



CONTRACTOR NAME: _____

DESCRIPTION OF PROJECT:

- **Brunswick Layover Facility Access Drive Rehabilitation and Switch Access Road Construction** conforming to the requirements of this Request for Quotes and the attached Specifications.

PROJECT INFORMATION, SCHEDULE REQUIREMENTS, AND OTHER INFORMATION:

- The work of this contract includes Access Drive Rehabilitation and Switch Access Road Construction, as described below and in the attached plans and specifications.
- The Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverages naming the Northern New England Passenger Rail Authority ("NNEPRA") as insured, in forms and with companies and coverage limits satisfactory to NNEPRA:
 - Comprehensive General Liability Insurance protecting against liability from bodily injury or property damage arising out of the Project.
 - Workers Compensation and Occupational Disease Insurance, as required by law.
 - Automobile Liability Insurance covering all motor vehicles used about or in connection with the Project.
- *All work for this contract shall be completed no later than December 15, 2023.*

Access Drive Rehabilitation and Switch Access Road Construction

- The Access Drive Rehabilitation and Switch Access Road Construction shall be completed in accordance with the attached **NNEPRA Specifications for Access Drive Rehabilitation & Switch Access Road Construction** and the **NNEPRA Brunswick Layover Facility Access Drive Rehabilitation and Switch Access Road Construction Plans**, and other miscellaneous attachments.
- The Access Drive Rehabilitation and Switch Access Road Construction will generally consist of the following work:
 - Mobilizing to the site and demobilizing from the site.
 - Establishing and maintaining temporary soil erosion and water pollution control.
 - Supplying and maintaining traffic control devices for closure of the layover facility access drive for the duration of the access drive construction.
 - Regrading and compacting existing Recycled Asphalt Pavement (RAP) Untreated Aggregate Surface Course in the existing layover facility access drive to remove all rutting and potholes and to restore the roadway crown as shown on the typical sections.
 - Supplying, placing, and compacting RAP Untreated Aggregate Surface Course as required in areas of the layover facility access drive where there is not sufficient

quantity of existing RAP Untreated Aggregate Surface Course material to achieve the desired finish grade.

- Grubbing for the new switch access road as directed by NNEPRA and as shown in the attached plans.
- Supplying, placing, and compacting Aggregate Subbase Coarse Gravel (ASCG), Type D for construction of the switch access road on prepared surface as shown in the attached plans.
- Altering CB 22, an existing four (4) foot diameter catch basin, by removing its existing top and modifying the remaining portions of the catch basin as necessary to install a Type "B" frame and cascade grate.
- Completing miscellaneous work, as directed in writing by NNEPRA. This miscellaneous work may include regrading of slopes outside the limits of the existing layover facility 24' wide gravel access drive if directed by NNEPRA.

SITE VISIT MEETING:

- A site visit meeting will **NOT** be held. Contractors submitting a quote are invited to view the project prior submitting a quote.
- Contractors interested in a site visit shall notify NNEPRA via email no later than **24 hours prior to the site visit** to all of the following email addresses: james@nnepra.com, gedington@vhb.com and tbryant@vhb.com.
- Safety vests, hard hats, safety glasses and work boots are required for all participants on a site visit.

REQUEST FOR QUOTE QUESTIONS:

- All questions must be received no later than October 11, 2023 at 5:00 p.m. local time to be considered.
- NNEPRA will issue an addendum, if needed, by October 13, 2023 answering questions received prior to the deadline.
- All questions regarding this quote must be made in writing by **email only** and directed to:
Catherine Davidson, Grant Program & Compliance Specialist
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104,
Portland, Maine 04101
catherine@nnepra.com
Phone calls will not be accepted.

REQUEST FOR QUOTES DUE DATE:

- Please provide a written quote no later than **3:00 p.m. local time, October 18, 2023**. All quotes shall contain all pages of the **Quote Form** and **signed Federal Clause (1 total)**.
- Quotes may be submitted via email or mail to:

Catherine Davidson, Grant Program & Compliance Specialist
Northern New England Passenger Rail Authority
75 West Commercial Street, Suite #104,
Portland, Maine 04101
catherine@nnepra.com

- All quotes shall be valid for 30 days.

