



Invitation to Bid 22-22CIP-Crossing Support-003
Support of Railroad Grade Crossing Replacements
August 11, 2021

CONTRACTOR NAME: _____

DESCRIPTION OF PROJECT:

- **Support of Grade Crossing Replacements** conforming to the attached Pan Am Railways specifications.

PROJECT INFORMATION, SCHEDULE REQUIREMENTS, AND OTHER INFORMATION:

- The work required is for the support for replacement of existing grade crossing track panels at up to four locations in Maine and up to two locations New Hampshire. All grade crossings consist of a single-track panel of varying length which will be replaced. The locations and lengths of all grade crossings are shown in the Bid Form. The work at each location will generally consist of the following:
 - Mobilizing equipment, materials and personnel to the project sites.
 - Developing and implementing a Traffic Control Plan at each site.
 - Removing existing pavement, ballast and track panel.
 - Supplying and placing geotextile.
 - Supplying and placing prepared stone ballast.
 - Placing new preconstructed track panel.
 - Supplying and placing hot bituminous pavement.
 - Cleaning up the project site and demobilizing equipment, unused materials and personnel from the project site.
- At each location other than Blackmore Road, the work will typically occur over two days. The first day will generally consist of implementing the approved Traffic Control Plan, saw cutting and removal the existing pavement for disposal offsite, removal of the old track panel and fouled ballast to subgrade, installation of the new geotextile as subbase separation, and placement of new ballast and track panel. The second day will generally consist of final surfacing of the new track panel and installation of rubber railseal (by Pan Am Railways), placement of the hot bituminous pavement and site cleanup. Train traffic will be suspended during the first day to complete the track panel replacement work but will need to be operational during the overnight and during the second day of work. The actual schedule of work will be determined in coordination with NNEPRA and Pan Am Railways.
- At the Blackmore Road grade crossing, all work shall be completed in one day since there is no available offsite detour route. See the Pan Am Railways Specification for additional requirements for the traffic control at the Blackmore Road grade crossing.
- Pan Am Railways and NNEPRA plan to complete a minimum of 3 grade crossings in 2021 and the remaining listed grade crossings in paving season 2022. The scheduling of grade crossings is anticipated to begin the week of September 13, 2021 and continue until the end of the approved paving season in late October or November 2021. This schedule is subject to change

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and the contractor shall coordinate with NNEPRA to confirm the schedule. For each crossing, a final schedule will be provided to the contractor no later than 5 calendar days prior to the start of work at that crossing location.

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, August 25, 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 approximately 3:30pm on August 27, 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 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 (3 total)** in a single sealed envelope. The envelope shall be clearly marked **“Bid for Support of Grade Crossing Replacements, Bid # 22-22CIP-Crossing Support-003”**.
- Bids for this procurement may submitted via email to 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 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 NH20210013 for Rockingham County, NH, ME20210049 for York County, ME, and ME20210046 for Cumberland County, ME).
- 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 five 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.

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- 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 August 17, 2021 at 5:00 p.m. local time to be considered.
- NNEPRA will issue an addendum, if needed, by Thursday August 19, 2021 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
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104
Portland, Maine 04101
william@nnepra.com
Phone calls will not be accepted.

BID FORM

CONTRACTOR NAME: _____

PROJECT IDENTIFICATION:

Support of Grade Crossing Replacements conforming to this Invitation to Bid 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:

Support of Grade Crossing Replacements conforming to this Invitation to Bid the attached Pan Am Railways specifications. Contractors shall provide bid prices for all locations.

<u>Cooks Crossing (#1 Track) (80 LF Panel) – Scarborough, ME</u>	<u>Approximate Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization/Demobilization	1 Lump Sum	/LS	
Develop and Implement Traffic Control Plan	1 Lump Sum	/LS	
Remove Existing Pavement, Ballast and Tracks	70 Square Yards	/SY	
Supply and Place Geotextile	110 Square Yards	/SY	
Supply and Place Prepared Stone Ballast	120 Tons	/Ton	
Place New Preconstructed Track Panels	1 Lump Sum	/LS	
Supply and Place Hot Mix Asphalt Pavement	25 Tons	/Ton	
Total Bid Price – Cooks Crossing (#1 Track)			

<u>Old Orchard Street (160 LF Panel) – Old Orchard Beach, ME</u>	<u>Approximate Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization/Demobilization	1 Lump Sum	/LS	
Develop and Implement Traffic Control Plan	1 Lump Sum	/LS	
Remove Existing Pavement, Ballast and Track	195 Square Yards	/SY	
Supply and Place Geotextile	215 Square Yards	/SY	
Supply and Place Prepared Stone Ballast	240 Tons	/Ton	

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Place New Preconstructed Track Panel	1 Lump Sum	/LS	
Supply and Place Hot Mix Asphalt Pavement	65 Tons	/Ton	
Total Bid Price – Old Orchard Street			

