



CONTRACTOR NAME: _____

DESCRIPTION OF PROJECT:

- **Train Platform Rehabilitation at the Portland Transportation Center** 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 generally includes rehabilitation of the columns, hand railings, timber rub rail, tactile warning strip, and platform concrete surface, and other associated work at the Portland Transportation Center (PTC), 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. Concord Coach and Langdon Street Realty shall be named as additional insured.
 - 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 August 29, 2025.*

Train Platform Rehabilitation at the Portland Transportation Center

- The rehabilitation of the existing train platform at the Portland Transportation Center shall be completed in accordance with the attached **NNEPRA Construction Specifications for Portland Transportation Center Train Platform Rehabilitation**, and other miscellaneous attachments.
- The passenger platform is located adjacent to the active railroad right-of-way owned by CSX Transportation, and all work will be conducted under the protective oversight and authority of CSX onsite personnel.
- The Downeaster provides daily scheduled passenger service to the platform and the Contractor shall provide safe access for passengers to board and alight trains. Typically, between 7am – 7pm each day, the passenger train will be at the platform six (6) times within that time frame, and only dwells at the platform for 5-8 minutes each stop.
- The rehabilitation of the existing train platform at the Portland Transportation Center will generally consist of the following work:
 - Mobilizing to the site and demobilizing from the site.
 - Supplying and maintaining temporary barriers for partial closure of the rail platform while construction is occurring.

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- Removing rust on columns and along hand railing. Applying zinc-rich paint to the columns and hand railing, followed by surface paint to match the existing condition.
- Removing and replacing pressure treated timber rub rail and anchor bolts.
- Installing two timber post and chain barriers across the ramp to the lower platforms.
- Removing and replacing the tactile warning strip along the track side of the high-level platform.
- Removing and disposing of deteriorated concrete, cleaning repair areas, and repairing existing structural concrete as indicated on The Figures and/or as directed by NNEPRA. Repair of existing structural concrete includes areas below the tactile warning strip and behind the pressure treated timber rub rail.
- Removing, disposing, and reconstructing the heated concrete entrance slab adjacent to the trainway.
- Applying a concrete protective coating to the repaired and reconstructed concrete platform surfaces.

SITE VISIT MEETING:

- A site visit meeting will **NOT** be held. Contractors submitting a quote are encouraged to view the project areas prior to submitting a quote.
- Contractors interested in a guided 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 June 2, 2025 at 1:00 p.m. local time to be considered.
- NNEPRA will issue an addendum, if needed, by June 4, 2025 answering questions received prior to the deadline.
- All questions regarding this quote must be made in writing by **email only** and directed to:
Catherine Kruglak, Grant Program & Compliance Manager
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, June 6, 2025.**
- All quotes shall contain all pages of the **Quote Form** and **signed Federal Clause(3)**.
- Quote Security in the amount of (5%) of the Total Quote shall be submitted with the Quote. The Quote Security may be either a proposal guaranty bond executed by a surety company authorized to do business in the State of Maine, or a certified check drawn upon a bank

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within the United States of America. Quote Security shall be made payable to Northern New England Passenger Rail Authority. Quotes submitted without Quote Security will not be considered.

- Quotes may be submitted via email or mail to:
Catherine Kruglak, Grant Program & Compliance Manager
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 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 Number ME20240030 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 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.
- 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.

QUOTE FORM

CONTRACTOR NAME: _____

PRODUCT IDENTIFICATION: Train Platform Rehabilitation at the Portland Transportation Center conforming to the requirements of this Request for Quotes and the attached Specifications and Plans.

