



Executive Department  
Jon P. Jennings, City Manager

January 27, 2017

Mr. Alex Rosenberg, Compliance Officer  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency –  
Region 1  
5 Post Office Square – Suite 100  
Mail Code OES04-4  
Boston, MA 02109-3912

Re: CMOM Program Implementation Annual Report  
City of Portland ME Reporting Period: 1/1/16 – 12/31/2016  
Administrative Order Docket No CWA-R1-AO-12-009

Dear Mr. Rosenberg:

Enclosed please find the City of Portland's CMOM Program Implementation Annual Report. The report reflects the period between January 1, 2016 to December 31, 2016; according to the requirements of the Administrative Order Implementation Schedule. The attached reports were organized in collaboration with members of my staff and prepared by Benjamin Pearson, P.E., Compliance Coordinator, a position that was created and filled this past year. Other organizational changes include the hiring of an Asset Management technician and the removal of Operations and Maintenance staff from winter shifts with the exception of one supervisor and during winter emergencies. I am pleased to report that we have completed significant efforts to resolve deficiencies identified in the CMOM Corrective Action Plan; we are in the process of executing additional contracts for other corrective action plan work as described in the attached reports.

The reports comply with the CMOM Corrective Action Plan and provide information required for the annual report and checklist. Topics include; corrective action plan related work, reports on sanitary sewer overflows (SSO's), activities to measure efforts to comply with the EPA Order, collections system mapping, sewer budgets, measures to reduce Inflow and Infiltration, easement maintenance program and projected measures going forward. Associated documentation including invoices, pay requisitions, contracts, SSO reports, and budget documents are included in the appendices.

The City of Portland is committed to promote, implement and maintain our infrastructure to meet Clean Water Act regulations and requirements. The City has taken on other initiatives to support this effort to include continued funding for Sewer CMOM corrective actions, organizational and staff development work, and assessments of the City's stormwater infrastructure, including implementing a stormwater utility fee.

Should you have any questions or need further information, do not hesitate to contact Nancy Gallinaro, Water Resources Manager, at 207-874-8801.

Sincerely,



Jon. P. Jennings  
City Manager

CC: Anita LaChance, City of Portland, Deputy City Manager  
Christopher Branch, City of Portland, Director of Public Works  
Steve Earley, City of Portland, Interim Operations Director  
Nancy Gallinaro, City of Portland, Water Resources Manager  
Danielle West Chuhta, City of Portland, Corporation Counsel  
Benjamin Pearson, City of Portland, Compliance Coordinator  
Stuart Rose, MaineDEP WQM-Southern Region  
Michael Wagner, Senior Enforcement Counsel, USEPA



Via Electronic Mail

January 27, 2017

Mr. Alex Rosenberg, Compliance Officer  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency – Region 1  
5 Post Office Square – Suite 100  
Mail Code OES04-4  
Boston, MA 02109-3912

Re: **CMOM Program Implementation 2016 Annual Report, City of Portland Maine**  
**Reporting Period: 01/01/2016 – 12/31/2016**  
**Administrative Order Docket No CWA-R1-AO-12-009**

Dear Mr. Rosenberg:

As required in the Administrative Order Docket No CWA-R1-AO-12-009, hereinafter referred to as the "Order", the City of Portland (City) is hereby submitting this CMOM Program Implementation Annual Report. This is the City's fourth Annual Report, which includes CMOM Program Implementation activities completed during the reporting period beginning January 1, 2016 and extending through December 31, 2016.

### ***Administrative Order Compliance***

The City of Portland prepared a CMOM Assessment and Corrective Action Plan to address the requirements of the Order and to provide a detailed long term Corrective Action Plan for wastewater system management. The CMOM Assessment and Corrective Action Plan was completed on November 12, 2013, and submitted to EPA. Subsequently, the City prepared and submitted the CMOM Corrective Action Plan Implementation Schedule, dated November 22, 2014, which was approved by the EPA.

With the intent to summarize the compliance activity information requested in Section IV of the Order for the period ending December 31, 2016, we have organized this Annual Report to be consistent with the sections of the Order, as outlined below:

**Table 1: Compliance Activities**

<b>Administrative Order Ref.</b>	<b>Description</b>	<b>Status</b>
IV.2.	Corrective Action Plan Related Contracted Work	Addressed
IV.2.a.	Summary Listing of all SSOs	Addressed
IV.2.b.	Activities to measure effects to Comply with AO § V.	Addressed
IV.2.c.	Collection System Map with updates	Addressed
IV.2.d.	Copies of Collection System O&M Budgets	Addressed
IV.2.e.	Measures taken to reduce extraneous flows	Addressed
IV.2.f.	Description of Easement Maintenance Programs	Addressed
IV.2.g.	Projection of current year work to Comply with AO § V.	Addressed

## ***Order Section IV.2. – Corrective Action Plan Related Contracted Work***

Throughout 2016, multiple efforts were undertaken related to the Corrective Action Plan. While some were previously planned priorities, many sewer replacement projects and point repairs were completed after being discovered while conducting sewer assessment investigations with CCTV work. The following section describes this work:

As part of the CMOM Corrective Action Plan Implementation Schedule, the City completed the conversion of the GIS database to the *ESRI ArcGIS LGIM* and finalized the installation of ITpipes software. With the conversion and installation completed, an additional 2,150 NAASCO rated pipe inspections from 2008 through 2015 were integrated into to ITpipes by the Ted Berry Company Inc. This conversion project, completed in the spring of 2016, converted over 1,500 pipe segment's old Facility ID numbers to the new Facility ID Numbers to allow for the seamless transition into the City's GIS database. Additional integration occurred in the fall of 2016 when the City completed the connection between ITpipes and Cityworks. More information about the use of ITpipes, GIS, and Cityworks is described in Order Section IV.2.C – Collection System Mapping.

As part of the CMOM Corrective Action Plan Implementation Schedule, the contract with the Ted Berry Company Inc. included in last year's report had a majority of the work completed in 2016. The contract covered the conditional assessment of the sewer system plus the remaining inspections that National Water Main failed to complete in the previous year. The total amount of sewer inspections completed were 104,647 linear feet while 103,469 linear feet of those inspections were completed in 2016. Likewise, under the contract, 346 manholes were inspected while 236 of those manholes were inspected in 2016. All pipe inspections and manhole inspections are NAASCO rated with PACP and MACP and are managed through ITpipes software. The original contract and final pay requisition for this work can be found in Appendix A.