ADDITIONAL INFORMATION:

- Portions of this project are being funded by Federal Funding Sources and 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 Number ME20230046 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.
- NNEPRA intends to provide a purchase order within five business days of the Request for Quotes due date to the lowest quoted price that is responsive to the requirements and is a responsible Contractor.
- NNEPRA has a dispute and protest policy. Contact the NNEPRA for more information.
- NNEPRA reserves the right to reject any or all Quotes, to waive any technical or legal deficiencies, and to accept any Quote that it may deem to be in the best interest of the Authority.

POST QUOTE REQUIREMENTS:

- The successful Contractor shall supply the required insurance certificates and begin execution of this contract within ten (10) calendar days after a Purchase Order has been issued.

PAYMENT PROVISIONS:

- Payment will be made within 30 days after approval of invoices.
- The estimated project quantities are noted on the bid form. These quantities were developed based on the existing conditions shown in the Plans which are based on field review and measurement. No topographic survey was performed. All the earthwork quantities contain contingencies to account for possible variances from the estimated quantities resulting from the limited existing conditions information. Payment will be made for the actual quantities completed at the contract unit costs. Any other work required to be completed in accordance with the attached NNEPRA Specifications and Plans that is not included in the item list below, including but not limited to any project submittals, etc., shall be considered incidental to the bid items.
- NNEPRA will have an on-site representative for the duration of construction. All quantities for payment shall be confirmed by NNEPRA's on-site representative prior to submitting invoices.

For all earthwork materials that the Contractor supplies, including Aggregate Subbase Course Gravel, Untreated Aggregate Surface Course and Erosion Control Mix, the quantity for payment shall be determined by truck measure. Certified weigh slips shall be provided to NNEPRA's on-site representative for all earthwork materials incorporated into the project. Quantities for Seeding Method Number 2 and Labor and Equipment Rental Items shall be measured in the field and payment will be made for the actual quantities used.

QUOTE FORM

CONTRACTOR NAME: _____

PRODUCT IDENTIFICATION: **Brunswick Layover Facility Access Drive Rehabilitation and Switch Access Road Construction** conforming to the requirements of this Request for Quotes and the attached Specifications.

THIS QUOTE IS SUBMITTED TO: Ms. Catherine Davidson
Grant Program & Compliance Specialist
Northern New England Passenger Rail Authority
75 W Commercial Street, Suite #104
Portland, Maine 04101
catherine@nnepra.com

By submitting this Quote the undersigned Contractor:

1. Proposes and agrees, if the Quote is accepted, to enter into an Agreement with Northern New England Passenger Rail Authority to supply the Materials and Services in accordance with the specifications and other Request for Quote Documents, for the prices and in accordance with the delivery schedule as detailed in the Quote Form.
2. Accepts all of the terms and conditions included in the Request for Quotes and agrees that this Quote will remain open for thirty days after the day of Request for Quotes due date.
3. Agrees that:
 - a. Contractor has examined copies of all the Quote Documents and any addenda, receipt of all of which is hereby acknowledged.
 - b. This Quote 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; Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Quote; Contractor has not solicited or induced any person, firm or corporation to refrain from quoting; and Contractor has not sought by collusion to obtain for himself any advantage over any other Contractor or over Northern New England Passenger Rail Authority.
4. Acknowledges that this Request for Quotes 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 quoted.

Contractor shall state if exemption certificate is required: Yes _____ No _____.

QUOTE FORM

This Quote is submitted for the following Project:

Brunswick Layover Facility Access Drive Rehabilitation and Switch Access Road Construction
conforming to the requirements of this Request for Quotes and the attached Specifications.