THIS QUOTE IS SUBMITTED TO: Ms. Catherine Kruglak
Grant Program & Compliance Manager
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:

Train Platform Rehabilitation at the Portland Transportation Center 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	_____
Clean and Paint Steel Columns	7 Each	/EA	_____
Clean and Paint Handrails	1 Each	/EA	_____
Remove and Replace Timber Rub Rail	1 Lump Sum	/LS	_____
Install Timber Post and Chain	2 Each	/EA	_____
Remove and Replace Detectable Warning Strip	1 Lump Sum	/LS	_____
Patch Repair Platform Concrete	85 Square Feet	/SF	_____
Remove and Reconstruct Heated Entrance Slab	1 Lump Sum	/LS	_____
Concrete Protective Coating	155 Square Yard	/SY	_____
		Total Quoted Price:	_____

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: _____

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Contractor's Fax Number: _____

Age of your company: _____ Gross Annual Receipts: _____

Employees: _____ DUNS #: _____

Race and Gender of the Firm's Majority Owner: _____

NAICS code applicable to each scope of work the firm seeks to perform in its bid:

Is your company a Certified DBE? YES NO

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: _____, 2025

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/2025-04/FTA-Master-Agreement-v33-04-25-2025.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 Authority, 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.

Resolution of Disputes, Breaches, or Other Litigation – Notification of Contractor and/or Subcontractor to Agency and Agency Notification to FTA

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. If a current or prospective legal matter that may affect the Federal Government emerges, 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.

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, leases, subcontracts, arrangements, other third party Contracts of any type, and supporting materials related to those records. (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. 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, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

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 Laws and Regulations. The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 52 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1 Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2 Nondiscrimination on the Basis of Sex. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3 Nondiscrimination on the Basis of Age. The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act

(ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4 Federal Protections for Individuals with Disabilities. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity

The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency 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 Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. 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.

2. 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.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621634, 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.

4. 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.

5. Promoting Free Speech and Religious Liberty. The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination. 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.

Special DOL Equal Employment Opportunity for Construction Projects

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

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essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

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 (42 U.S.C. § 6201).

Cargo Preference

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, "Cargo Preference – U.S.-Flag Vessels," 46 CFR Part 381.

- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'onboard' commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the Authority (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Disadvantaged Business Enterprise. The Authority has adopted a Disadvantaged Business Enterprise Program in accordance with Federal Regulations issued by U.S. DOT (49 C.F.R. Part 26). This Policy provides that Disadvantaged Business Enterprises ("DBEs") 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 Authority 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)

Prompt Payment. 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, Contractor 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, the contractor agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and

all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

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.

Termination for Default (Construction).

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Agency may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Agency resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Agency in completing the work.

The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of Agency, acts of another contractor in the performance of a contract with Agency, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies Agency in writing of the causes of delay. If, in the judgment of Agency, the delay is excusable, the time for completing the work shall be extended. The judgment of Agency shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. 3.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Agency.

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.

Prohibition on Certain Telecommunications and Video Surveillance Services of Equipment.

a. The Authority, Contractor, and any Subcontractors are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY REQUEST FOR QUOTES
25-PTC Platform Rehab-11

iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115232, section 889 for additional information.

d. See also § 200.471.

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 and require such Contractors 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).

Buy America. Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, 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.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget’s “Buy America Preferences for Infrastructure Projects,” 2 CFR Part 184. The Authority acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Authority shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

The Contractor must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive. For more information, please see the FTA’s Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

Contract Work Hours & Safety Standards Act. To the extent applicable to Contractor, Contractor agrees and assures compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Contractor shall include the requirement of this subsection in any third-party subcontract, at any tier, for the performance of work in connection with the Project.

Trafficking of Persons. The contractor agrees that it and its employees that participate in the Authority’s Award, may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that the Authority’s Award is in effect;
- (b) Procure a commercial sex act during the period of time that the Authority’s Award is in effect; or
- (c) Use forced labor in the performance of the Authority’s Award or sub-agreements thereunder.

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 _____

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY REQUEST FOR QUOTES
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NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of,
(name of authorized official)
_____, that:
(name of firm)

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 any 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, and 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 the its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 31, 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.

Executed this _____ day of _____, 2024.

NAME OF BIDDER / COMPANY NAME: _____

TYPE OR PRINT NAME: _____

Signature of authorized official: _____ Date: _____

NORTHERN NEW ENGLAND PASSENGER RAIL AUTHORITY

FRA BUY AMERICA CERTIFICATION

If steel, iron, or manufactured products (as defined in 49 CFR 661.3 and 661.5) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR 661.13(b). Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Company _____

Name _____ Title _____

Signature _____ Date _____

Certificate of Noncompliance with Buy America Steel or Manufactured Products Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. 661.7.