In 2016, under the October 7, 2015 agreement with T. Buck Construction Inc., work identified as Short-Term Pump Station Renewal was completed. This work includes Riverside Street MCC and pump replacement, Castine Avenue Combined Sewer Overflow backflow prevention, and inflow reduction and wet well fall protection at Riverside Street, Curtis Road, Castine Avenue, Ashmont Street, Franklin Street, Riverton Drive, and Partridge Road. Under a separate Payment Order, a new pump was ordered and delivered for the Ashmont Street Pump Station. Contracts and pay requisitions for this pump station work are included in Appendix A

Numerous point repairs to sewer mains and replacement of sewer mains in areas that were in failure mode and/or had history of sewer backups were constructed by Shaw Brothers Construction over the reporting period. These projects were considered emergency work and the general services contract was applied. The general services contract and associated invoice documents for Shaw Brothers Construction are included in Appendix A.

The point repairs and replacements are as follows:

- A point repair was made to a 12 inch sewer pipe in High Street between Spring Street and Congress Street. This required two construction efforts, one on April 13<sup>th</sup> – 15<sup>th</sup> (\$26,265.50), and one on June 12<sup>th</sup> -13<sup>th</sup>, 2016 (\$37,918.78).
- A point repair was made to the 18 inch sewer pipe in State Street at its intersection with Sherman Street on April 21<sup>st</sup>, 2016 (\$22,608.25)

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- A 350 linear foot section of 12 inch sewer pipe was replaced on Danforth Avenue and completed on July 31<sup>st</sup>, 2016 (\$128,478.00).
- A point repair was made to an 8 inch sewer pipe in Stevens Avenue on November 8<sup>th</sup>, 2016 (\$25,884.42).

Sewer Rehabilitation work was completed for sewer infrastructure in four areas on the Eastern End of the Peninsula that were in failure mode and/or had history of sewer backups. The condition of the infrastructure was verified through CCTV inspections done by Ted Berry Company Inc. All rehabilitation work was completed by Gorham Sand and Gravel whose contract with City can be found in Appendix A. Pay requisitions are still being process and can be provided at a later date upon request. The streets and brief description of replaced infrastructure and costs to date are as follows:

- Montfort Street – 14 linear feet of 10 inch sewer pipe and 248 linear feet of 15 inch sewer pipe was replaced and completed by November 1<sup>st</sup>, 2016 (\$53,975.97 to date, pending change orders).
- O’Brion Street – 178 linear feet of 10 inch sewer pipe and 73 linear feet of 15 inch sewer pipe was replaced and completed by December 9<sup>th</sup>, 2016 (\$66,900.58 to date, not including paving).
- Locust Street – 81 linear feet of 8 inch sewer pipe and 192 feet of 10 inch sewer pipe was replaced and completed by September 21<sup>st</sup>, 2016 (\$83,536.40 to date, pending change orders).
- Congress Street – 100 linear feet of 8 inch sewer pipe, 50 linear feet of 10 inch sewer pipe and 11 feet of 15 inch sewer pipe was replaced and completed by November 9<sup>th</sup>, 2016 (\$55,271.65 to date).

The City is currently under contract with Flow Assessment Services to provide flow monitoring services for sanitary sewer flows. The data gathered within this contract will be utilized when the consultant begins Phase 1 of the Infiltration and Inflow program.

Copies of the readily available contracts, invoices, or pay requisitions related to this work are attached as **Appendix A**.

### ***Order Section IV.2.A – Sanitary Sewer Overflows***

What follows is a listing of all documented sanitary sewer overflow (SSO) as described in the Order, which have occurred since January 1<sup>st</sup>, 2016 through December 31<sup>st</sup>, 2016. SSO is defined for purposes of the Order as overflow, spill, or other release from the Collection System, including building/private property backups and dry-weather CSO outfall discharges.

During this period, there were eleven documented SSO events, eight of which were documented dry-weather SSO events, and three of which were documented wet-weather SSO events. All corrective actions were completed after the overflow was observed. Table 2 provides the listing of these events in chronological order, with the additional information as required in Section IV. Request for Information.