<u>Blackmore Road (80 LF Panel) – Berwick, ME</u>	<u>Approximate Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization/Demobilization	1 Lump Sum	/LS	
Develop and Implement Traffic Control Plan	1 Lump Sum	/LS	
Remove Existing Pavement, Ballast and Track	60 Square Yards	/SY	
Supply and Place Geotextile	110 Square Yards	/SY	
Supply and Place Prepared Stone Ballast	180 Tons	/Ton	
Place New Preconstructed Track Panel	1 Lump Sum	/LS	
Supply and Place Hot Mix Asphalt Pavement	20 Tons	/Ton	
Total Bid Price – Blackmore Road			

<u>Route 236 (80 LF Panel) – Berwick, ME</u>	<u>Approximate Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization/Demobilization	1 Lump Sum	/LS	
Develop and Implement Traffic Control Plan	1 Lump Sum	/LS	
Remove Existing Pavement, Ballast and Track	100 Square Yards	/SY	
Supply and Place Geotextile	110 Square Yards	/SY	
Supply and Place Prepared Stone Ballast	120 Tons	/Ton	

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Place New Preconstructed Track Panel	1 Lump Sum	/LS	
Supply and Place Hot Mix Asphalt Pavement	35 Tons	/Ton	
Total Bid Price – Route 236			

<u>Salem Street (80 LF Panel) – Exeter, NH</u>	<u>Approximate Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization/Demobilization	1 Lump Sum	/LS	
Develop and Implement Traffic Control Plan	1 Lump Sum	/LS	
Remove Existing Pavement, Ballast and Track	60 Square Yards	/SY	
Supply and Place Geotextile	110 Square Yards	/SY	
Supply and Place Prepared Stone Ballast	120 Tons	/Ton	
Place New Preconstructed Track Panel	1 Lump Sum	/LS	
Supply and Place Hot Bituminous Pavement	20 Tons	/Ton	
Total Bid Price – Salem Street			

<u>Powder Mill Road (80 LF Panel) – East Kingston, NH</u>	<u>Approximate Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization/Demobilization	1 Lump Sum	/LS	
Develop and Implement Traffic Control Plan	1 Lump Sum	/LS	
Remove Existing Pavement, Ballast and Track	120 Square Yards	/SY	
Supply and Place Geotextile	110 Square Yards	/SY	
Supply and Place Prepared Stone Ballast	120 Tons	/Ton	

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Place New Preconstructed Track Panel	1 Lump Sum	_____ /LS	_____
Supply and Place Hot Bituminous Pavement	40 Tons	_____ /Ton	_____
Total Bid Price – Powder Mill Road			_____

Total Bid Price (All Locations) _____

All contractors shall respond to the question below.

As noted in the Invitation to Bid, NNEPRA and Pan Am Railways plan to complete a minimum of 3 grade crossings in 2021 and the remaining listed grade crossings in 2022. NNEPRA and Pan Am Railways plan to complete crossings not completed in 2021 next year prior to July 31, 2022. At the contractor's option, you may elect to hold your bid prices to complete the remaining crossings in 2022 as specified or opt out of the contract at the end of 2021. Please indicate below if you are willing to complete any remaining crossings in 2022 at the bid unit prices. Note that this response will not be a determining factor in awarding this Project.

_____ **Yes** _____ **No**

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: _____

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(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 #: _____

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

Specification 1 – Specifications for Grade Crossing Rehabilitations

This specification applies to the following crossing locations:

Cooks Crossing (#1 Track) – Scarborough, ME

Old Orchard Street – Old Orchard Beach, ME

Blackmore Road – Berwick, ME

Route 236 – Berwick, ME



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General Information

1. The work of this Contract generally includes the following:
 - a. Mobilizing equipment, materials and personnel to the project sites.
 - b. Developing and implementing a Traffic Control Plan at each site.
 - c. Removing existing pavement, ballast and track panel.
 - d. Supplying and placing geotextile.
 - e. Supplying and placing prepared stone ballast.
 - f. Placing new preconstructed track panel.
 - g. Supplying and placing hot mix asphalt pavement.
 - h. Cleaning up the project site and demobilizing equipment, unused materials and personnel from the project site

All work shall be done in accordance with these specifications. A Pan Am Railways representative will be on site for the duration of construction.

2. All materials shall be new, domestically produced and shall meet the project's Buy America Requirements.
3. This is a federally funded project and Davis-Bacon wage rates are required.
4. All construction shall conform to the 2020 Maine Department of Transportation (MaineDOT) Standard Specifications, as updated through the date the Invitation to Bid was issued.
5. The Contractor shall coordinate all access to the project area, including equipment access along the tracks, with Pan Am Railways.
6. The following work will be completed by Pan Am Railways or others at no cost to the Contractor:
 - a. All required railroad flagger protection.
 - b. Construction of the new rail panel at each grade crossing location.
 - c. Final grading, tamping and regulating of the ballast stone at each grade crossing location. (As noted below, the Contractor shall place, compact and grade the ballast as directed prior to placing the base course of pavement. The compaction shall be performed only in the areas beyond the ends of the railroad cross ties. The Contractor shall not compact ballast above and between the railroad cross ties.)
 - d. Final installation and alignment of the rail panel at each grade crossing location.