Company _____

Name _____ Title _____

Signature _____ Date _____

"General Decision Number: ME20250030 01/03/2025

Superseded General Decision Number: ME20240030

State: Maine

Construction Type: Heavy

County: Cumberland County in Maine.

HEAVY 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)(1).

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 \$17.75 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 2025.
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 \$13.30 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 2025.

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 01/03/2025

IRON0007-032 09/16/2024

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.95	25.00

 SUME2014-011 01/30/2017

	Rates	Fringes
CARPENTER.....	\$ 19.51	6.24
ELECTRICIAN.....	\$ 25.24	7.01
IRONWORKER, STRUCTURAL.....	\$ 23.47	11.63
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 13.38 **	1.39
LABORER: Common or General.....	\$ 15.82 **	5.16
LABORER: Concrete Worker (includes removing forms, demolition of existing concrete, and pouring, leveling and finishing concrete).....	\$ 24.35	15.65
LABORER: Pipelayer.....	\$ 21.84	6.42
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.99	9.96
OPERATOR: Bulldozer.....	\$ 21.06	4.67
OPERATOR: Crane.....	\$ 24.74	8.03

OPERATOR: Loader.....	\$ 21.15	4.33
OPERATOR: Roller.....	\$ 16.61 **	3.44
PAINTER (Brush and Roller).....	\$ 22.18	6.33
TRUCK DRIVER: Dump Truck.....	\$ 16.21 **	3.27

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 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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) (iii)).

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"



Portland Transportation Center Station Train Platform Rehabilitation Construction Specifications

General Information

1. The work of this Contract generally includes rehabilitation of the existing passenger train platform at the Portland Transportation Center. The work includes, but is not limited to, the following elements:
 - a. Mobilizing to the site and demobilizing from the site.
 - b. Supplying and maintaining temporary barriers for partial closure of the rail platform while construction is occurring.
 - c. Removing rust on columns and along hand railing. Applying zinc-rich paint to the columns and hand railing, followed by surface paint to match the existing condition.
 - d. Removing and replacing pressure treated timber rub rail and anchor bolts.
 - e. Installing two timber post and chain barriers across the ramp to the lower platforms.
 - f. Removing and replacing the tactile warning strip along the track side of the high-level platform.
 - g. Removing and disposing of deteriorated concrete, cleaning repair areas, and repairing existing structural concrete as indicated on The Figures and/or as directed by NNEPRA. Repair of existing structural concrete includes areas below the tactile warning strip and behind the pressure treated timber rub rail.
 - h. Removing, disposing, and reconstructing the heated concrete entrance slab adjacent to the trainway.
 - i. Applying a concrete protective coating to the repaired and reconstructed concrete platform surfaces.

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

2. The Figures consist of the following:
 - a. Aerial Location Map
 - b. Portland Transportation Center Rehabilitation (4 Figures) – Platform Modifications and Preservation Concept drawings

The Contractor is responsible for reviewing the existing conditions prior to submitting their quote.

3. All work 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. The Contractor shall phase the work at the platform such that sections of the platform remain useable during construction. The Contractor shall submit a phasing plan to



Portland Transportation Center Station Train Platform Rehabilitation Construction Specifications

NNEPRA for approval prior to construction. The Contractor shall place appropriate signage and barricades at each work area to prevent the public from accessing areas under construction. The proposed signage and barricades shall be shown in the phasing plan. All costs for preparing the phasing plan and placing signage and barricades shall be included in the Mobilization/ Demobilization item.

5. 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.
6. The Contractor shall coordinate all access to the project area with NNEPRA.
7. 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. At the conclusion of the project, the Contractor shall return the site to the preconstruction condition, including replacing any damaged landscaping. All costs for returning the site to the preconstruction condition shall be included in the lump sum cost for "Mobilization/Demobilization".
4. 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".