Table 2: SSO Detail \*

Date / Time	Location	Notification Source	Cause	Volume Released and Method to Estimate	Potential MS4 Impact	Potential Surface Water Impact	Volume Released to MS4 or Surface Water and Method to Estimate	Corrective Measures	DEP Reporting Date	Last Event – Same Location
1/23/2016 to 1/24/2016 Unknown start time, end time on 24 <sup>th</sup> 13:00	Barron Center – 1145 Brighton Avenue	Barron Center Staff	Grease from under maintained grease interceptor and Rags from cleaning and/or laundry	No estimate	Did not enter MS4. Closest downgradient basin is connected into sewer system.	Capasic Brook	None recorded	Blockage removed and entire downstream collection system cleaned. Staff contacted regarding grease interceptor condition and maintenance. Technical assistance provided for replacement of aging interceptor.	1/25/2016	None known
2/18/2016 Unknown start time and duration	33-35 Elmwood Street	Property Owner	Blockage caused by root ball	No estimate	None	None	None	Sewage backed up into basement due to root ball. Sewer main was rodded to remove blockage and the line was thoroughly cleaned. Segment will be added to root trouble list.	2/19/2016	None known
2/22/2016 Unknown start time, notified 15:30 on 2/22. End time 19:30	98 Webb Street	Property Owner	Pipe blocked by material buildup at root intrusion	No estimate	None	None	None	Vactor unit was used to hydraulically jet the line and relieve the surcharge. Additional jetting, root cutting and TV analysis was performed. Will be added to root intrusion maintenance list and possibly be lined.	2/23/2016	None known
2/22/2016 Unknown start time, notified 11:19 on 2/22. End time 19:00	1190 Forest Avenue	Property Owner	Debris, grease, and solids backed up by sewer obstruction.	No estimate	No catch basin downgradient of sump pump discharge. Closest potential basin (in flooded conditions) is approximately 75 feet away.	Capasic Brook	None recorded	Vactor unit used to clean sewers in Forest Avenue, Morrill Street and Bell Street. These segments will be inspected and cleaned on a semi-annual basis.	2/23/2016	None known
3/13/2016 to 3/14/2016 Unknown start time, notified mid-day on 3/14	75 Farragut Lane	Property Owner	8" sewer blockage caused by material caught on plastic marking stick (for plows).	No estimate	None	None	None	Plastic marker was removed and the sewer main was vacuumed out. This appears to be a one-time occurrence but the sewer was fully cleaned and inspected.	3/14/2016	None known
3/23/2016 Duration estimated to be greater than 24 hours	Barron Center – 1145 Brighton Avenue	Barron Center Staff	Pipe blocked by material buildup at root intrusion	No estimate	Did not enter MS4. Closest downgradient basin is connected into sewer system.	Capasic Brook	None	Vactor unit was used to hydraulically jet the line and relieve the surcharge. Additional jetting, root cutting and TV analysis was performed. Right of way access will be improved.	3/23/2016	1/25/2016
6/3/2016 Unknown start time, cleared by 19:00 on 6/3	1190 Forest Avenue	Property Owner	Grease accumulation downstream	No estimate	No catch basin downgradient of sump pump discharge. Closest potential basin if flooded is approximately 75 feet away.	Capasic Brook	None recorded	Vactor unit used to clean sewers in Forest Avenue, Morrill Street and Bell Street. These segments will be inspected and cleaned on a monthly basis. FOG compliance checks were done at surrounding businesses and led to two upgraded grease control units and maintenance contracts. Smart Cover installed upstream to alarm staff of potential blockages in Bell Street.	6/1/2016	2/22/2016

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Date / Time	Location	Notification Source	Cause	Volume Released and Method to Estimate	Potential MS4 Impact	Potential Surface Water Impact	Volume Released to MS4 or Surface Water and Method to Estimate	Corrective Measures	DEP Reporting Date	Last Event – Same Location
6/5/2016 21:00-22:00	Combined Sewer Manhole Maple Street at Commercial Street, York Street and Park Street	Field Crew	Heavy rain event	No estimate	Flow and street flooding was intense, but no signs of wastewater orientated debris. Closest downgradient basins vary but distance is less than 100 feet away.	Casco Bay	None recorded	Cover was reset. The system was televised for obstructions, but none were found. Pipe capacity appears to be insufficient to carry the short duration, intense rainfall events. This area will be a focus of Inflow and Infiltration Program.	6/6/2016	9/30/2015
7/25/2016 21:00, unknown duration	Combined Sewer Manhole York Street and Park Street, York Street and High Street	Field Crew	Short duration and high intensity rain event.	No estimate	Short duration with high intensity rain event, but no signs of wastewater orientated debris. Overflow ended up in catch basins at Commercial Street and High Street. Closest downgradient basins vary but distance is less than 100 feet away.	Casco Bay	None recorded	Cover was reset. The system was televised for obstructions, but none were found. Pipe capacity appears to be insufficient to carry the short duration, intense rainfall events. This area will be a focus of Inflow and Infiltration Program.	7/26/2016	6/5/2016
10/21/2016 20:00, unknown duration	Combined Sewer Manhole York Street and Park Street	Field Crew	Short duration and high intensity rain event.	No estimate	None observed. Short duration with high intensity rain event, but no signs of wastewater orientated debris. Closest downgradient basin is less than 100 feet away.	Casco Bay	None recorded	Cover was reset. The system was televised for obstructions, but none were found. Pipe capacity appears to be insufficient to carry the short duration, intense rainfall events. This area will be a focus of Inflow and Infiltration Program.	10/25/2016	7/25/2016
12/2/2016 Unknown start time, notified 17:55 on 12/2. End time 19:00	22 Murray Street	Property Owner	Pipe blocked by material buildup at root intrusion	No estimate	None	Fall Brook	None	Vactor unit was used to hydraulically jet the line and relieve the surcharge. CCTV identified root intrusion issue. Section will be replaced or relined. A smart cover was installed so system level trends can be monitored on a 24/7 basis.	12/3/2016	None known

\*Copy of the MaineDEP Non-Compliance Discharge Incident Reports, as prepared by the City are attached in **Appendix B**. A map of SSOs locations is available upon request.

### ***Order Section IV.2.B – Activities to measure effects to comply***

The City has worked diligently during 2016 to comply with the Order.

The City continues to improve its use of Cityworks, a computerized maintenance management software. With the completion of GIS data conversion to the Local Government Information Model, new GIS services were created and connected to Cityworks. The GIS services were then integrated into the work order and inspection templates within Cityworks. This allows for each work order or inspection to have a GIS asset associated with it. This will then allow for the lifecycle of the asset to be tracked over time. While this has been accomplished for sanitary sewer assets, Asset Management staff is currently completing the ability to incorporate pump station assets into Cityworks so that work orders and maintenance history can be tracked. The City is also still working on integrating the equipment, labor and materials into Cityworks.

Asset Management staff worked with Woodard and Curran to update the risk analysis model to recalculate the consequence of failure, likelihood of failure, and risk for all of the sanitary sewer pipes within GIS. Previously, this update was completed solely by Woodard and Curran, whereas in 2016 a majority of the work was done by the Asset Management team. This effort is more robust than the previous analysis as our GIS data has been greatly improved with the work done described in Order Section IV.2.C – Collection System Mapping. Pump Station risk analysis was completed by Woodard and Curran with updated information from the work and maintenance done during 2016. While capital improvement projects are planned for priority areas, repair and replacement work is completed as issues are found through inspections via CCTV work as evidenced in the multiple point repairs and sewer pipe replacement done in 2016.

A new CCTV truck was delivered in the late fall of 2016 and includes ITpipes software. The City is continuing the process of training operators on how the ITpipes software integrates with GIS and Cityworks and how to utilize the new camera technology for pipe and manhole inspections. Full incorporation of the truck in Operations and Maintenance work is planned for 2017.