<u>Item</u>	<u>Approximate Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Mobilization/Demobilization	1 Lump Sum	/LS	
Temporary Soil Erosion and Water Pollution Control	1 Lump Sum	/LS	
Maintenance of Traffic	1 Lump Sum	/LS	
Layover Facility Access Drive Rehabilitation	1 Lump Sum	/LS	
Untreated Aggregate Surface Course	32 Cubic Yards	/CY	
Switch Access Road Grubbing	1 Lump Sum	/LS	
Switch Access Road Aggregate Subbase Course Gravel	110 Cubic Yards	/CY	
Altering Catch Basin	1 Each	/EA	
Seeding Method Number 2	3 Units	/UN	
Hand Labor (Straight Time)	8 Hours	/ HR	
All Purpose Excavator (including operator)	8 Hours	/HR	
Grader (including operator)	8 Hours	/HR	
Roller, Earth and Base Course (including operator)	8 Hours	/HR	
Truck, large (including operator)	8 Hours	/HR	
		Total Quoted Price:	

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY REQUEST FOR QUOTES
RFQ 24-Brunswick Layover Facility Access Drive Rehabilitation & Switch Access Road Construction-002

Communications concerning this Quote shall be addressed to:

Contractor Company Name: _____

Contractor's Representative: _____

Contractor's Address: _____

Contractor's Telephone No: _____

Contractor's E-mail Address: _____

Contractor's Fax Number: _____

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

Age of your company: _____ Gross Annual Receipts: _____

Employees: _____ DUNS #: _____

In submitting this quote, it is understood and agreed by Contractor that THE AUTHORITY reserves the right to reject any and all quotes, or part of any quote, and it is agreed that the quote may not be withdrawn for a period of [30] days subsequent to the receipt of quotes, without the written consent of the Authority.

CONTRACTOR AUTHORIZED SIGNATURE: _____

Printed Name & Title: _____

SUBMITTED ON: _____, 2023

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/2022-11/FTA-Master-Agreement-v30-2022-11-02_0.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 or 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.

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.

Recovered Materials. The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962),

including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

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

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

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

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

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

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

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

(Company Name)

DATE:

By: _____

Its _____

Brunswick Layover Facility Access Drive Rehabilitation & Switch Access Road Construction Specifications

General Information

1. The work of this Contract generally includes rehabilitation of the existing surface of the NNEPRA Brunswick Layover Facility gravel access drive, and construction of a new gravel access road to the east of the layover building that will be used to access switches in the existing railroad track. The work includes, but is not limited to, the following elements:
 - a. Mobilizing to the site and demobilizing from the site.
 - b. Establishing and maintaining temporary soil erosion and water pollution control.
 - c. Supplying and maintaining traffic control devices for closure of the layover facility access drive for the duration of the access drive construction.
 - d. Regrading and compacting existing Recycled Asphalt Pavement (RAP) Untreated Aggregate Surface Course in the existing layover facility access drive to remove all rutting and potholes and to restore the roadway crown as shown on the typical sections.
 - e. Supplying, placing, and compacting RAP Untreated Aggregate Surface Course as required in areas of the layover facility access drive where there is not sufficient quantity of existing RAP Untreated Aggregate Surface Course material to achieve the desired finish grade.
 - f. Grubbing for the new switch access road as directed by NNEPRA and as shown in the attached plans.
 - g. Supplying, placing, and compacting Aggregate Subbase Coarse Gravel (ASCG), Type D for construction of the switch access road on prepared surface as shown in the attached plans.
 - h. Altering CB 22, an existing four (4) foot diameter catch basin, by removing its existing top and modifying the remaining portions of the catch basin as necessary to install a Type "B" frame and cascade grate.
 - i. Completing miscellaneous work, as directed in writing by NNEPRA. This miscellaneous work may include regrading of slopes outside the limits of the existing layover facility 24' wide gravel access drive if directed by NNEPRA.

All work shall be done in accordance with these specifications and the attached plans. A NNEPRA representative will be on site for the duration of construction.

2. The Plans consist of the following:
 - a. General Plan - This plan shows the general limits and major work elements of the entire project.
 - b. Catch Basin 22 Location Plan – This plan shows the location of catch basin 22 at a larger scale.