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The Contractor shall coordinate with Pan Am Railways and NNEPRA as necessary to schedule all work at each grade crossing.

Develop and Implement Traffic Control Plan

1. At a minimum, the traffic control plan shall include a schematic map showing the Contractor's plan for controlling traffic through the work area and detour and shall be in conformance with the latest edition of the MUTCD and other applicable standards. The plan shall also include the layout of signing, barricades, and other warning devices, as applicable. The traffic control plan shall be approved by State and Local officials as necessary.
2. The traffic control shall also include a minimum of two flaggers on site for the duration of the road closures. One flagger shall be placed at each side of the closure. All flaggers shall be in accordance with MaineDOT Item 652.38, Flaggers.
3. In addition to the development and implementation of the traffic control plan during construction, the Contractor shall place two portable-changeable message signs at each location a minimum of one week prior to the road closure at that site to alert motorists of the upcoming road closure. The location of the portable-changeable message signs shall be as directed by State or Local officials. The message on the signs shall indicate the date and location of the anticipated closure. The portable-changeable message signs shall be in accordance with MaineDOT Item 652.41, Portable-Changeable Message Sign.
4. The Contractor shall provide all traffic control devices, as detailed in the traffic control plan, flaggers, and portable-changeable message signs. All traffic control devices shall conform to the applicable sections of the 2020 MaineDOT Standard Specifications. All costs for the preparation and implementation of the traffic control plan including all required labor, equipment, materials, professional services, and incidentals, shall be included in the contract unit price for Develop and Implement Traffic Control Plan at each location.
5. At the Blackmore Road crossing, there is no available off-site detour route since Blackmore Road is a dead end road north of the grade crossing. Since there is no available off-site detour route, the Contractor shall construct a temporary crossing immediately adjacent to the existing crossing. The temporary crossing shall be generally constructed as noted below and as directed by Pan Am Railways:
 - a. The temporary crossing shall be constructed of ballast meeting the requirements of "Supply and Place Prepared Stone Ballast" below. Approximately 60 tons of ballast is anticipated to be required to construct the temporary crossing.
 - b. The temporary crossing shall be a minimum of 15 feet wide to allow for alternating one-way traffic.



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- c. The Contractor shall provide flaggers for the alternating one-way traffic, as noted above.
- d. Pan Am Railways will remove/regulate the ballast for the temporary crossing at no cost to the Contractor once the work is complete.

All costs for supplying and placing the prepared stone ballast for the temporary crossing, as directed by Pan Am Railways, shall be paid at the contract unit price for Supply and Place Prepared Stone Ballast. All other costs for developing and implementing the traffic control plan shall be included in Develop and Implement Traffic Control Plan, as noted above.

Remove Existing Pavement, Ballast and Track

1. The Contractor shall saw-cut and remove all pavement within the area designated by Pan Am Railways and NNEPRA's on-site representative. Additionally, the Contractor shall remove the existing ballast, rails and cross ties within the crossing, as directed by Pan Am Railways. The approximate area to be removed at each grade crossing is noted in the Invitation to Bid. Payment will be made for the actual quantity removed at the contract unit cost.
2. The Contractor shall haul all removed pavement from the work areas and shall properly dispose of the removed pavement. The Contractor shall stockpile all removed ballast, rails and cross ties in a designated area adjacent to each crossing. The Contractor will not be responsible for the disposal of the removed ballast, rails and cross ties.
3. Any broken or raveled edges of the existing pavement shall be cut by the Contractor to produce a neat, even, vertical joint. The Contractor shall apply a coating of tack coat immediately before paving to the vertical face of all joints. All required labor, equipment, materials, professional services, and incidentals required for the preparation for paving, including but not limited to, compacting and fine grading the ballast subbase, cleaning surfaces to be paved of objectionable material, sawcutting and removing existing pavement, removing ballast, rails and cross ties, and applying tack coat to joints shall be included in the contract unit price for Remove Existing Pavement, Ballast and Track at each location.

Supply and Place Geotextile

1. The Contractor shall supply and place geotextile immediately beneath the prepared stone ballast.
2. The geotextile shall conform to AREMA specifications for Geotextile for Railroad Track Separation/Stabilization Applications in Chapter 1, Section 10.1 of the latest edition of the AREMA Manual for Railway Engineering.



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3. The fabric weight shall be a minimum of 16 ounces per square yard.
4. All geotextile shall be 12' wide. The geotextile shall be 80' long at all crossings other than Old Orchard Street. The geotextile shall be 160' long at the Old Orchard Street.
5. All required labor, equipment, materials, professional services, and incidentals required to supply and place geotextile at each location shall be included in the contract unit price for Supply and Place Geotextile.