Clean and Paint Steel Columns and Metal Handrails

1. The Contractor shall remove surface rust and affected paint on steel columns and metal handrails, as indicated on The Figures. The removal of surface rust and preparation of the surface shall be done in accordance with the selected paint manufacturer's requirements. All removed rust and paint shall be properly contained and disposed of.
2. An approved zinc-rich rust inhibiting paint shall be applied. Once cured, surface paint shall be applied to match the existing condition. The Contractor shall color match the surface paint to the existing paint color of the columns and handrail.
3. The zinc-rich rust inhibiting primer paint shall be one of the following products, or an approved equal. Any proposed substitutions shall be submitted to NNEPRA for approval prior to construction. NNEPRA will determine if any substitutions are acceptable, at their sole discretion.
 - a. RUST-OLEUM CV740 Alkyd Primer
 - b. SIMPSON Strong-Tie RPS-406 Zinc-Rich Primer



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- c. RUST-OLEUM V2100 Enamel Aerosol
4. The surface paint shall be one of the following products, or an approved equal. Any proposed substitutions shall be submitted to NNEPRA for approval prior to construction. NNEPRA will determine if any substitutions are acceptable, at their sole discretion.
 - a. RUST-OLEUM White Enamel
 - b. Diamond Brite Oil Based Enamel
 - c. Behr Ultra Exterior Paint and Primer
5. All costs for Cleaning and Painting Steel Columns, including but not limited to, all labor and materials shall be included in the unit cost per each column for each location of "Clean and Paint Steel Columns".
6. All costs for Cleaning and Painting Metal Handrails, including all labor, equipment, materials, and incidentals shall be included in the bid cost per each handrail for each location of "Clean and Paint Handrails".

Remove and Replace Timber Rub Rail

1. The Contractor shall remove and replace the pressure treated timber rub rail and anchor bolts, as indicated on The Figures. Existing anchor bolts shall be cut flush or recessed beyond the existing concrete face of the platform.
2. New anchor bolts shall follow the existing anchor pattern and quantity with an offset from existing location so as not to interfere with existing anchor bolts and reinforcing or cause damage to the existing concrete. New anchor bolts shall be zinc plated.
3. The new timber rub rail shall be pressure treated lumber meeting AASHTO M 133 and AWPA Standard U1, UC4A, Commodity Specification A: Sawn Products. All preservatives shall be allowable for human contact.
4. The mechanically or chemically fastened anchor bolt product shall be one of the following products, or an approved equal. Anchor bolt layout, diameter, length, and any proposed substitutions shall be submitted to NNEPRA for approval prior to construction. NNEPRA will determine if any substitutions are acceptable, at their sole discretion.
 - a. Red Head Trubolt
 - b. Simpson Strong Tie Strong-Bolt 2
 - c. Hilti HIT-HY 200-R V3 Adhesive anchor
 - d. Red Head A7+ Quick-Cure Adhesive
5. Patch Repair Platform Concrete is anticipated to be required in the area behind the timber rub rail. Patch Repair will be paid for under the appropriate contract items.
6. All costs for Remove and Replace Timber Rub Rail, including all labor, equipment, materials, and incidentals shall be included in the lump sum cost for "Remove and Replace Timber Rub Rail".



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Install Timber Post and Chain

1. The Contractor shall place a 4x4 (nominal) post and chain, as indicated on The Figures. The 4x4 (nominal) post shall be pressure treated lumber meeting AASHTO M 133 and AWWA Standard U1, UC4A, Commodity Specification A: Sawn Products. All preservatives shall be allowable for human contact. The chain shall be galvanized or an approved protective coating. The chain shall have a swivel bolt snap connector so that it can be easily detached from the handrail end and stored on the 4x4 (nominal) post.
2. All work required for the installation of the timber post and chain, including but not limited to, all labor, equipment, materials, and incidentals shall be included in the unit cost per each for each location for "Install Timber Post and Chain".

Remove and Replace Detectable Warning Strip

1. The Contractor shall remove and replace the tactile warning plates at the edge of the high-level passenger platform as indicated on The Figures. Materials shall meet the requirements of MaineDOT Standard Specification Item 608 Sidewalks except that detectable warnings shall be yellow in color and made of a polymer or composite material.
2. The detectable warning strip shall have a minimum width of two (2) feet and run the full length between metal handrails at either end of the high-level platform.
3. Patch Repair Platform Concrete is anticipated to be required in the area below the detectable warning strip. This work shall be completed prior to the placement of the new detectable warning strip. Patch Repair will be paid for under the appropriate contract items.
4. All required work for the removal and replacement of detectable warning strip, including but not limited to, all labor, equipment, materials, and incidentals shall be included in the lump sum cost for "Remove and Replace Detectable Warning Strip".

