroad flaggers will be provided by Pan Am Railways at no cost to the Contractor. The Contractor shall not enter railroad property unless accompanied by the Pan Am Railways flagger. The Contractor will coordinate all access to the tracks with Pan Am Railways.
2. The Contractor shall procure and maintain insurance coverage as specified in the attached Existing Insurance Requirements document, dated June 2006. NNEPRA shall be listed as an additional insured on all insurance coverages. Additionally, the Contractor shall execute a Railroad Service Agreement, similar to the attached sample agreement, with Pan Am Railways prior to beginning onsite work on this project.
3. This is a federally funded project and Davis-Bacon wage rates are required.

## Existing Insurance Requirements - June 2006

(c) The Contractor shall not, at any time, except with the prior approval of the Vice President-Engineering, enter upon the Railroad Property or perform the Construction Project without the presence at the Railroad Property of a foreman, inspector, or flagman as may be assigned or required by the Vice President-Engineering, in his exclusive opinion.

(d) The Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage's naming the Railroad, exactly as designated in Paragraph 1, as insured, in forms and with companies and coverage limits satisfactory to the Railroad:

- (i) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Construction Project.
- (ii) Workers Compensation and Occupational Disease Insurance, as required by law.
- (iii) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Construction Project.
- (iv) Railroad Protective Liability Insurance.

A certificate of insurance naming as insured the Boston and Maine Corporation, Springfield Terminal Railway Company, its affiliates, successors and/or assigns as their interest may appear and providing coverage's in the amount of Five Million/Ten Million Commercial Protective Liability. The certificate should also show workman's compensation liability as required by law and automobile liability for any vehicles used in connection with the project. The description section of the certificate should state that the coverage pertains to this project.



**MAINE CENTRAL RAILROAD COMPANY  
SPRINGFIELD TERMINAL RAILWAY COMPANY**

**RAILROAD SERVICE AGREEMENT**

**AGREEMENT** made as of this       day of       , 2011 by and between the "Railroad" as described in paragraph 1.A. below and "Contractor" as described in paragraph 1.B. below.

In consideration of the mutual promises, covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby expressly acknowledge, the parties agree as follows:

1. The following terms shall have the meanings specified whenever used in this Agreement:

**A. RAILROAD:**

Maine Central Railroad Company and  
Springfield Terminal Railway Company  
c/o Pan Am Railways Incorporated  
Iron Horse Park  
North Billerica, Massachusetts 01862

**B. CONTRACTOR:** The following described party, together with its agents, servants, employees, subcontractors, suppliers, consultants and engineers:

**C. PROPERTY:**

**D. RAILROAD SERVICES:** The Railroad shall perform such services and provide such equipment and materials which it deems, in its sole discretion, necessary for the safe performance by the Contractor of the Construction Project, including, without limitation, the performance of all preliminary, office and field engineering; internal record keeping and accounting; railroad flagging and signaling; restoration or replacement of the Railroad's track or ballast; and all railroad inspection; and the Railroad shall provide all railroad communication equipment and materials.

**E. INITIAL RAILROAD SERVICE FEE:** To be invoiced by the Engineering Department of the Railroad.

**F. CONSTRUCTION PROJECT:**

**G. TERM:** One (1) year from the date first written above or completion of the construction project whichever occurs first.

**H. EXHIBITS:** The following Exhibits annexed hereto are hereby incorporated in this Agreement by this reference:

Intentionally omitted. [Add plan showing well locations as Exhibit]

**2. ENTRY UPON RAILROAD PROPERTY.** The Railroad hereby agrees to permit the Contractor to enter upon the Railroad Property for the Term for the limited purpose of performing the Construction Project, provided that the Contractor complies with all of the several terms, conditions and covenants contained in this Agreement, the Construction Project hereinabove described, and all work requirements and directions of the Vice President-Engineering of the Railroad, or his authorized representative (the "Vice President-Engineering").

**3. RAILROAD SERVICES.** In connection with the Contractor's performance of the Construction Project, the Railroad shall provide the Railroad Services.

**4. RAILROAD SERVICE FEES.** In consideration of the performance by the Railroad of the Railroad Services, the Contractor shall pay to the Railroad the Initial Railroad Service Fee. The Railroad hereby reserves the right to require additional Railroad Service Fees for Railroad Services necessary to complete the Construction Project. The Contractor further agrees to pay the Railroad a non-refundable fee of five hundred (\$500.00) dollars as reimbursement for the costs and expenses incident to the preparation of this Agreement.