Supply and Place Prepared Stone Ballast

1. The Contractor shall supply and place prepared stone ballast at each grade crossing. The ballast shall meet the requirements of the attached Special Provision Section 648 - Ballast specification. Prepared stone ballast per panel shall be delivered to each grade crossing location. The prepared stone ballast will be dumped at each grade crossing and the Contractor shall place the ballast, as directed by Pan Am Railways. The approximate quantity of ballast at each crossing is noted in the Invitation to Bid.
2. The Contractor will not be required to complete final grading, tamping and regulating of the supplied stone ballast. Pan Am Railways will complete final grading, tamping and regulating of the supplied stone ballast.
3. The Contractor shall compact and fine grade the ballast and gravel subbases as directed prior to placing the base course of pavement. The compaction shall be performed only in the areas beyond the ends of the railroad cross ties. The Contractor shall not compact ballast above and between the railroad cross ties.
4. All required labor, equipment, materials, professional services, and incidentals required to prepare the ballast subbase, and supply and place the prepared stone ballast shall be included in the contract unit price for Supply and Place Prepared Stone Ballast. The approximate amount of ballast to be supplied and placed at each grade crossing is noted in the Invitation to Bid. Payment will be made for the actual quantity supplied and placed at the contract unit cost. The actual quantity supplied placed will be determined based on the certified weigh slips supplied by the ballast supplier.

Place New Preconstructed Track Panel

1. The Contractor shall place the new preconstructed track panel, as directed by Pan Am Railways. The preconstructed panel will be assembled adjacent to the grade crossing by Pan Am Railways prior to the beginning of the grade crossing rehabilitation. The Contractor will be responsible for dragging the panel into place using an excavator, front loader or similar equipment.



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2. All required labor, equipment, materials, professional services, and incidentals required to place new preconstructed track panel at each location shall be included in the contract unit price for Place New Preconstructed Track Panel.

Supply and Place Hot Mix Asphalt Pavement

1. Materials, batching, mixing and placement of hot mix asphalt pavement shall conform to the requirements of Section 403 – Hot Mix Asphalt Pavement in the 2020 MaineDOT Standard Specifications, as updated through the date the Invitation to Bid was issued.
2. Development of a project-specific mix design is not required for this project. Prior to the first paving operations, the pavement supplier shall submit for review a mix design for the base course and for the surface course that has been previously approved (within the past 18 months) by MaineDOT, for use on a MaineDOT project. The pavement supplier shall also submit a certification letter stating the following:
 - The pavement mix designs were previously approved by MaineDOT for use on: list specific project(s) and date(s).
 - The pavement mix designs conform to the applicable requirements of Sections 401 and 403 in the MaineDOT Standard Specifications.
 - The aggregate and bitumen sources have not changed since the original pavement mix designs were approved.
3. The base course shall be a 4" layer of Hot Mix Asphalt, 19.0 mm Nominal Maximum Size and the surface course shall be a 2" layer of Hot Mix Asphalt, 12.5 mm Nominal Maximum Size.
4. All required labor, equipment, materials, professional services, and incidentals required to supply and place the hot mix asphalt pavement shall be included in the contract unit price for Supply and Place Hot Mix Asphalt Pavement. The approximate amount of hot mix asphalt pavement to be supplied at each grade crossing is noted in the Invitation to Bid. Payment will be made for the actual quantity supplied and placed at the contract unit cost. The actual quantity supplied and placed will be determined based on the certified weigh slips supplied by the pavement suppliers.

Mobilization/Demobilization

1. At the beginning the project, the Contractor shall mobilize to the sites in accordance with the requirements of MaineDOT Standard Specification Item 659.10 – Mobilization.
2. At the conclusion of the project, the Contractor shall demobilize all equipment, unused material and personnel from each job site. Additionally, the Contractor shall restore each site to the existing conditions, as directed by Pan Am Railways.



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3. All required work for mobilizing and demobilizing to all project sites, including but not limited to, all labor, equipment, materials, professional services, and incidentals for the work shall be included in the bid lump sum unit cost for Mobilization/Demobilization.



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Specification 2 – Specifications for Grade Crossing Rehabilitations

This specification applies to the following crossing locations:

Salem Street – Exeter, NH

Powder Mill Road – Exeter, NH



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General Information

1. The work of this Contract generally includes the following:
 - a. Mobilizing equipment, materials and personnel to the project sites.
 - b. Developing and implementing a Traffic Control Plan at each site.
 - c. Removing existing pavement, ballast and track panel.
 - d. Supplying and placing geotextile.
 - e. Supplying and placing prepared stone ballast.
 - f. Placing new preconstructed track panel.
 - g. Supplying and placing hot bituminous pavement.
 - h. Cleaning up the project site and demobilizing equipment, unused materials and personnel from the project site

All work shall be done in accordance with these specifications. A Pan Am Railways representative will be on site for the duration of construction.