While incorporated into the Rules and Regulations for Use of the Sewer System in the summer of 2015, the Fats, Oils, and Grease (FOG) program began full implementation July 2016. Compliance inspections and requirements are now being enforced by the Health Department. Maintenance record review and equipment inspection has been incorporated into standard health inspections. Since the program was fully implemented, approximately 250 inspections have been completed. Much of the follow up work, if required, is conducted by Water Resources staff and generally involves providing maintenance information or technical support for equipment upgrades. From an administrative perspective, the FOG program continues to be integrated into the building permit and business licensing processes for any new food service establishments or existing establishments that are changing hands. By being incorporated into the permit and license process, FOG program requirements are enforced and equipment installed prior to final approval for construction or business license approval.

The City has begun to use Smart Cover technology upstream of two locations that have experienced blockages which led to Sanitary Sewer Overflows this year. The Smart Cover will send an alarm to Operations staff when the flow at the manholes begins to rise to a pre-determined height, indicative of a sewer back-up downstream. One location, located in Morrill's Corner, has a very deep sewer that has experienced grease and wipes issues due to sags in the pipe. The replacement of the pipe segment in Bell Street has been identified as Capitol Improvement Project in Fiscal Year 2018. The second location, located in Murray Street had a SSO due to root intrusion issues. The sewer will be relined or replaced to take care of future root issues but in the meantime, the Smart Cover will alert Operations Staff if the sewer begins to

back up. An additional ten Smart Covers are currently requested in the Operating Budget for Fiscal Year 2018. Besides purchase of the covers, there is an annual fee for the reporting of flow information to the cloud.

### ***Order Section IV.2.C – Collection system mapping***

The Asset Management Program has made great strides in improving the City's ability to update the Collection System GIS database through the successful integration of ITpipes and Cityworks to the GIS database. Since December 2015, an Asset Management and Information Specialist was employed and in 2016 the Water Resources division hired an Asset Management technician with a primary duty of entering in collection system mapping updates from As-builts, field observations, inspection reports and aerial imagery. The Asset Management team works closely with both the Engineering team and Operation and Maintenance team of Water Resources along with contractors, to improve the quality of data that is already installed or has been recently constructed. To achieve this level of improvement, the following work was completed in 2016:

2016 was the first full year that the City fully utilized unique facility IDs. In 2015 the data conversion process with ESRI to convert all of the City's existing sewer and stormwater GIS data to ESRI's Local Government Information Model was completed. As part of this conversion the City has set up a tool called Attribute Assistant to allow for auto-generation of sequential facility ID's so that each asset in the sewer and stormwater GIS has a unique identifier. The unique ID's are used in every aspect of updating the GIS through web mapping using ArcGIS online, Cityworks and ITpipes.

Sanitary sewer pipe information within GIS has improved with the use of ITpipes software which allows for a seamless transition of inspection data into the GIS database. The GIS tools that are part of ITpipes allows for the pipe segments current asset data in GIS to be available for the CCTV inspector so that the inspector does not need to enter in the pipe segment data each time the inspector inspects a pipe. After an inspection is done, asset data is transferred to GIS. This was utilized by the Ted Berry Company who completed inspections of the sanitary sewer system to meet the 6% requirement plus additional footage for segments that National Water Main did not complete under their contract. The total amount from the Ted Berry Company Inc. contract was 103,469 feet of sewer pipe in 2016. This footage represents roughly 8% of the sanitary sewer system.

To further utilize ITpipes and previous inspection data, the City took delivery of an ITpipes database data conversion project that was performed by the Ted Berry Company Inc. in the spring of 2016. This conversion project included CCTV inspections for 2008 through 2015. There were approximately 1500 sewer/stormwater lines that were converted into the ITpipes database format to include conversions from the old Facility ID numbers to the new Facility ID numbers to allow for a seamless transition into the City's GIS database. There were approximately 2,150 individual pipe inspections for this project. The asset and inspection data was then taken from the Ted Berry project and merged into the City's ITpipes Master Database. Once the data was merged into the master database, ITpipes GIS tools were then used to push the asset information from ITpipes to the City's GIS database updating the material type, diameter and any other asset information that is applicable. This data conversion and subsequent data merge has helped to decrease the amount of NULL data that was in the City's GIS database which will now allow the City to perform better analysis on our GIS data.

Map updates are ongoing and we would be pleased to provide a GIS copy of the most current system map upon request.

### ***Order Section IV.2.D – Collection System Budgets***

Attached in **Appendix C** is copy of the FY17 Sewer Enterprise Fund Operations & Maintenance Budget and Capital Budget from the City's operating "Sewer Fund" budgets, for the period beginning July 1, 2016 through June 30, 2017. The City's Sewer Enterprise Fund generates revenue from all users of the system who pay monthly or quarterly fees, based on water volume. Capital projects including repair and replacement of sanitary sewer infrastructure are funded through this Sewer Enterprise Fund as well, with financing using the State Revolving Loan Fund and City bonds. Combined Sewer Overflow abatement is funded through the Sewer Enterprise Funds. Collection System operations and maintenance budget is specifically described in the Enterprise Fund Budget as Sewer Districting (31-12); further breakdown of that budget is attached in **Appendix C** as Sewer Utility Districting General Fund/Operating Budget, along with FY16 Sewer Districting Expenditures Explanatories. Please note that the attached reports provide "life-to-date" data.

Additionally, attached in **Appendix C** is the City of Portland FY17 Capital Improvement Plan Project to Date report, limited to those pages including sewer related projects.

### ***Order Section IV.2.E – Infiltration and Inflow Reduction Measures***

The City has recently accepted five proposals for the Infiltration and Inflow Program. The program is anticipated to begin in the spring of 2017 after a consultant is chosen. Currently, three of the five consultants have been shortlisted and will be invited to provide a presentation and be interviewed for selection to run the program. These presentations are scheduled for January 31<sup>st</sup> and February 1<sup>st</sup>, 2017. The selection committee includes the City of Portland Department of Public Works Director, the Water Resources Manager, the Compliance Coordinator, the Finance Director, and the Operations Manager for the Portland Water District. A total of \$1,800,000 has been budgeted for the Infiltration and Inflow program over three fiscal years, as follows:

FY17 - \$750,000  
FY18 – \$260,000  
FY19 - \$790,000

Currently, the Infiltration and Inflow program is a three phase program. Phase 1 work will identify data gaps in the City's previous modeling, flow monitoring, and GIS system. Excessive Infiltration and Inflow will be identified as well. Phase two work will further identify sources of Infiltration and Inflow in previously identified areas. Phase three will provide a Wastewater Collection System Analysis and Action plan for mitigation work. The City is open to innovative methods for determining Inflow and Infiltration and looks forward to beginning the program with a qualified and experienced consultant.