**5. NOTICE OF INTENTION TO COMMENCE THE CONSTRUCTION PROJECT.** The Contractor shall provide the Vice President - Engineering of the Railroad with seven (7) days' notice in advance of its intention to commence the Construction Project.

**6. COVENANTS OF THE CONTRACTOR.** The Contractor hereby covenants and agrees that it will observe the following affirmative and negative covenants during the term of this Agreement:

(a) The Contractor shall perform the Construction Project in a safe, good and workmanlike manner and in accordance with the description of the Construction Project herein contained and all work requirements and directions of the Vice President-Engineering.

(b) The Contractor shall permit to enter upon the Railroad Property and perform the Construction Project only those contractors and/or subcontractors having, in the exclusive opinion of the Vice President-Engineering, sufficient engineering, construction expertise and financial ability to accomplish the Construction Project. The Railroad shall have the right to disqualify any contractor or subcontractor employed by the Contractor from performing the Construction Project for the following reasons:

- (i) Failure to pay in full Monies owed to the Railroad; or
- (ii) Use of, or reputation for use of, construction methods or procedures which, in the exclusive opinion of the Vice President-Engineering, are unsafe, technically deficient, or not in compliance with the Railroad's standards.

Any contractor or subcontractor so disqualified by the Railroad shall immediately vacate the Railroad Property and shall not re-enter the Railroad Property without the prior written approval of the Vice President-Engineering.

(c) The Contractor shall not, at any time, except with the prior approval of the Vice President-Engineering, enter upon the Railroad Property or perform the Construction Project without the presence at the Railroad Property of a foreman, inspector, or flagman as may be assigned or required by the Vice President-Engineering, in his exclusive opinion.

(d) The Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage's naming the Railroad, exactly as designated in Paragraph 1, as insured, in forms and with companies and coverage limits satisfactory to the Railroad:

- (i) Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Construction Project.
- (ii) Workers Compensation and Occupational Disease Insurance, as required by law.
- (iii) Automobile Liability Insurance covering all motor vehicles used about or in connection with the Construction Project.
- (iv) Railroad Protective Liability Insurance.

(e) The Contractor shall procure and maintain, at its sole cost and expense, all permits, licenses and approvals of all governmental authorities and all consents of all third parties necessary for the Contractor to perform the Construction Project. The Contractor shall comply with, and shall cause the Railroad Property to comply with, all applicable local, county, state or federal laws, codes or ordinances of any description, including, but not limited to: zoning, building, engineering, sanitation, health or environmental laws, particularly, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601, et seq., as amended) ("Law"). The Contractor shall promptly remedy any breach of any Law.

## **7. INTERRUPTION OF CONSTRUCTION PROJECT.**

(a) Upon demand by the Railroad, the Contractor hereby agrees to immediately:

- (i) Cease performance of the Construction Project;
- (ii) Clear the Railroad Property of all personnel, materials, equipment or obstructions and render the Railroad Property safe for the passage of trains; and
- (iii) Vacate the Railroad Property until such time as the Railroad gives notice of permission to re-enter the Railroad Property.

(b) In the event that the Contractor ceases work on the Construction Project, for any reason whatsoever, the Contractor shall provide notice of the same to the Vice President-Engineering and shall leave the Railroad Property in a safe condition, satisfactory to the Vice President - Engineering.

**8. PRIORITY OF RAILROAD OPERATIONS.** The operations of the Railroad, Pan Am Railway Incorporated ("Pan Am"), the affiliated railroads of Pan Am, (in general, and those running through the Railroad Property in particular) and the operations of the lessees, licensees and other lawful occupants of the Railroad Property shall have absolute priority over the performance of the Construction Project. The Contractor hereby agrees that the Construction Project shall be performed only at such hours and times and under such conditions as specified by the Railroad. Such hours and times shall be subject to change without prior notice to the Contractor. The Contractor hereby acknowledges and agrees that the Contractor may suffer delays and increased costs due to said agreed upon priority of the Railroad's and others' operations. Causes for such delay and increased cost may include: (i) the inability or default of the Railroad in providing adequate personnel to allow work; and/or (ii) passage of trains. The Parties agree that had the Contractor desired to proceed with the work without being subject to the aforementioned delay and increased cost, the terms of this Agreement would have been substantially different, and per diem costs to the Contractor, depending on job location, rail traffic, etc. could have far exceeded the Railroad Service Fee.