2. All materials shall be new, domestically produced and shall meet the project's Buy America Requirements.
3. This is a federally funded project and Davis-Bacon wage rates are required.
4. All construction shall conform to the 2016 edition of the State of New Hampshire Department of Transportation (NHDOT) Standard Specifications for Road and Bridge Construction, as updated through the date the Invitation to Bid was issued.
5. The Contractor shall coordinate all access to the project area, including equipment access along the tracks, with Pan Am Railways.
6. The following work will be completed by Pan Am Railways or others at no cost to the Contractor:
 - a. All required railroad flagger protection.
 - b. Preassembly of the new rail panel at each grade crossing location.
 - c. Final grading, tamping and regulating of the ballast stone at each grade crossing location. (As noted below, the Contractor shall place, compact and grade the ballast as directed prior to placing the base course of pavement. The compaction shall be performed only in the areas beyond the ends of the railroad cross ties. The Contractor shall not compact ballast above and between the railroad cross ties.)



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- d. Final installation and alignment of the rail panel at each grade crossing location.

The Contractor shall coordinate with Pan Am Railways and NNEPRA as necessary to schedule all work at each grade crossing.

Develop and Implement Traffic Control Plan

1. At a minimum, the traffic control plan shall include a schematic map showing the Contractor's plan for controlling traffic through the work area and detour and shall be in conformance with the latest edition of the MUTCD and other applicable standards. The plan shall also include the layout of signing, barricades, and other warning devices, as applicable. The traffic control plan shall be approved by State and Local officials as necessary.
2. The traffic control shall also include a minimum of two flaggers on site for the duration of the road closures. One flagger shall be placed at each side of the closure. All flaggers shall be in accordance with NHDOT Item 618.7, Flaggers.
3. In addition to the development and implementation of the traffic control plan during construction, the Contractor shall place two portable-changeable message signs at each location a minimum of one week prior to the road closure at that site to alert motorists of the upcoming road closure. The location of the portable-changeable message signs shall be as directed by State or Local officials. The message on the signs shall indicate the date and location of the anticipated closure. The portable-changeable message signs shall be in accordance with NHDOT Item 619.25, Portable Changeable Message Sign.
4. The Contractor shall provide all traffic control devices, as detailed in the traffic control plan, flaggers, and portable-changeable message signs. All traffic control devices shall conform to the applicable sections of the 2016 NHDOT Standard Specifications. All costs for the preparation and implementation of the traffic control plan including all required labor, equipment, materials, professional services, and incidentals, shall be included in the contract unit price for Develop and Implement Traffic Control Plan at each location.

Remove Existing Pavement, Ballast and Track

1. The Contractor shall saw-cut and remove all pavement within the area designated by Pan Am Railways and NNEPRA's on-site representative. Additionally, the Contractor shall remove the existing ballast, rails and cross ties within the crossing, as directed by Pan Am Railways. The approximate area to be removed at each grade crossing is noted in the Invitation to Bid. Payment will be made for the actual quantity removed at the contract unit cost.



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2. The Contractor shall haul all removed pavement from the work areas and shall properly dispose of the removed pavement. The Contractor shall stockpile all removed ballast, rails and cross ties in a designated area adjacent to each crossing. The Contractor will not be responsible for the disposal of the removed ballast, rails and cross ties.
3. Any broken or raveled edges of the existing pavement shall be cut by the Contractor to produce a neat, even, vertical joint. The Contractor shall apply a coating of tack coat immediately before paving to the vertical face of all joints. All required labor, equipment, materials, professional services, and incidentals required for the preparation for paving, including but not limited to, compacting and fine grading the ballast subbase, cleaning surfaces to be paved of objectionable material, sawcutting and removing existing pavement, removing ballast, rails and cross ties, and applying tack coat to joints shall be included in the contract unit price for Remove Existing Pavement, Ballast and Track at each location.

Supply and Place Geotextile

1. The Contractor shall supply and place geotextile immediately beneath the prepared stone ballast.
2. The geotextile shall conform to AREMA specifications for Geotextile for Railroad Track Separation/Stabilization Applications in Chapter 1, Section 10.1 of the latest edition of the AREMA Manual for Railway Engineering.
3. The fabric weight shall be a minimum of 16 ounces per square yard.
4. All geotextile shall be 12' wide. The geotextile shall be 80' long at all New Hampshire crossings.
5. All required labor, equipment, materials, professional services, and incidentals required to supply and place geotextile at each location shall be included in the contract unit price for Supply and Place Geotextile.