Brunswick Layover Facility Access Drive Rehabilitation & Switch Access Road Construction Specifications

- c. Typical Sections and Notes- The typical sections show the general design intent and track/subgrade configuration at various locations throughout the project limits.
3. All construction shall conform to the 2020 MaineDOT Standard Specifications, as updated through the date the Request for Quotes was issued, except as noted in these specifications.
4. All materials shall be placed in accordance with the placement requirements for the respective materials in the MaineDOT Standard Specifications, as outlined in this specification, including compaction requirements. The Contractor shall perform Quality Control testing to ensure conformance to MaineDOT specifications for all supplied materials. The Contractor shall supply the results of the Quality Control testing to NNEPRA.
5. The Contractor shall coordinate all access to the project area with NNEPRA.
6. The Contractor shall not access the adjacent railroad ROW without explicit permission from CSX.

Mobilization/Demobilization

1. At the beginning of the project, the Contractor shall mobilize to the site 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 the job site. Additionally, the Contractor shall restore the site to the existing conditions, as directed by NNEPRA.
3. All required work for mobilizing and demobilizing, including but not limited to, all labor, equipment, materials, professional services, and incidentals for the work shall be included in the lump sum cost quoted for "Mobilization/ Demobilization".

Temporary Soil Erosion and Water Pollution Control

1. The Contractor shall prepare, submit to NNEPRA for approval, implement, and maintain a temporary soil erosion and water pollution control plan in accordance with MaineDOT Standard Specification Section 656 and the latest revision of the MaineDOT BMP Manual.
2. At a minimum, the soil erosion control shall include the installation of silt fences as required. All measures shall be removed from the project after the placement of Erosion Control Mix on any disturbed slopes.
3. All required work for preparing, implementing, and maintaining a temporary soil erosion and water pollution control plan, including but not limited to, all labor, equipment, materials, professional services, and incidentals for the work shall be included in the lump sum cost quoted for "Temporary Soil Erosion and Water Pollution Control".

Brunswick Layover Facility Access Drive Rehabilitation & Switch Access Road Construction Specifications

Maintenance of Traffic

1. During rehabilitation of the layover facility access drive the Contractor shall close the section being rehabilitated to all traffic. Type 3 barricades and “Road Closed” signs meeting the requirements of the latest edition of the Manual of Uniform Traffic Control Devices shall be placed at the beginning and end of the access drive rehabilitation area. In addition, at the Church Street end of the access drive, the Contractor shall erect a temporary construction sign notifying layover facility users to “ACCESS LAYOVER FACILITY VIA LOMBARD STREET”.
2. All costs for maintenance of traffic, including but not limited to, all labor, equipment, materials, professional services, and incidentals for the work shall be included in the lump sum cost quoted for “Maintenance of Traffic”.

Layover Facility Access Drive Rehabilitation

1. The Contractor shall regrade and compact the existing Recycled Asphalt Pavement (RAP) Untreated Aggregate Surface Course in the existing layover facility access drive to remove all rutting and potholes and to restore the roadway crown as shown on the typical sections. The intent of this roadway surface rehabilitation is to use the existing recycled asphalt pavement surface course material for this regrading work. All labor and equipment costs for the access drive rehabilitation shall be included in the lump sum price quoted for “Layover Facility Access Drive Rehabilitation”.
2. A quantity of 32 cubic yards of additional Recycled Asphalt Pavement (RAP) Untreated Aggregate Surface Course has been included in the project that the Contractor may use as needed to complete the rehabilitation of the service road if the existing RAP is insufficient. RAP Untreated Aggregate Surface Course shall be supplied and placed in accordance with the requirements of MaineDOT Standard Specification Item 411.10 Untreated Aggregate Surface Course, Truck Measure. This additional RAP will be measured by truck measure and paid at the unit price per cubic yard quoted for “Untreated Aggregate Surface Course”.

Switch Access Road Grubbing

1. The Contractor shall grub the entire footprint of the proposed switch access road as directed by NNEPRA.
2. Prior to any grubbing, the Contractor and NNEPRA shall jointly flag the grubbing limits. The grubbing shall also include the removal and stockpiling of the existing material within the project limits as designated by NNEPRA.
3. The Contractor shall take care to minimize any ground disturbance outside of the limits of grubbing.
4. All grubbing shall be done in accordance with MaineDOT Standard Specification Section 203.01 Common Excavation. All excavated/grubbed material shall be used as fill within the project limits and no material shall be removed from the right-of-way.