## **9. INDEMNIFICATION OF RAILROAD.**

- (a) The Contractor hereby agrees to defend with counsel acceptable to the Railroad, release, indemnify, protect and hold harmless the Railroad, Pan Am, their affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Railroad Property from and against any and all loss, cost, damage, or expense arising in any way out of the Construction Project or Contractor's use or possession of the Railroad Property including, without limitation, (i) all claims or suits for loss or damage to property of any description or natural resources, (ii) personal injury, sickness or death of any person, (iii) delay damages, (iv) consequential damages, (v) all matters relating to the alteration of wetlands, (vi) breach of any Law, particularly any alleged release of oil or hazardous or otherwise harmful materials or substances (including, but not limited to costs for assessment, remedial or response actions), or (vii) other damages arising in any way out of the Construction Project or Contractor's use or possession of Railroad Property, whether such loss, cost, damage, or expense is suffered by the Contractor, the Railroad, Pan Am, their affiliates, successors, assigns, lessees, licensees and all other lawful occupants of the Railroad Property, or the officers, agents employees, or representatives of any of them, or by others.
- (b) In addition to the provisions above, the Contractor expressly agrees to assume responsibility for; and to release Railroad, Pan Am and their affiliates from, any and all claims, costs, suits, judgments arising from or related to any actual, alleged or potential violations of any federal, state or local environmental law, regulation, rule, ordinance, or code discovered by Contractor in a manner that relates in any way to the performance of the Construction Project.
- (c) In the event that at any time during the performance of the Construction Project, the Contractor discovers any contamination or suspected contamination that triggers notification requirements under any applicable federal, state or local law, rule, regulation or ordinance, the Contractor agrees to promptly notify the Railroad, who will assume responsibility for performing any notification, if necessary, in accordance with good environmental practice, and if any further investigation or remediation is determined necessary the Railroad will perform the investigation and remediation. The Contractor agrees to indemnify the Railroad of any and all costs associated with the environmental contamination. The Contractor shall be held solely responsible for the cost of any necessary investigation and/or remediation

## 10. GENERAL PROVISIONS.

- (a) Any notice or other communication in connection with this Agreement shall be deemed duly served when received (or upon attempted delivery if delivery is not accepted). Such notice shall be in writing and either delivered by hand or mailed (i) by registered or certified mail (return receipt requested) with the United States Postal Service, or (ii) by Federal Express or other overnight mail carrier furnishing evidence of receipt to the sender, at the address for such party set forth in Section 1. Either party may change the address at which it is to receive notices by notice given as hereinabove set forth.
- (b) Failure of the Railroad to complain of any act or omission hereunder on the part of the Contractor, no matter how long the same may continue, shall not be deemed a waiver by the Railroad of any of its rights hereunder. No waiver by the Railroad at any time, express or implied, of any breach of any provision of this Agreement shall ever be deemed a waiver of a breach of any other provision of this Agreement, or a consent to any subsequent breach of the same or any other provision. If any action by the Contractor shall require the Railroad's consent or approval, such consent or approval on any particular occasion shall not be deemed a consent or approval of any other action on any subsequent occasion.
- (c) If any provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected. Each provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law.
- (d) The Section headings contained in this Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.
- (e) This Agreement constitutes the entire understanding between the parties relating to the subject matter hereof, supersedes all prior oral and written offers, negotiations, proposals, representations, agreements, courses of dealing and understandings between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein.
- (f) This Agreement may only be amended or modified by a writing signed by all of the parties hereto which refers to this Agreement.

- (g) This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Railroad Property is located.
- (h) Neither party to this Agreement shall be responsible to the other for delays or errors in its performance or other breach of this Agreement occurring solely by reason of circumstances beyond its control, including acts of civil or military authority, national emergencies, fire, labor disputes, flood or catastrophe, acts of God, insurrection, war, riots, delays of suppliers, or failure of transportation, communication or power supply.
- (i) The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at any registry of deeds and that any such recording by the Contractor shall constitute a breach of this Agreement.
- (j) If the Contractor executes this Agreement through an agent or representative, each such agent or representative hereby warrants and represents to the Railroad that he is authorized to execute, acknowledge, and deliver this Agreement on behalf of the Contractor and to thereby bind the Contractor to the same.
- (k) This Agreement: (i) may be executed in any number of counterparts, each of which when executed by all parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument, (ii) shall take effect as a sealed instrument, (iii) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and assigns, except that the Contractor may not delegate any of its obligations under this Agreement or assign this Agreement without obtaining the Railroad's express written consent, and (iv) is not intended to inure to the benefit of any third party beneficiary.
- (l) This Agreement shall not be construed as creating or vesting in the Contractor any estate in the Railroad Property, but only the limited right of using the Railroad Property in the manner hereinabove described.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument as of the date first set forth above by their duly authorized representatives.