Supply and Place Prepared Stone Ballast

1. The Contractor shall supply and place prepared stone ballast at each grade crossing. The ballast shall meet the requirements of the attached Special Provision Section 648 - Ballast specification. Prepared stone ballast per panel shall be delivered to each grade crossing location. The prepared stone ballast will be dumped at each grade crossing and the Contractor shall place the ballast, as directed by Pan Am Railways. The approximate quantity of ballast at each crossing is noted in the Invitation to Bid.
2. The Contractor will not be required to complete final grading, tamping and regulating of the supplied stone ballast. Pan Am Railways will complete final grading, tamping and regulating of the supplied stone ballast.



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

3. The Contractor shall compact and fine grade the ballast and gravel subbases as directed prior to placing the base course of pavement. The compaction shall be performed only in the areas beyond the ends of the railroad cross ties. The Contractor shall not compact ballast above and between the railroad cross ties.
4. All required labor, equipment, materials, professional services, and incidentals required to prepare the ballast subbase, and supply and place the prepared stone ballast shall be included in the contract unit price for Supply and Place Prepared Stone Ballast. The approximate amount of ballast to be supplied and placed at each grade crossing is noted in the Invitation to Bid. Payment will be made for the actual quantity supplied and placed at the contract unit cost. The actual quantity supplied placed will be determined based on the certified weigh slips supplied by the ballast supplier.

Place New Preconstructed Track Panel(s)

1. The Contractor shall place the new preconstructed track panel(s), as directed by Pan Am Railways. The preconstructed panel(s) will be assembled adjacent to the grade crossing by Pan Am Railways prior to the beginning of the grade crossing rehabilitation. The Contractor will be responsible for dragging the panel(s) into place using an excavator, front loader or similar equipment. The length of the panel at each location is noted in the Invitation to Bid.
2. All required labor, equipment, materials, professional services, and incidentals required to place new preconstructed track panel at each location shall be included in the contract unit price for Place New Preconstructed Track Panel(s).

Supply and Place Hot Bituminous Pavement

1. Materials, batching, mixing and placement of hot mix asphalt pavement shall conform to the requirements of Section 403 – Hot Bituminous Pavement in the 2016 NHDOT Standard Specifications, as updated through the date the Invitation to Bid was issued.
2. Development of a project-specific mix design is not required for this project. Prior to the first paving operations, the pavement supplier shall submit for review a mix design for the base course and for the wearing course that has been previously approved (within the past 20 months) by NHDOT, for use on a NHDOT project. The pavement supplier shall also submit a certification letter stating the following:
 - The pavement mix designs were previously approved by NHDOT for use on: list specific project(s) and date(s).
 - The pavement mix designs conform to the applicable requirements of Section 403 in the NHDOT Standard Specifications.



PAN AM RAILWAYS

1700 IRON HORSE PARK
NO. BILLERICA, MA 01862

- The aggregate and bitumen sources have not changed since the original pavement mix designs were approved.
- 3. The binder course shall be a 4" layer of Hot Bituminous Pavement 3/4" Binder Mix and the wearing course shall be a 2" layer of Hot Bituminous Pavement 3/8" Wearing Mix.
- 4. All required labor, equipment, materials, professional services, and incidentals required to supply and place the hot bituminous pavement shall be included in the contract unit price for Supply and Place Hot Bituminous Pavement. The approximate amount of hot bituminous pavement to be supplied at each grade crossing is noted in the Invitation to Bid. Payment will be made for the actual quantity supplied and placed at the contract unit cost. The actual quantity supplied and placed will be determined based on the certified weigh slips supplied by the pavement suppliers.

Mobilization/Demobilization

1. At the beginning the project, the Contractor shall mobilize to the sites in accordance with the requirements of NHDOT Standard Specification Item 692. – Mobilization.
2. At the conclusion of the project, the Contractor shall demobilize all equipment, unused material and personnel from each job site. Additionally, the Contractor shall restore each site to the existing conditions, as directed by Pan Am Railways.
3. All required work for mobilizing and demobilizing to all project sites, including but not limited to, all labor, equipment, materials, professional services, and incidentals for the work shall be included in the bid lump sum unit cost for Mobilization/Demobilization.

SPECIAL PROVISION
SECTION 648
BALLAST

648.1 Description This work shall consist of supplying and placing stone ballast as shown on the plans and as directed by Pan Am Railways

The work under this item shall conform to the applicable sections of the State of Maine Department of Transportation Standard Specifications and Standard Details (Revision of 2020), and the American Railway Engineering Maintenance-of-Way Association (AREMA) Manual for Railway Engineering, current edition and the following:

648.2 Materials The following materials will be furnished as described below.

Ballast shall be crushed, quarried, washed stone and conform to size No. 4A and as specified in AREMA Chapter 1, Section 2. The ballast shall have an average minimum scratch hardness of 5.5 on the Mohs hardness scale.

The material retained on the $\frac{3}{8}$ inch sieve shall contain not more than 5 percent, by weight of flat and elongated particles when performed in accordance with test method ASTM D 4791, Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate, using a dimensional ratio of 1:5.

The material shall have an absorption no greater than 1.5 percent by weight and a bulk specific gravity of less than 2.60 as determined in accordance with AASHTO T 85 modified for weight of sample.