Sewer replacement projects which limited infiltration and inflow can be found in section IV. 2 Correction Action Plan Related Contracted Work.

### ***Order Section IV.2.F – Easement maintenance program***

The City's Easement Maintenance Program is designed to protect public health and the environment by focusing on locating lost or buried manholes; the City periodically clears easements of trees and re-growth to prevent tree root penetration into sewer lines. The goal of the program is for line segments to be cleared on a regular interval, dependent upon site conditions. The City utilizes Public Works Survey staff to flag the easements prior to initiating clearing activities. The maintenance program includes, mowing, selective vegetation removal and tree cutting, and as required, use of EPA-approved spot herbicide applications.

In 2016, the City maintained sewer easements in two watershed areas. In the Fall Brook watershed, the sewer easement along the 72" interceptor between Ray Street and Maine Avenue was cleared. In the Capisic Brook Watershed, City staff maintained the sewer easement along the West Side Interceptor between Brighton Avenue and Holm Street.

Public Works Survey Staff continue to assist in easement maintenance by providing research of property deeds and ownership along with flagging of the right of ways. Current research areas are for additional lengths of the West Side Interceptor, between Warren Avenue and Brighton Avenue, and the Presumpscot North Interceptor, between Riverside Street and Riverside Industrial Parkway.

### ***Order Section IV.2.G – Projected measures***

In addition to the ongoing work described within this Annual Report and as outlined in the approved CMOM Corrective Action Plan Implementation Schedule, the following activities will be completed by December 31<sup>st</sup>, 2017:

Sewer rehabilitation projects through the use of cured-in-place-pipe products and sewer replacement will be completed. \$1,100,000 is budgeted for each fiscal year. Fiscal year 2016 funding is being utilized to line large diameter pipes in Fore and India Street. Lining will also be completed for sewer infrastructure in High Street and Vaughn Street where point repairs have been completed. FY16 funding projects will utilize ultra-violet curing methods, a first for the City of Portland. This project is currently in the contract award phase. FY 17 and FY18 sewer rehabilitation projects will likely include a combination of traditional CIPP and sewer replacement. Future pipe rehabilitation will be based on priority areas, condition assessments, and in segments identified in the SSO reports found in Appendix B. The reporting period for 2017 will likely have projects utilizing FY 16, FY 17, and FY 18 funding.

In addition to the sewer lining projects described above, multiple sewer rehabilitation and/or replacement projects are anticipated to begin construction during 2017 and include the following:

Roughly 1,100 linear feet of 6 inch vitrified clay pipe sanitary sewer with 8" PVC will be replaced in Powsland Street.

Roughly 620 linear feet of 8 inch vitrified clay pipe sanitary sewer with 8" PVC will be replaced in Mitton Street.

Roughly 1,800 linear feet of sanitary sewer pipe will be replaced and over 1,400 linear feet of storm drainage pipe will be installed in a sewer separation project located in Madison Street, Walnut Street, and Washington Avenue.

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Roughly 950 linear feet of 10 inch PVC sanitary sewer pipe will be replaced within Bell Street.

Multiple sewer separation projects are anticipated to begin construction during 2017 and include the following:

Woodford Street – This project is a sewer separation project in an area that currently contributes to combined sewer overflows into the Back Cove. The project will separate the entire stretch of Woodford Street from Forest Avenue through Barrows Park.

Rowe Avenue – This project is a two phase sewer separation project that is anticipated to reduce combined sewer overflows and to potentially close Combined Sewer Overflow 39. The first phase will be the installation of a separate storm drain within Rowe Avenue to capture street runoff and a wetland area that is currently drained to the sanitary sewer system. This project will also route stormwater from a severely eroded outfall to a different outfall and provide a gravel access road to the sanitary sewer infrastructure at the overflow structure. The second phase of the project is a larger separation project of sections of Brighton Avenue, Lemond Street, Warwick Street, and Dorset Street to an existing outfall in Meriline Avenue.

Pump Station projects identified in the CMOM report will begin construction in 2017 and are as follows:

Curtis Road Pump Station Comprehensive Upgrade – All aspects of the pump station except the wet well will be replaced and upgraded based on a recommendation from a Business Case Study done by Woodard and Curran which considered eliminating the station in favor of nearby pump station. The Business Case Study was done to ensure that the all options within the CMOM report were thoroughly evaluated to allow the City to make an informed decision. The City is looking to incorporate a Design-Build process to complete this project, though it is not anticipated that the upgrade will be completed by the July 1, 2017 deadline given in the CMOM Corrective Action Plan Implementation Schedule.

Riverton Pump Station Renewal – This pump station will received a renewal project to replace the pumps, controls, logic controls, and backup generator.

Franklin Street Pump Station – Upgrades to this pump station include the cooling water system, MCC, and Pump 3. This station was originally planned on being eliminated as part of the design of a 3.5 million gallon storage conduit, known as Back Cove South, to be installed within Marginal Way. After receiving 90% plans for the Back Cove South conduit and considering the estimated cost of construction, the decision was made to reconsider the location of the conduit. For these reasons, the deadlines given in the CMOM Corrective Action Plan Implementation Schedule will not be met, but the City will ensure that the pump station receives necessary upgrades.

A consultant will be chosen for the Inflow and Infiltration Program and will begin Phase 1 in 2017. Work expected to be completed in 2017 as part of Phase 1 includes a GIS gap analysis and flow monitoring study to identify areas of excessive Inflow and Infiltration.