**MAINE CENTRAL RAILROAD COMPANY  
AND  
SPRINGFIELD TERMINAL RAILWAY  
COMPANY**

By: \_\_\_\_\_  
George S. Thayer,  
Chief Design Engineer  
Iron Horse Park  
N. Billerica, MA 01862

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_



"General Decision Number: ME20200033 08/14/2020

Superseded General Decision Number: ME20190033

State: Maine

Construction Type: Heavy

County: York County in Maine.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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	01/03/2020
1	08/14/2020

\* IRON0007-033 03/16/2020

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 26.84	23.23

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SUME2014-014 01/30/2017

	Rates	Fringes
CARPENTER.....	\$ 19.66	6.13
ELECTRICIAN.....	\$ 25.24	7.01
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.38	1.39
LABORER: Common or General.....	\$ 15.22	3.97
LABORER: Concrete Worker (includes removing forms, demolition of existing concrete, and pouring, leveling and finishing concrete).....	\$ 25.33	17.07
LABORER: Pipelayer.....	\$ 21.84	6.42
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.88	8.48
OPERATOR: Bulldozer.....	\$ 20.81	4.37
OPERATOR: Crane.....	\$ 24.78	8.13
OPERATOR: Loader.....	\$ 19.36	3.73
OPERATOR: Roller.....	\$ 16.61	3.44
PAINTER (Brush and Roller).....	\$ 22.18	6.33
TRUCK DRIVER: Dump Truck.....	\$ 15.41	3.17

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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"

"General Decision Number: ME20200030 08/14/2020

Superseded General Decision Number: ME20190030

State: Maine

Construction Type: Heavy

County: Cumberland County in Maine.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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	01/03/2020
1	08/14/2020

\* IRON0007-032 03/16/2020

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 26.84	23.23

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SUME2014-011 01/30/2017

Rates	Fringes
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CARPENTER.....	\$ 19.51	6.24
ELECTRICIAN.....	\$ 25.24	7.01
IRONWORKER, STRUCTURAL.....	\$ 23.47	11.63
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.38	1.39
LABORER: Common or General.....	\$ 15.82	5.16
LABORER: Concrete Worker (includes removing forms, demolition of existing concrete, and pouring, leveling and finishing concrete).....	\$ 24.35	15.65
LABORER: Pipelayer.....	\$ 21.84	6.42
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.99	9.96
OPERATOR: Bulldozer.....	\$ 21.06	4.67
OPERATOR: Crane.....	\$ 24.74	8.03
OPERATOR: Loader.....	\$ 21.15	4.33
OPERATOR: Roller.....	\$ 16.61	3.44
PAINTER (Brush and Roller).....	\$ 22.18	6.33
TRUCK DRIVER: Dump Truck.....	\$ 16.21	3.27

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this  
contract is covered by the EO, the contractor must provide  
employees with 1 hour of paid sick leave for every 30 hours  
they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers



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

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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:

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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.

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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"

"General Decision Number: NH20200026 08/14/2020

Superseded General Decision Number: NH20190026

State: New Hampshire

Construction Type: Heavy

County: Strafford County in New Hampshire.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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	01/03/2020
1	07/17/2020
2	08/14/2020

\* IRON0007-039 03/16/2020

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 26.84	23.23

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PLUM0131-005 06/01/2020

	Rates	Fringes
PIPEFITTER.....	\$ 35.67	23.73
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SUNH2015-012 06/16/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 26.83	6.94
CEMENT MASON/CONCRETE FINISHER...	\$ 27.46	13.30
ELECTRICIAN.....	\$ 25.70	11.47
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 23.70	1.54
LABORER: Common or General.....	\$ 17.36	2.19
LABORER: Pipelayer.....	\$ 24.54	9.84
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 25.55	5.74
OPERATOR: Bulldozer.....	\$ 21.70	4.09
OPERATOR: Crane.....	\$ 28.37	9.74
OPERATOR: Drill.....	\$ 27.15	13.39
OPERATOR: Loader.....	\$ 26.37	12.98
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.10	5.69
OPERATOR: Roller.....	\$ 24.09	4.43
PAINTER (Brush and Roller).....	\$ 33.55	19.15
TRAFFIC CONTROL: Flagger.....	\$ 17.24	1.54
TRUCK DRIVER: Dump Truck.....	\$ 19.02	5.73
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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

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

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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.