Patch Repair Platform Concrete

1. The Contractor shall remove, dispose of deteriorated concrete, clean and prepare repair areas, and repair existing structural concrete as indicated on The Figures and/or as directed. All concrete patch repair shall be done in accordance with the requirements of MaineDOT Standard Specification 518 Structural Concrete Repair.
2. All costs for Patch Repair Platform Concrete, including but not limited to, all labor, equipment, materials, and incidentals shall be included in the unit cost per square foot for "Patch Repair Platform Concrete".

Remove and Reconstruct Heated Entrance Slab

1. This work shall consist of removal and reconstruction of the heated concrete entrance slab. Materials shall meet the requirements of MaineDOT Standard Specification Item 608.08, Reinforced Concrete Sidewalk. The new slab shall be constructed in accordance with MaineDOT Standard Detail 608(01) – Reinforced Portland Cement Concrete Sidewalk.



Portland Transportation Center Station Train Platform Rehabilitation Construction Specifications

2. The removal and reconstruction of the heated entrance slab shall be done in two phases while maintaining access to the trainway at all times.
3. Prior to constructing the new slab, the Contractor shall prepare the subgrade as necessary to construct the slab at the proper grade, as directed by NNEPRA.
4. The Contractor shall provide two (2) 100' heat tracing circuits spaced at 9" on center 2" below the top of concrete. The heat trace shall be Thermon SMT-2-OJ cable, or an approved equal. Any proposed substitutions shall be submitted to NNEPRA for approval prior to construction. NNEPRA will determine if any substitutions are acceptable, at their sole discretion. The existing heat trace extends out of the entrance slab and into the concrete in the train platform. The Contractor shall ensure that the new heat trace placed in the entrance slab is properly connected to the existing heat trace in the platform to maintain the heat trace in the platform.
5. All costs for Remove and Reconstruct Heated Entrance Slab, including but not limited to, all labor, equipment, materials, and incidentals shall be included in the lump sum cost for "Remove and Reconstruct Heated Entrance Slab".

Concrete Protective Coating

1. This work shall consist of furnishing and applying a protective coating on all concrete high-level platform surfaces. Materials shall meet the requirements of MaineDOT Standard Specification Item 515.20 Protective Coating for Concrete Surfaces and shall be applied in accordance with the manufacturer's requirements.
2. All required work for the application of a concrete protective coating, including but not limited to, all labor, equipment, materials, and incidentals for the work shall be included in the square yard cost for each location of "Concrete Protective Coating".