A hydraulic excavator (Kamatsu PC138USLC-10) has been ordered and will be utilized to clear right-of-ways. Additional lengths of the easement along the West Side Interceptor and the Presumpscot North interceptor between Riverside Street and Riverside Industrial Parkway will be cleared.

The FOG program will continue to be enforced with additional efforts being made to incorporate FOG requirements into business license renewal. It is anticipated that over 700 restaurant inspections will be completed by the Health Department in 2017.

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**SUMMARY**

We appreciate the opportunity to have submitted this CMOM Program Implementation Annual Report for the period ending December 31, 2016.

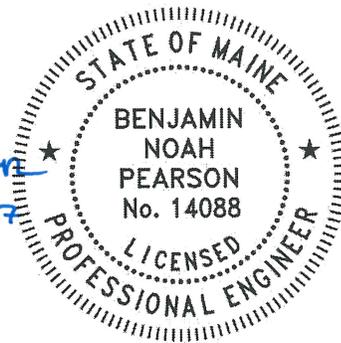
Should you have any questions, comments or need any additional information, please do not hesitate to contact Nancy Gallinaro, Water Resources Manager, at 207-874-8817.

Sincerely,

CITY OF PORTLAND

*Benjamin Pearson*  
1/27/2017

Benjamin Pearson, P.E.  
Compliance Coordinator



BSS/aea

Attachment(s)

cc: Jon Jennings, City of Portland, City Manager  
Anita LaChance, City of Portland, Deputy City Manager  
Christopher Branch, City of Portland, Director of Public Works  
Kathi Earley, City of Portland, City Engineer  
Nancy Gallinaro, City of Portland, Water Resources Manager  
Danielle West Chuhta, City of Portland, Corporation Counsel  
Brad Roland, City of Portland, Senior Project Engineer  
Stuart Rose, MaineDEP WQM-Southern Region  
Michael Wagner, Senior Enforcement Counsel, USEPA

**AGREEMENT BETWEEN THE  
CITY OF PORTLAND  
AND  
TED BERRY COMPANY, INC.**

**THIS AGREEMENT** is entered into as of the 27<sup>th</sup> of October, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the “**CITY**”), and **TED BERRY COMPANY, INC.**, a Maine corporation with a mailing address of 521 Federal Road, Livermore, Maine 04253 (hereinafter the “**CONTRACTOR**”).

**WITNESSETH:**

**WHEREAS**, the **CITY** is in need of an internal examination and cleaning of its sewer system and did advertise for Request for Bids #2116 entitled “2016 Condition Assessment of Sewer System,” (hereinafter, the “Request for Bids”), a copy of which is attached as Exhibit A and made a part hereof; and

**WHEREAS**, the **CONTRACTOR** has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services, dated October 13, 2015, (hereinafter, the “Proposal”), a copy of which is attached as Exhibit B and made a part hereof; and

**WHEREAS**, after due consideration of all the Bids, the **CITY** did award the bid to the **CONTRACTOR**;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor (hereinafter the “Work”) in accordance with the specifications contained in the Request for Bids issued to the Contractors under date of September 23, 2015 by the Purchasing

Manager of the City of Portland, and also in accordance with the **CONTRACTOR's** Proposal.

The restatement in this document of any term of the Request for Bids or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Bids or the Proposal and this document, then this document shall govern; and the Request for Bids shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. The **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by the **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.
3. Prior to the execution of this Agreement, the **CONTRACTOR** will procure and maintain Automobile Insurance and General Public Liability Insurance coverage in amounts of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Liability Insurance, the **CONTRACTOR** will provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. The **CONTRACTOR** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from insurance provider or agent.
4. The **CONTRACTOR** shall furnish to the **CITY**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the **CITY**. The Bonds shall remain in effect for one year after final acceptance of the Work, and protect the **CITY** for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment.

5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable. **CONTRACTOR**'s obligations under this paragraph shall survive termination of this Agreement.
6. Prior to any payment, the **CITY** reserves the right to require Waivers of Lien for materials and labor from the **CONTRACTOR** and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to the **CITY** to indemnify it against any lien and as a substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing, including, but not limited to, reimbursement of the **CITY**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien.
7. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice.
8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract to the **CONTRACTOR**, which will commence work starting ten (10) days from the execution of the contract and complete the entire work by June 30, 2015. The time set for such completion may be extended only by written consent of the Director of the Department of Public Services or his or her designee (hereinafter, the "Director"). At the City's option, this Agreement may be extended for two additional one-year terms.
9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director will be final and binding.

10. For performance of all the terms and conditions of this Agreement, the **CITY** will pay the **CONTRACTOR** a price not to exceed Two Hundred Fourteen Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents (\$214,862.50) as set forth in the Proposal.
11. Payment shall be in accordance with the Request for Bids – Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the **CITY** may determine or may withhold, including but not limited to liquidated damages in accordance with general conditions:
  - a. 95 percent of work completed (with balance being retainage); and
  - b. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)Upon substantial completion, the **CITY** shall pay an amount sufficient to increase total payments to the **CONTRACTOR** to 98 percent of the work completed, less such amounts as the **CITY** shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained until the Work is accepted by the City.
12. The **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such Work shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Directors.
13. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, the **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
14. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the **CONTRACTOR**. If the Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
15. Out of concern for the public, **CITY** employees and the **CONTRACTOR**'s employees, all work performed by the **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.
16. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

17. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
18. **CITY** and **CONTRACTOR** each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

**IN WITNESS WHEREOF**, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **TED BERRY COMPANY, INC.** has caused this Agreement to be signed and sealed by Matthew Timberlake, its President, thereunto duly authorized, the day and date first above written.