Brunswick Layover Facility Access Drive Rehabilitation & Switch Access Road Construction Specifications

5. All required work for grubbing, including but not limited to, all labor, equipment, materials, and incidentals for the work shall be included in the lump sum cost quoted for "Switch Access Road Grubbing". If NNEPRA determines prior to the start of switch access road construction that grubbing is not required, this lump sum cost item will not be paid.

Switch Access Road Aggregate Subbase Course Gravel

1. The Contractor shall construct the proposed switch access road using Aggregate Subbase Course Gravel - Type D on the prepared surface as shown in the plans and as directed by NNEPRA. Aggregate Subbase Course Gravel - Type D shall be supplied, placed, and compacted in accordance with the requirements of MaineDOT Standard Specification Item 304.10 - Aggregate Subbase Course Gravel.
2. Aggregate Subbase Course Gravel will be measured by truck measure and paid at the unit price per cubic yard quoted for "Switch Access Road Aggregate Subbase Course Gravel".

Altering Catch Basin

1. The Contractor shall alter CB 22, an existing four (4) foot diameter catch basin, by removing its existing top and modifying the remaining portions of the catch basin as necessary to install a Type "B" frame and cascade grate.
2. Altering Catch Basin shall be performed in accordance with the requirements of MaineDOT Standard Specification Section 604.04.
3. All costs for Altering Catch Basin, including all labor, materials, and incidentals shall be included in the bid price per each for "Altering Catch Basin".

Miscellaneous Work

1. Additional miscellaneous work may be required throughout the project area during the period of performance of this contract. This work may include, but is not limited to, regrading of slopes outside the limits of the existing layover facility 24' wide gravel access drive as directed by NNEPRA. If any of the access drive slopes are regraded, they shall be stabilized by placement of seed in accordance with Seeding Method Number 2 as directed by NNEPRA.
 - a. Seeding Method Number 2 shall be furnished and applied in accordance with the requirements of MaineDOT Standard Specification Item 618.14 Seeding Method Number 2.
 - b. All costs for supplying and placing Seeding Method Number 2, including but not limited to, all labor, equipment, materials, professional services, and incidentals for the work shall be included in the unit cost per unit quoted for "Seeding Method Number 2".
2. The Contractor shall provide unit cost quotes for the following hourly labor and equipment rental items as shown on the quote form. These items will be used to

Brunswick Layover Facility Access Drive Rehabilitation & Switch Access Road Construction Specifications

complete any miscellaneous work, as directed in writing by NNEPRA, and will be paid at the unit price per hour quoted.

- a. "Hand Labor, Straight Time" – Hand labor shall be supplied in accordance with the requirements of MaineDOT Standard Specification Item 629.05, Straight Time.
 - b. "All-purpose Excavator (including operator)" – All-purpose excavator shall be supplied and operated in accordance with the requirements of MaineDOT Standard Specification Item 631.12 All-purpose Excavator (including operator).
 - c. "Grader (including operator)" – Grader shall be supplied and operated in accordance with the requirements of MaineDOT Standard Specification Item 631.14 Grader (including operator).
 - d. "Roller, Earth and Base Course (including operator)" – Roller, Earth and Base Course shall be supplied and operated in accordance with the requirements of MaineDOT Standard Specification Item 631.15 Roller, Earth and Base Course (including operator).
 - e. "Truck, large (including operator)" – Trucks shall be supplied and operated in accordance with the requirements of MaineDOT Standard Specification Item 631.172 Truck, large (including operator).
3. Payment for the equipment rental items above will be based on experienced operators, familiar with the work being performed. Payment for the above items shall include equipment in good working order, operators, fuel, grease, oil, and other incidentals necessary to operate the equipment. No separate payment will be made to direct work done under these items. Time spent moving to and from the site within the project limits and from beyond the project limits, servicing, maintaining, and changing attachments will not be measured for payment. Related costs such as use of pickup truck, meal and room expenses, benefits, insurance, retirement, travel time, and overtime will not be paid for separately but will be considered incidental to the unit price quoted for these items.
 4. No miscellaneous work shall be done prior to written authorization from NNEPRA.