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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.

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

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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:

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Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
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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"



"General Decision Number: NH20200025 08/14/2020

Superseded General Decision Number: NH20190025

State: New Hampshire

Construction Type: Heavy

County: Rockingham County in New Hampshire.

#### HEAVY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 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 \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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	01/03/2020
1	02/14/2020
2	07/10/2020
3	07/17/2020
4	08/14/2020

ELEC0490-008 06/01/2020

	Rates	Fringes
ELECTRICIAN.....	\$ 31.03	20.60

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\* IRON0007-039 03/16/2020

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 26.84	23.23

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PLUM0131-005 06/01/2020

	Rates	Fringes
PIPEFITTER.....	\$ 35.67	23.73

-----

SUNH2015-011 06/16/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 28.17	8.09
CEMENT MASON/CONCRETE FINISHER...	\$ 25.49	18.11
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 23.70	1.54
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LABORER: Pipelayer.....	\$ 30.35	17.03
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 28.51	10.16
OPERATOR: Bulldozer.....	\$ 21.70	4.09
OPERATOR: Crane.....	\$ 29.91	6.60
OPERATOR: Drill.....	\$ 28.78	15.26
OPERATOR: Loader.....	\$ 30.49	19.06
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 27.10	5.69
OPERATOR: Roller.....	\$ 23.02	4.52
PAINTER (Brush and Roller).....	\$ 33.55	19.15
TRAFFIC CONTROL: Flagger.....	\$ 17.24	1.54

TRUCK DRIVER: Dump Truck.....\$ 19.02 5.73

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

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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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
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U.S. Department of Labor  
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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:

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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"

### **Federal Grant Compliance Requirements**

Contractor/Vendor (Contractor) further agrees with the Northern New England Passenger Rail Authority (referred to in this Addendum A as the "Authority") to comply with the following, to the extent applicable to Contractor. The parties agree that this document is not intended to enlarge or increase the applicability of any federal requirements to Contractor/Vendor beyond those requirements that arise under federal law, regulation or the United States of America Department of Transportation Federal Transit Administration Master Agreement for Federal Transit Administration Agreements, as the same is amended from time to time by FTA, presently published at:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>

(the "Master Agreement") by virtue of Contractor/Vendor's participation in the Project.

**No Government Obligation to Third Parties.** Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud.** Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT Regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions hereunder. Accordingly, by signing the Agreement, Contractor certifies and affirms the truthfulness and accuracy of any statement it has made, it makes, or may make pertaining to the activities covered hereunder. In addition to other penalties that may be applicable, Contractor also acknowledges that if it makes false, fictitious or fraudulent claims, statements, submissions, assurances, or certifications, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on Contractor to the extent the Federal Government deems appropriate.

Contractor recognizes that if Contractor makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government of includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a project authorized under 49 U.S.C. chapter 53 or any other federal law, the Federal Government reserves the right to impose on Contractor the penalties of 49 U.S.C. § 5323(1), 18 U.S.C. § 1001 or other applicable federal law to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Access to Records and Reports.**

**Record Retention.** The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

**Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

**Federal Changes.** Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

**Civil Rights and Equal Opportunity.** The Contractor agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Contractor agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

**Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.



Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Equal Employment Opportunity Requirements for Construction Activities. Contractor agrees to comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with: (a) U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and (b) Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

**Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions

contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.

**Energy Conservation.** To the extent applicable to the services to be performed by Contractor hereunder, Contractor shall comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act.

**Disadvantaged Business Enterprise.** The Authority has adopted a Disadvantaged Business Enterprise and Women's Business Enterprise Policy in accordance with Federal Regulations issued by U.S. DOT (49 C.F.R. Part 26). This Policy provides that Disadvantaged Business Enterprises ("DBEs") and Women's Business Enterprises ("WBEs") will be afforded every practicable opportunity to participate in the performance of contracts related to the Authority's construction, procurement and professional service activities. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carryout these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. §26.13(b)

The Contractor is required to pay its Subcontractor/Vendors performing work related to this contract for satisfactory performance of that work no later than 30 days after the Contractor's receipt of payment for that work from the Authority. In addition, is required to return any retainage payments to those Subcontractor/Vendors within 30 days after the Subcontractor/Vendor's work related to this contract is satisfactorily completed.