**WITNESS:**

  
\_\_\_\_\_

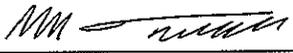
**CITY OF PORTLAND**

By:   
\_\_\_\_\_  
Jon P. Jennings  
Its City Manager

**WITNESS:**

  
\_\_\_\_\_

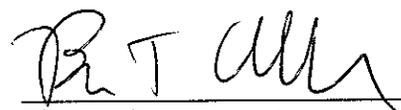
**TED BERRY COMPANY, INC.**

By:   
\_\_\_\_\_  
Matthew Timberlake  
Its: President

Approved as to form:

  
\_\_\_\_\_  
Corporation Counsel's Office

Approved as to funds:

  
\_\_\_\_\_  
Finance Department



**CITY OF PORTLAND, MAINE**

**DEPARTMENT OF PUBLIC SERVICES**

**CONTRACT, NOTICE AND SPECIFICATIONS**

**for**

**2016 Condition Assessment of the Sewer System**

**Bid Number: 2116**

**September 23, 2015**

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**ADVERTISEMENT: NOTICE TO CONTRACTORS**

Bid No. 2116  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES

**PROJECT: 2016 Condition Assessment of Sewer System**

Sealed bids, addressed to Purchasing, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, and endorsed on the outside of the envelope with the name of the Bidder, Project Name and Bid number will be received until 3:30 PM (prevailing time) on **Thursday, October 15, 2015**, at which time they will be publicly opened and read.

**PROJECT LOCATION:** Various Streets in Portland, Maine.

**OUTLINE OF WORK:** The project includes, but, is not limited to the following items:

1. *Perform Closed-Circuit Television (CCTV) inspection of approximately 87,000 feet of sewer main varying from 6" to 72".*
2. *The work includes cleaning, grinding of protruding service connections, root cutting, and disposal.*
3. *Perform CCTV inspection of approximately 400 sewer manholes. .*
4. *Rate all sewer mains and manholes using Pipeline Assessment and Certification Program (PACP), Manhole Assessment & Certification Program (MACP), and Lateral Assessment & Certification Program (LACP) Developed by the National Association of Sewer Service Companies (NASSCO)*
5. *Final reporting and database must be compatible with the cities asset management software (CityWorks).*
6. *Work must be complete including deliverables by **June 30, 2016***

**GENERAL INFORMATION**

Specifications and proposal forms may be obtained from the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine (phone 207-874-8654, fax 207-874-8652 or e-mail [mff@portlandmaine.gov](mailto:mff@portlandmaine.gov)). Each prospective bidder will be required to obtain from the City each copy of the proposal form and plan set. Partial sets will not be issued. Late, unsigned bids or bids submitted electronically shall not be accepted. Bids shall remain open to acceptance for thirty days from their opening

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this bid.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

CITY OF PORTLAND, MAINE by: Office of Budget & Purchasing

**NOTICE TO CONTRACTORS**

Bid No. 2116  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES

**2016 Condition Assessment of Sewer System**

Sealed bids for the above named project, addressed to Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received until **3:30 PM on Thursday, October 15, 2015**, at which time they will be publicly opened.

All questions shall be directed in writing **ONLY** to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or E-mail [mff@portlandmaine.gov](mailto:mff@portlandmaine.gov)). Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

**SUBMISSION OF BIDS**

Late, unsigned bids or bids submitted electronically shall not be accepted. Bids shall remain open to acceptance for thirty days from their opening.

**INSURANCE**

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$500,000 per person, for bodily injury, death and property damage, protecting the Contractor and the City, and *naming the City as an additional insured* from such claims, and shall also procure Workers' Compensation insurance. The City disclaims any and all responsibility for injury to Contractors, their agents or others while examining the job or at any other time.

**PERFORMANCE AND PAYMENT BOND**

The Contractor shall supply the City with a Performance Bond, and Labor and Material Payment Bond, each in the amount of the contract price, guaranteeing one hundred percent (100%) performance of the contract, including the guarantee period, and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State law.

**LIEN WAIVERS**

Prior to any payment by the City, the Contractor may be required to supply the City with a Waiver of Lien – Material and Labor for the total awarded contract cost, guaranteeing payment in full for all labor and materials used or required in connection with the work described in this bid. The City may also require waivers of lien, signed by individual subcontractors and materials suppliers, with requests for progress payments.

Any mechanic's lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the City) and promptly discharged by the Contractor at its own expense. If the Contractor should fail either to defend the City against the lien or to discharge it, then the City may do so at the Contractor's expense. In the event of such an undertaking by the City, the Contractor will promptly reimburse the City for all its costs and expenses in so doing including, but not limited to, reimbursement of the City's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

## **TAXES**

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use tax and from all Federal Excise taxes. Each bidder shall take this exception into account in calculating his bid price for the work.

## **CONTRACTOR RESPONSIBILITIES**

The Contractor shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. Work shall be conducted in an orderly manner and all work shall be performed in accordance with best trade policy and in conformance with pertinent OSHA, Local, State and Federal Government regulations. Contractors will be responsible for acquiring all necessary permits, licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein.

The Contractor shall erect, and maintain at all times, any and all safeguards necessary for the protection of life and property of all maritime, pedestrian and vehicular traffic, where applicable.

## **EQUAL OPPORTUNITY PROVISIONS**

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37.

## **BASIS OF AWARD**

Contract shall be awarded to the responsible bidder whose bid, complying with conditions and requirements provided in this Notice and bid form, is the lowest total base bid as identified on the bid form

## **REJECTION OF BID**

The City of Portland, Maine, reserves the right to reject any and all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate any bidder's qualifications, capability to perform, availability, past performance record and to verify that bidders are current in their obligations to the City.

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this bid.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

It is the custom of the City of Portland, Maine, to pay its bills 30 days after completion and acceptance of the work, and the receipt of properly documented invoices for that work covered under the contract. In submitting applications under these specifications, applicants should take into account all discounts, both trade and time, allowed in accordance with this payment policy and quote a net price.

September 23, 2015

Matthew F. Fitzgerald  
Purchasing Manager

**BID**

Bid No. 2116  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES

**2016 Condition Assessment of Sewer System**

Proposal of \_\_\_\_\_  
Name

Address \_\_\_\_\_

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual, the "Name of Firm or Partnership" in the case of a firm or partnership, or the "Name of Bidder" in the case of a corporation.

TO: Matthew Fitzgerald, Purchasing Manager  
City Hall, Room 103  
389 Congress Street  
Portland, ME 04101

Dear Mr. Fitzgerald:

The undersigned, having carefully examined the site of the work, the Plans, the Standard Specifications, including all current amendments or revisions thereof, the Supplemental Specifications, Special Provisions, Contract Agreement and Contract Bonds contained herein for the above project, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items" submitted by the undersigned.