LOOKING WEST TOWARD CHURCH STREET



LOOKING EAST TOWARD LAYOVER FACILITY

ALTER EXISTING
CATCH BASIN CB22
(REPLACE EXISTING
CATCH BASIN TOP)

STA 24+68
END REHABILITATION OF 24'
GRAVEL ACCESS DRIVE

STA 10+62
END OF HMA PAVEMENT
BEGIN REHABILITATION OF
24' GRAVEL ACCESS DRIVE

PAVED ENTRANCE
ONLY AT CHURCH
ROAD

PROPOSED OVERHEAD POWER
UTILITY EASEMENT (BY CMP).
EXACT LOCATION TO BE
DETERMINED UPON INSTALLATION
OF INFRASTRUCTURE

TRENCH CAP OVER NEW
SANITARY SEWER

END FULL DEPTH
CONSTRUCTION AT
TURNER STREET

UNNAMED
TRIBUTARY TO
ANDROSCOGGIN
RIVER

STEEL
GUARDRAIL

TO BRUNSWICK STATION

BOUCHARD DRIVE

WATER



LOOKING EAST FROM CHURCH ROAD END OF GRAVEL ACCESS DRIVE



LOOKING SOUTHWEST ALONG PROPOSED SWITCH ACCESS ROAD

CONSTRUCT APPROXIMATELY 350' LONG
10' WIDE GRAVEL SWITCH ACCESS ROAD

NNEPRA BRUNSWICK LAYOVER FACILITY ACCESS DRIVE REHABILITATION AND SWITCH ACCESS ROAD CONSTRUCTION

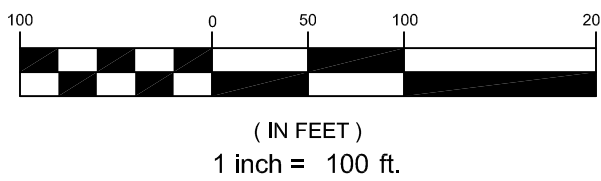
GENERAL PLAN

SHEET 1 OF 3
OCTOBER 3, 2023
PREPARED BY VHB

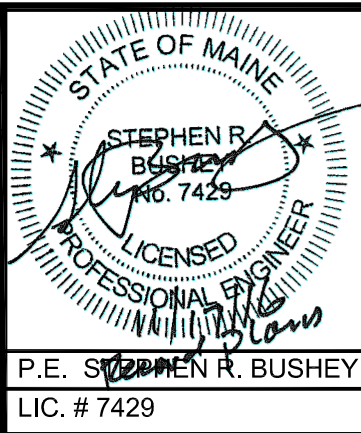
NOTES:

1. SEE SHEET 3 FOR TYPICAL SECTIONS AND
ADDITIONAL NOTES.

THESE RECORD DOCUMENTS HAVE BEEN PREPARED
BASED ON INFORMATION PROVIDED BY OTHERS. THE
CONSULTANT HAS NOT VERIFIED THE ACCURACY
AND/OR COMPLETENESS OF THIS INFORMATION AND
SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR
OMISSIONS THAT MAY BE INCORPORATED AS A RESULT
OF ERRONEOUS INFORMATION PROVIDED BY OTHERS.