The material shall not exceed 30 percent loss on ASTM C535 Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.

The material shall meet the grading requirements of the following table:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves	
	Type 4	Type 4A
2 ½ inch		100
2 inch	100	90-100
1 ½ inch	90-100	60-90
1 inch	20-55	10-35
¾ inch	0-15	0-10
3/8 inch	0-5	0-3
No. 200	1.0 max.	1.0 max.

648.3 Construction Requirements

- a. Shipping: Wash ballast prior to loading. Load ballast only into trucks which are in good order, tight enough to prevent leakage and waste of material, and clean and free from rubbish or any substances which would foul the ballast.
- b. Handling: Handle prepared ballast at production plant, during shipment, and at work site in a manner that will provide a uniform product and will prevent contamination or segregation. Do not make repeated passes of equipment over the same level in stock pile area.
- c. Placing: Ballast shall be placed as shown in the plans and as directed by Pan Am Railways.

648.4 Testing.

The quality of stone for ballast, including its hardness, resistance to abrasion and weight per cubic foot, shall be determined prior to its acceptance at a testing laboratory approved by Pan Am Railways. Each stratum or portion of a quarry containing a variation in the quality of stone shall be tested separately and not averaged. Quality tests and gradation tests shall subsequently be made when ballast is made from any new quarry or new strata opened up, as deemed necessary by Pan Am Railways, to control the quality and size of ballast furnished by the producer. Certified copies of the results of the quality tests and gradation tests shall be supplied to Pan Am Railways and NNEPRA prior to the placement of any ballast.

Sufficient visual observation, determinations of deleterious substances and analyses of gradation shall be made by the producer prior to shipment to assure compliance with these specifications.

Methods of Testing:

- a. Samples shall be secured in accordance with the current ASTM Methods of Sampling, designation D 75-59.
- b. Sieve analysis shall be made in accordance with current ASTM Method of Test, designation C 136-63.
- c. Material finer than the No. 200 sieve shall be determined in accordance

with the current ASTM Method of Test, designation C 117-62T.

- d. The percentage of soft particles shall be determined in accordance with the current ASTM Method of Test, designation C 235-62T.
- e. The percentage of clay lumps shall be determined in accordance with the current ASTM Method of Test, designation C 142-64T.
- f. The resistance to abrasion shall be determined in accordance with the current ASTM Method of Test, designation C 535-65 for the size of the ballast specified.
- g. Soundness test shall be made in accordance with the current ASTM Method of Test, designation C 88-63.
- h. The weight per cubic foot shall be determined in accordance with the current ASTM Method of Test, designation C 29-60.

"General Decision Number: ME20210046 01/01/2021

Superseded General Decision Number: ME20200046

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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.

Modification Number	Publication Date
0	01/01/2021

SUME2014-041 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.95	3.23
CEMENT MASON/CONCRETE FINISHER...	\$ 19.27	1.13
ELECTRICIAN.....	\$ 26.40	6.66
HIGHWAY/PARKING LOT STRIPING:		
Laborer.....	\$ 15.53	2.04
INSTALLER - GUARDRAIL.....	\$ 19.98	2.55
IRONWORKER, REINFORCING.....	\$ 21.85	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.33	4.50
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 17.44	2.07
LABORER: Common or General.....	\$ 15.29	2.08
LABORER: Epoxy Injector (Concrete).....	\$ 13.43	1.15
LABORER: Wheelman.....	\$ 20.34	3.43
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 21.07	4.39
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 21.97	1.74
OPERATOR: Broom/Sweeper.....	\$ 19.02	0.00
OPERATOR: Bulldozer.....	\$ 21.71	5.67
OPERATOR: Grader/Blade.....	\$ 27.40	8.13
OPERATOR: Loader.....	\$ 19.95	2.86
OPERATOR: Mechanic.....	\$ 24.69	8.18
OPERATOR: Milling Machine.....	\$ 28.51	5.44
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 19.98	4.95
OPERATOR: Roller (Earth).....	\$ 18.57	2.50

OPERATOR: Roller Asphalt.....\$ 19.30	4.09
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TRAFFIC CONTROL: Flagger.....\$ 9.00	0.00
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TRAFFIC CONTROL:

Laborer-Cones/

Barricades/Barrels -

Setter/Mover/Sweeper.....\$ 17.02	5.37
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TRUCK DRIVER: Dump Truck.....\$ 16.71	2.80
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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.

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)).

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.

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

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"General Decision Number: ME20210049 01/01/2021

Superseded General Decision Number: ME20200049

State: Maine

Construction Type: Highway

County: York County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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.