**ADA Access.** To the extent applicable to the services to be performed by Contractor hereunder, Contractor agrees to comply with all applicable employment and accessibility requirements of the American with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12101 *et seq.*, Section 504 Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; 49 U.S.C. § 5301(d), 42 U.S.C. §§ 4151 *et seq.*, and the following applicable regulations:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;  
U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;  
Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;  
U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;  
U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;  
U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;  
(viii) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;  
(ix) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;  
FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and  
Any implementing requirements FTA may issue.

### **Safe Operation of Motor Vehicles.**

Seat Belt Use. The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor.

Distracted Driving. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

### **Termination Provisions.**

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

The Authority shall have the right to terminate the Agreement for convenience, in accordance with 2 C.F.R. §200.339. Any termination for convenience by the Authority shall not excuse the Authority's obligations under the Agreement arising prior to the effective date of such termination.

#### **Termination for Default (Breach or Cause).**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Authority may terminate this contract for default. Termination shall be affected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Authority that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of

the Contractor, the Authority, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure.

The Authority, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to NNEPRA's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by Contractor of written notice from the Authority setting forth the nature of said breach or default, the Authority shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the Authority from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach.

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

Contractor recognizes and agrees that the FTA may suspend or terminate the Project for various reasons set forth in the Master Agreement at Section 11, that such termination may act to cancel or invalidate certain obligations incurred by FTA prior to the termination date, and that such Termination may act to relieve the Authority of such obligations as well.

**Suspension and Debarment.** The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Authority. If it is later determined by the Authority that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Authority, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Buy America.** The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

The contractor must submit to The Authority the appropriate Buy America certification with its bid or offer. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

**Resolution of Dispute, Breach or Other Litigation.** FTA and the Authority have a vested interest in the settlement of any dispute, default, breach, or litigation involving any federally-assisted third-party contract. Contractor agrees to pursue all legal rights available under any third-party subcontract. FTA and the Authority reserve the right to concur in any compromise or settlement of any third-party subcontract claim involving Contractor. Contractor agrees to notify FTA and the Authority of any current or prospective major dispute, breach, default, or litigation pertaining to any third-party subcontract. If Contractor seeks to name the Federal Government or the Authority as a party to litigation for any reason, in any forum, Contractor agrees to inform the FTA and/or the Authority, as applicable, before doing so. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share committed to the Project, of any proceeds derived from any third-party recovery. If the third-party subcontract at issue contains a liquidated damages provision, Contractor agrees to credit any liquidated damages recovery to the Project unless the Federal Government permits otherwise.

In the event of any failure on the part of Contractor or the Authority to comply with any of its obligations contained in the Agreement and the continuation of such failure for a period of thirty (30) days after receipt of notice thereof from the other party, the other party shall have the right, at its option, to declare a default. Upon giving the party in default an additional notice of thirty (30) days and an opportunity to cure the default, the party not in default may terminate the Agreement. The rights to terminate shall be in addition to the other rights and remedies provided hereunder as well as those available, at law or in equity, including claims for money damages and specific performance, which remedies will be cumulative.

**Lobbying.** Contractor agrees that it will not use Federal assistance funds received from the Authority to support lobbying or to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, a member of a State legislature, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award used for the Project (“Lobbying”), and it will comply with applicable requirements of U.S. DOT regulations “New Restrictions on Lobbying,” 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352. Prior to execution of this Agreement Contractor has provided, and hereafter upon notice from the Authority’s Contractor will provide, to the Authority (i) a certification that Contractor has not used Federal assistance funds for Lobbying and (ii) if applicable, Contractor’s statement disclosing any Lobbying that it has undertaken with funds other than Federal appropriated funds. Contractor shall include the requirements of this paragraph in any third-party agreement with a Contractor or any subrecipient and require such Contractors or subrecipients to extend applicable requirements to all Subcontractors at any tier in connection with the Project. Contractor agrees to maintain a file with all such certifications as part of the records required to be maintained.

**Clean Air and Clean Water.** The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA “List of Violating Facilities;”
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

**Prevailing Wage and Copeland Anti-Kickback Acts.** The Contractor shall comply with the Davis-Bacon Act and the Copeland “Anti-Kickback” Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week.