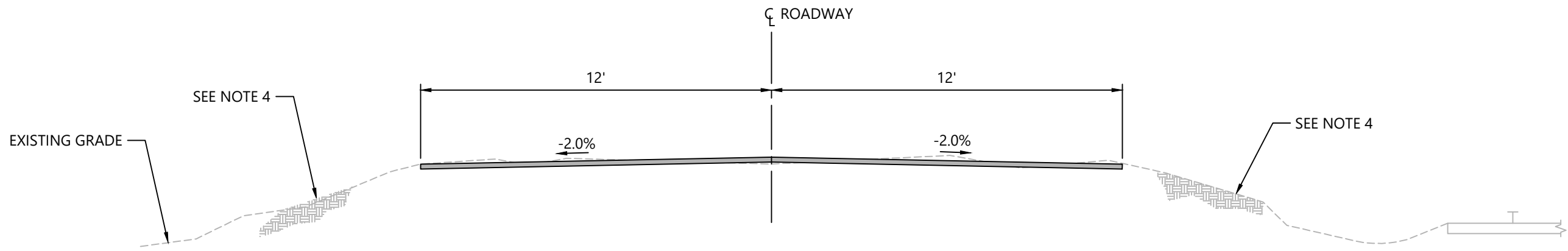


REV	DATE	DESCRIPTION
6	11.18.16	RECORD DRAWINGS
5	09.10.14	REVISED PER DEP COMMENTS AND RESUBMITTED FOR STORMWATER PERMIT APPLICATION
4	08.05.14	SUBMITTED SWM APPLICATION TO MEDEP
3	02.04.14	ADDENDUM #3
2	-	VACANT
1	09.20.13	ISSUED FOR CONSTRUCTION
REV	DATE	DESCRIPTION

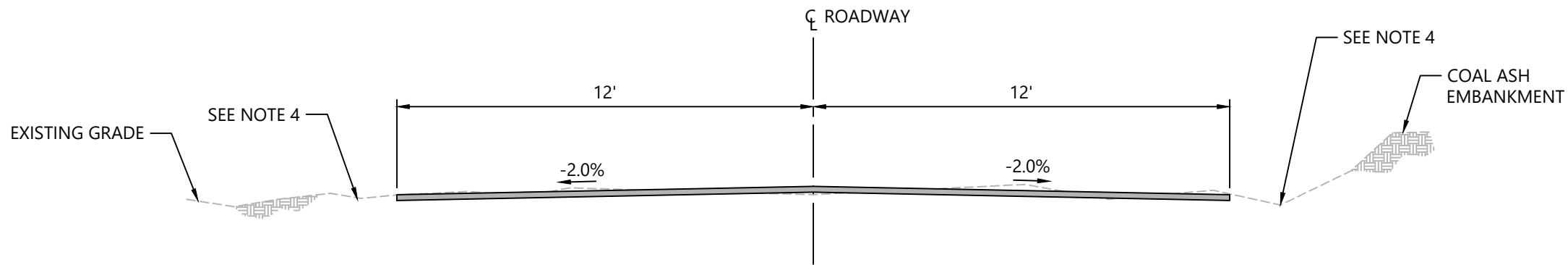


PROJECT	BRUNSWICK LAYOVER FACILITY
SHEET TITLE	OVERALL SITE PLAN
CLIENT	NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

DH	DeLUCA-HOFFMAN ASSOCIATES, INC. 778 MAIN STREET, SUITE 8 SOUTH PORTLAND, ME 04106 207.775.1121 WWW.DELUCAHOFFMAN.COM
DRAWN: DED	DATE: JUNE 2013
DESIGNED: SRB	SCALE: 1" = 100'
CHECKED: SRB	JOB NO. 195350048
FILE NAME: 3203-SITE	
SHEET	C-3.0



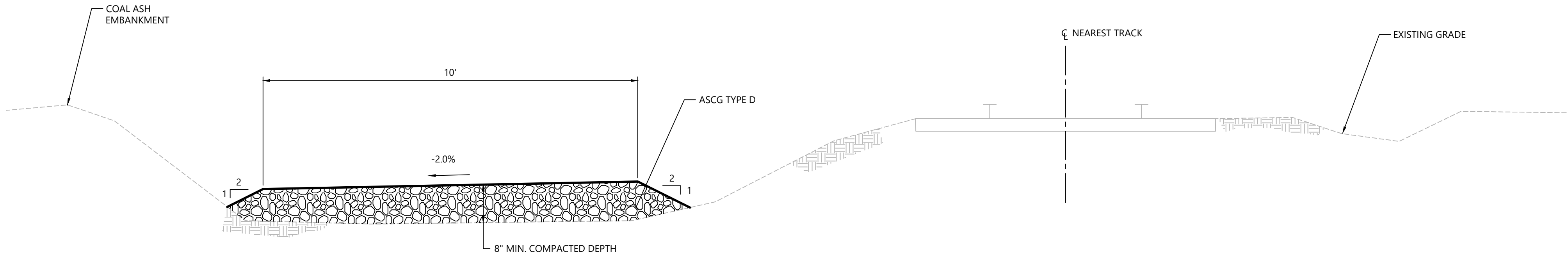
LAYOVER FACILITY ACCESS DRIVE REHABILITATION
TYPICAL SECTION 1 (STA. 10+62 TO STA. 18+00) LOOKING EAST
SCALE: 1"=4'-0"