Modification Number	Publication Date
0	01/01/2021

SUME2014-044 06/23/2017

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 18.66	3.46
CEMENT MASON/CONCRETE FINISHER...	\$ 19.83	1.16
ELECTRICIAN.....	\$ 25.21	5.63
HIGHWAY/PARKING LOT STRIPING:		
Laborer.....	\$ 16.27	2.19
INSTALLER - GUARDRAIL.....	\$ 19.98	2.55
IRONWORKER, REINFORCING.....	\$ 21.85	0.00
IRONWORKER, STRUCTURAL.....	\$ 22.78	4.40
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 17.53	2.13
LABORER: Common or General.....	\$ 15.11	2.46
LABORER: Epoxy Injector (Concrete).....	\$ 13.43	1.15
LABORER: Wheelman.....	\$ 20.97	5.13
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 20.58	3.81
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 23.66	0.97
OPERATOR: Broom/Sweeper.....	\$ 19.49	0.00
OPERATOR: Bulldozer.....	\$ 21.71	5.67
OPERATOR: Grader/Blade.....	\$ 27.40	8.13
OPERATOR: Loader.....	\$ 18.91	3.27
OPERATOR: Mechanic.....	\$ 24.71	7.83
OPERATOR: Milling Machine.....	\$ 27.44	6.37
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 20.17	4.83
OPERATOR: Roller (Earth).....	\$ 16.52	1.66

OPERATOR: Roller Asphalt.....	\$ 19.64	6.09
TRAFFIC CONTROL: Flagger.....	\$ 10.33	0.00
TRAFFIC CONTROL:		
Laborer-Cones/		
Barricades/Barrels -		
Setter/Mover/Sweeper.....	\$ 17.84	5.91
TRUCK DRIVER: Dump Truck.....	\$ 19.99	4.00

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.

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)).

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.

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: NH20210013 01/01/2021

Superseded General Decision Number: NH20200013

State: New Hampshire

Construction Type: Highway

County: Rockingham County in New Hampshire.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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.

Modification Number

Publication Date

0

01/01/2021

* SUNH2011-029 08/15/2011

	Rates	Fringes
CARPENTER (Excluding Form Work).....	\$ 23.13	2.51
CARPENTER (Form Work Only).....	\$ 20.57	1.06
ELECTRICIAN.....	\$ 23.22	2.78
INSTALLER - GUARDRAIL.....	\$ 22.29	11.84
IRONWORKER, REINFORCING.....	\$ 18.00	0.00
IRONWORKER, STRUCTURAL.....	\$ 34.45	17.20
LABORER: Blaster Rock.....	\$ 28.38	9.46
LABORER: Common or General.....	\$ 16.99	2.60
LABORER: Flagger.....	\$ 10.42	1.37
LABORER: Highway/Parking Lot Striping.....	\$ 16.77	0.00
LABORER: Landscape.....	\$ 14.65	0.00
LABORER: Pipelayer.....	\$ 18.29	4.33
OPERATOR: Auger.....	\$ 26.07	0.00
OPERATOR: Backhoe.....	\$ 27.72	4.17
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.25	0.00
OPERATOR: Bucket.....	\$ 30.00	0.00
OPERATOR: Bulldozer.....	\$ 24.59	6.11
OPERATOR: Crane.....	\$ 23.95	3.29
OPERATOR: Drill Rig Caissons.....	\$ 36.86	19.78
OPERATOR: Excavator.....	\$ 24.72	5.58
OPERATOR: Grader/Blade.....	\$ 25.16	6.97

OPERATOR: Loader.....	\$ 24.10	5.72
OPERATOR: Mechanic.....	\$ 16.92	3.44
OPERATOR: Oiler.....	\$ 29.54	16.15
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 23.43	0.00
OPERATOR: Roller.....	\$ 22.27	6.57
OPERATOR: Post Driver/Pounder....	\$ 27.24	7.90
TRUCK DRIVER, Includes all axles including Dump Trucks (Excludes Low Bed Trucks).....	\$ 17.59	2.99
TRUCK DRIVER: Low Bed Truck.....	\$ 21.43	6.30

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.

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)).

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.

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

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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/2021-02/FTA-Master-Agreement-v28-2021-02-09.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.

Recovered Materials. The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

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) _____



Northern New England Passenger Rail Authority
FTA America Certification

**BUY AMERICA CERTIFICATE
FOR COMPLIANCE WITH TITLE 49 USC § 5323(J)(1) (For
Procurement of Steel, Iron, or Manufactured Products)**

The Bidder/Proposer hereby certifies that it will comply with the requirements of Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Executed on: _____, 20____, at _____, _____
(Date) (City) (State)

Printed Name Signature of Authorized Official Title

BUY AMERICA CERTIFICATE FOR NON-COMPLIANCE WITH TITLE 49 USC §. 5323(J)(1)

The Bidder/Proposer hereby certifies that it cannot comply with the requirements of Title 49 USC § 5323(j)(1), but it may qualify for an exception pursuant to Title 49 USC § 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Executed on: _____, 20____, at _____, _____
(Date) (City) (State)

Printed Name Signature of Authorized Official Title