The Contractor shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States.” The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**Contract Work Hours & Safety Standards Act.** Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq.*, and U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) 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.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

**Bond Requirements (Construction/Facility Improvements/Contracts exceeding Simplified Acquisition Threshold)**

**Bid Security.** Bidders may be required to supply a bid guaranty in the form of a bid bond, or certified treasurer’s or cashier’s check issued by a responsible bank or trust company, made payable to the Authority. The amount of such guaranty shall be equal to 100% of the total bid price. The requirement for a bid bond will be included in the individual procurement action documents.

**Performance Guarantee.** Awardees may be required to supply a Performance Guarantee in the amount of 100% of the Contract value to ensure faithful performance of the Contract. The requirement for a Performance Guarantee will be included in the individual procurement action documents.

Either a Performance Bond or an Irrevocable Stand-By Letter of Credit may be provided by the Contractor and will remain in full force for the term of the Agreement. The successful Bidder shall certify that it will provide the requisite Performance Guarantee to The Authority within ten (10) business days from Contract execution.

The Authority requires all Performance Bonds to be provided by a fully qualified surety company acceptable to The Authority and listed as a company currently authorized under 31 C.F.R. part 22 as possessing a Certificate of Authority as described hereunder. The Authority may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The Authority may secure additional protection by directing the Contractor to increase the amount of the existing bond or to obtain an additional bond.

If the Awardee chooses to provide a Letter of Credit as its Performance Guarantee, the Bidder shall furnish with its bid, certification that an Irrevocable Stand-By Letter of Credit will be furnished should the Bidder become the successful Contractor. The Bidder shall also provide a statement from the banking institution certifying that an Irrevocable Stand-By Letter of Credit for the action will be provided if the Contract is awarded to the Bidder. The Irrevocable Stand-By Letter of Credit will only be accepted by The Authority if:

A bank in good standing issues it. The Authority will not accept a Letter of Credit from an entity other than a bank.

It is in writing and signed by the issuing bank.

It conspicuously states that it is an irrevocable, non-transferable, "standby" Letter of Credit.

The Authority is identified as the Beneficiary.

It is in an amount equal to 100% of the Contract value. This amount must be in U.S. dollars.

The effective date of the Letter of Credit is the same as the effective date of the Contract

The expiration date of the Letter of Credit coincides with the term of this Agreement.

It indicates that it is being issued in order to support the obligation of the Contractor to perform under the Contract. It must specifically reference the Contract between The Authority and the Contractor the work stipulated herein.

The issuing bank's obligation to pay will arise upon the presentation of the original Letter of Credit and a certificate and draft to the issuing bank's representative at a location and time to be determined by the parties. This documentation will indicate that the Contractor is in default under the Contract.

Payment Bonds. The Awardee may be required to supply a Labor and Materials Payment Bond equal to the full value of the contract furnished by the contractor to the Authority as security for payment by the Contractor and subcontractors for labor, materials, and rental of equipment. The requirement for a Payment Bond will be included in the individual procurement action documents.

The bond may be issued by a fully qualified surety company acceptable to (The Authority) and listed as a company currently authorized under 31 C.F.R. part 223 as possessing a Certificate of Authority as described thereunder.

**Seismic Safety.** The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a Subcontractor/Vendor is following the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.



**Veteran's Preference/Employment.** The Contractor shall give hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This shall not be understood, construed or enforced in any manner that would require the Contractor to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

## NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

### CERTIFICATION OF A POTENTIAL PRIME CONTRACTOR (DIRECT THIRD-PARTY CONTRACTOR) REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Contractor \_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this proposal or bid had one or more public transactions (Federal, State or local) terminated for cause or default.
5. The potential Contractor agrees to provide the Authority with immediate written notice if, at any time, it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor or Vendor for the potential Contractor shall provide the same updated notice to the potential Contractor and the potential Contractor shall be solely responsible for collecting, updating and submitting updated information to the Authority.

NOTE: If for any reason the potential Contractor is unable to certify to any of the statements in this certification, the potential Contractor shall attach an explanation to this certification.

THE POTENTIAL CONTRACTOR, \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULLNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION.

\_\_\_\_\_  
(Company Name)

DATE: \_\_\_\_\_

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

Its \_\_\_\_\_

CERTIFICATION REGARDING LOBBYING  
FOR  
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 21, U.S. Code. Any Person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Organization: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title of Authorized Official)

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