LAYOVER FACILITY ACCESS DRIVE REHABILITATION
TYPICAL SECTION 2 (STA. 18+00 TO STA. 24+68) LOOKING EAST
SCALE: 1"=4'-0"

SERVICE ROAD REHABILITATION NOTES:

1. REGRADE EXISTING RECYCLED ASPHALT PAVEMENT WEARING SURFACE ON LAYOVER FACILITY ACCESS DRIVE TO REMOVE ALL RUTTING AND POTHOLES AND TO RESTORE THE ROADWAY CROWN. THE INTENT OF THIS ROADWAY SURFACE REHABILITATION IS TO USE THE EXISTING RECYCLED ASPHALT PAVEMENT SURFACE COURSE FOR THIS REGRADING WORK. 32 CY OF ADDITIONAL RECYCLED ASPHALT PAVEMENT HAVE BEEN INCLUDED IN THE PROJECT THAT THE CONTRACTOR MAY USE AS NEEDED TO COMPLETE THE REHABILITATION OF THE SERVICE ROAD.
2. OPERATIONS SHALL BE CONDUCTED TO AVOID DISTURBANCE OF ADJACENT COAL ASH EMBANKMENT.
3. ALL EXCAVATED MATERIAL SHALL BE USED AS FILL WITHIN PROJECT LIMITS.
4. REGRADE EXISTING SLOPES BEYOND EDGE OF ROADWAY ONLY WHERE AND AS DIRECTED BY NNEPRA'S ON SITE REPRESENTATIVE. THIS WORK SHALL BE PAID USING THE LABOR AND EQUIPMENT HOURLY PAY ITEMS.
5. SEE PROJECT SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.



PROPOSED SWITCH ACCESS ROAD TYPICAL SECTION LOOKING EAST
SCALE: 1"=2'-0"

SWITCH ACCESS ROAD CONSTRUCTION NOTES:

1. GRUB ENTIRE FOOTPRINT OF PROPOSED SWITCH ACCESS ROAD. CONSTRUCT NEW SWITCH ACCESS ROAD WITH AGGREGATE SUBBASE COURSE GRAVEL (ASCG), TYPE D TO A MINIMUM COMPACTED DEPTH OF 8", EXCEPT FOR A 50' LONG TAPER FROM THE 8" DEPTH TO EXISTING GRADE AT THE EAST END OF THE NEW ROAD.
2. FINISH GRADE OF SWITCH ACCESS ROAD SHALL NOT EXCEED THE TOP OF CROSS TIE ELEVATION OF THE ADJACENT TRACK STRUCTURE.
3. OPERATIONS SHALL BE CONDUCTED TO AVOID DISTURBANCE OF ADJACENT COAL ASH EMBANKMENT.
4. ALL EXCAVATED MATERIAL SHALL BE USED AS FILL WITHIN PROJECT LIMITS.
5. SEE PROJECT SPECIFICATION FOR ADDITIONAL REQUIREMENTS.

PROJECT INFORMATION	
DATE	10/03/2023
DESIGNER	BRIAN REEVES
RAILROAD OWNER	CSX
REVISIONS 1	
REVISIONS 2	
REVISIONS 3	
REVISIONS 4	
REVISIONS 5	
PROJECT COMPLETION DATE	

"General Decision Number: ME20230046 01/06/2023

Superseded General Decision Number: ME20220046

State: Maine

Construction Type: Highway

County: Cumberland County in Maine.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

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
TRAFFIC CONTROL: Flagger.....	\$ 9.00 **	0.00
TRAFFIC CONTROL: Laborer-Cones/ Barricades/Barrels - Setter/Mover/Sweeper.....		
	\$ 17.02	5.37
TRUCK DRIVER: Dump Truck.....	\$ 16.71	2.80

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$16.20) or 13658
(\$12.15). Please see the Note at the top of the wage
determination for more information.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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 DECISIO"