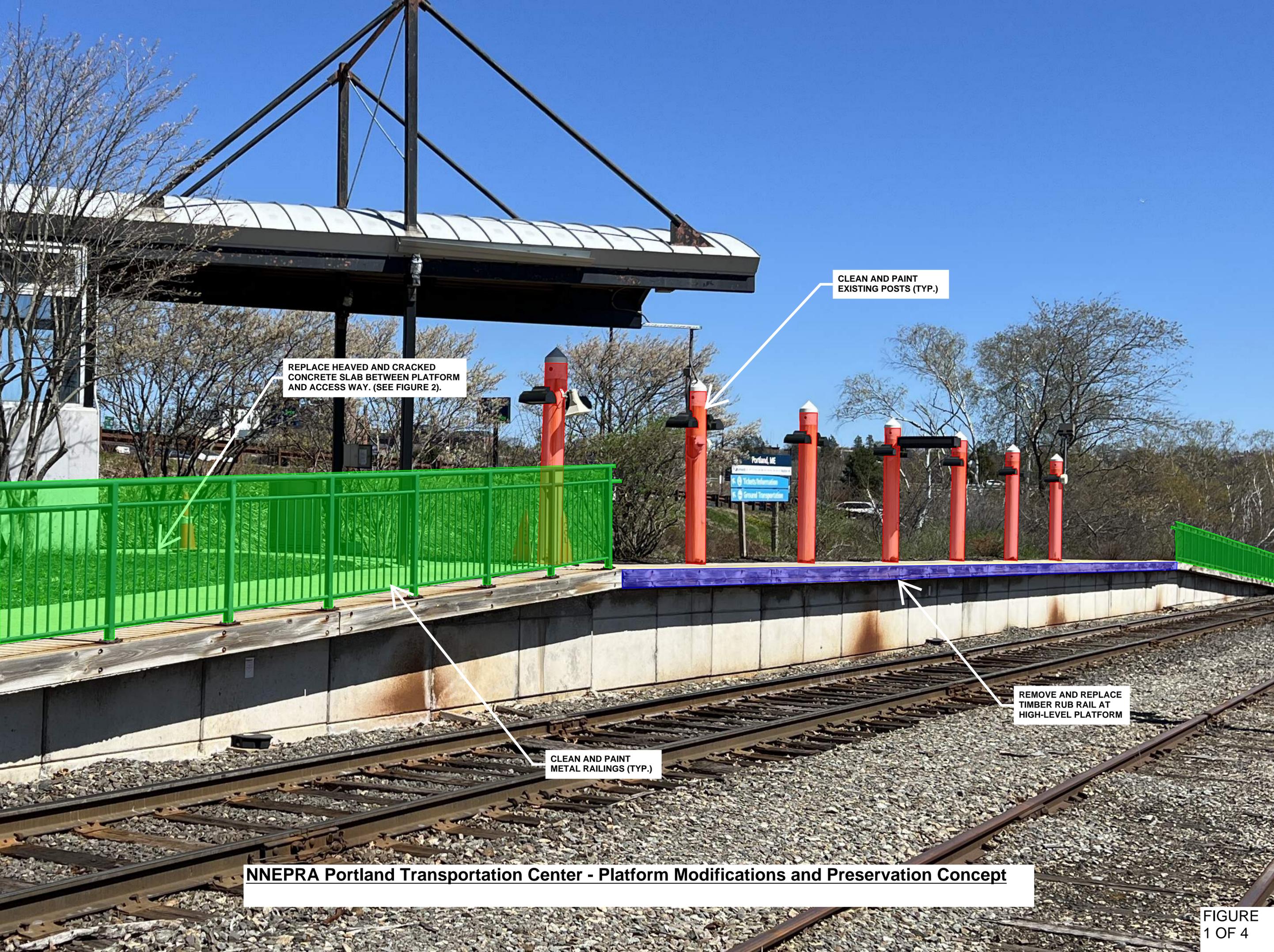
Portland Transportation Center

PORTLAND
TRANSPORTATION
CENTER BUILDING

EXISTING TRAINWAY

EXISTING PLATFORM

NNEPRA Portland Transportation Center - AERIAL LOCATION MAP



REPLACE HEAVED AND CRACKED CONCRETE SLAB BETWEEN PLATFORM AND ACCESS WAY. (SEE FIGURE 2).

CLEAN AND PAINT EXISTING POSTS (TYP.)

REMOVE AND REPLACE TIMBER RUB RAIL AT HIGH-LEVEL PLATFORM

CLEAN AND PAINT METAL RAILINGS (TYP.)

NNEPRA Portland Transportation Center - Platform Modifications and Preservation Concept



REMOVE AND RECONSTRUCT HEATED ENTRANCE SLAB IN TWO PHASES

REMOVE AND RESTORE LANDSCAPING AS REQUIRED FOR TEMPORARY CONSTRUCTION ACCESS AS NEEDED

NNEPRA Portland Transportation Center - Platform Modifications and Preservation Concept



REMOVE AND
REPLACE TACTILE
WARNING STRIP

PATCH REPAIR
CONCRETE AT POLE
BASE (TYP. ALL POLES)

PATCH REPAIR
CONCRETE

NNEPRA Portland Transportation Center - Platform Modifications and Preservation Concept



INSTALL NEW
4"x4"x3'-6" TIMBER
POST AND CHAIN (TYP.
AT EACH END OF HIGH
LEVEL PLATFORM)

3'-6"

NNEPRA Portland Transportation Center - Platform Modifications and Preservation Concept