This Bid may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

The pay items with quantities marked with an asterisk (\*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

**2016 CONDITION ASSESSMENT OF SEWER SYSTEM BASE BID FORM**

6" Pipe Size	Item #	Item	QTY	Unit Price (\$)	Pay type	Total Price (\$)
	1	Light Cleaning <25%	350		Per Foot	
	2	CCTV Inspection	350		Per Foot	
<b>8" Pipe Size</b>						
	3	Light Cleaning <25%	3,700		Per Foot	
	4	Heavy Cleaning >25%	1,300		Per Foot	
	5	CCTV Inspection	5,000		Per Foot	
<b>9" &amp; 10" Pipe Size</b>						
	6	Light Cleaning <25%	12,700		Per Foot	
	7	Heavy Cleaning >25%	150		Per Foot	
	8	CCTV Inspection	12,850		Per Foot	
<b>12" Pipe Size</b>						
	9	Light Cleaning <25%	15,900		Per Foot	
	10	Heavy Cleaning >25%	1,000		Per Foot	
	11	CCTV Inspection	16,900		Per Foot	
<b>14" &amp; 15" &amp; 16" Pipe Size</b>						
	12	Light Cleaning <15%	8,500		Per Foot	
	13	Heavy Cleaning >15%	700		Per Foot	
	14	CCTV Inspection	9,200		Per Foot	
<b>18" Pipe Size</b>						
	15	Light Cleaning <15%	11,700		Per Foot	
	16	Heavy Cleaning >15%	1,150		Per Foot	
	17	CCTV Inspection	12,850		Per Foot	
<b>20" Pipe Size</b>						
	18	Light Cleaning <15%	1,700		Per Foot	
	19	Heavy Cleaning >15%	100		Per Foot	
	20	CCTV Inspection	1,800		Per Foot	
<b>24" Pipe Size</b>						
	21	Light Cleaning <15%	6,400		Per Foot	
	22	Heavy Cleaning >15%	1,900		Per Foot	
	23	CCTV Inspection	8,300		Per Foot	
<b>27" Pipe Size</b>						
	24	Light Cleaning <10%	400		Per Foot	
	25	Heavy Cleaning >10%	100		Per Foot	
	26	CCTV Inspection	500		Per Foot	
<b>30" Pipe Size</b>						
	27	Light Cleaning <10%	4,500		Per Foot	
	28	Heavy Cleaning >10%	100		Per Foot	
	29	CCTV Inspection	4,600		Per Foot	
<b>36" Pipe Size</b>						
	30	Light Cleaning <10%	1,400		Per Foot	
	31	Heavy Cleaning >10%	100		Per Foot	
	32	CCTV Inspection	1,500		Per Foot	
<b>42" Pipe Size</b>						
	33	Light Cleaning <10%	4,000		Per Foot	
	34	Heavy Cleaning >10%	100		Per Foot	
	35	CCTV Inspection	4,100		Per Foot	
<b>48" Pipe Size</b>						
	36	Light Cleaning <10%	3,000		Per Foot	
	37	Heavy Cleaning >10%	100		Per Foot	
	38	CCTV Inspection	3,100		Per Foot	

**2016 CONDITION ASSESSMENT OF SEWER SYSTEM BASE BID FORM**

6" to 12" Pipe Size	Item #	Item	QTY	Unit Price (\$)	Pay type	Total Price (\$)
	39	Root Cut Meduim RM & RB < 3 Joints	20		Per Each	
	40	Root Cut Heavy RB 3 or > 3 Joints	5		Per Each	
	41	Lateral Cuts Excluding DIP, SP, CAS	50		Per Each	
<b>14" to 24" Pipe Size</b>						
	42	Root Cut Meduim RM & RB < 3 Joints	20		Per Each	
	43	Root Cut Heavy RB 3 or > 3 Joints	5		Per Each	
	44	Lateral Cuts Excluding DIP, SP, CAS	25		Per Each	
<b>27" to 36" Pipe Size</b>						
	45	Root Cut Meduim RM & RB < 3 Joints	20		Per Each	
	46	Root Cut Heavy RB 3 or > 3 Joints	5		Per Each	
	47	Lateral Cuts Excluding DIP, SP, CAS	5		Per Each	
<b>Misc.</b>						
	48	Manhole inspection and report	400		Per Each	
	49	Traffic control	1,000		Per Hour	
	50	Deliverables	1		LS	
	51	GIS analyst	40		Per Hour	
	52	Sewer Line Acoustic Assessment	5,000		Per Foot	
<b>Total Amount of Bid Written And In Numbers Based On Estimate of Quantities - Basis of Award</b>						
(Written)						

**PROPOSAL FORM  
2016 CONDITION ASSESSMENT OF SEWER SYSTEM**

**BID # 2116**

**\*\* THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL \*\***

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.  
The bidder acknowledges the receipt of Addenda numbered: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

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

E-MAIL ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:  
\_\_\_\_\_

STATE OF INCORPORATION, IF APPLICABLE: \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER (Required): \_\_\_\_\_

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

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

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, Revision of December 2002.

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete it within the time limits given in the Special Provisions.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

“The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known.”

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Acknowledgement of Receipt of Addenda:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Social Security Number \_\_\_\_\_

(Signatures for a Firm, Partnership or Corporation on next page.)

BID (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ SS No. or Tax I.D. Number \_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

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

IF A CORPORATION, SIGN HERE

Name of Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
(Name) (Title)

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ SS No. or Tax I.D. Number \_\_\_\_\_

Incorporated under the Laws of the State of \_\_\_\_\_

Names and Addresses of Officers of the Corporation:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_ ss

Before me, personally appeared \_\_\_\_\_ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

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

\_\_\_\_\_  
Notary Public - Signature and Seal

ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

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\_\_\_\_\_ (date)

The above is a true copy of the records of the \_\_\_\_\_ Corporation, which records are in my legal custody.

\_\_\_\_\_ Officer having custody of the records

\_\_\_\_\_ ss

Before me appeared, \_\_\_\_\_, \_\_\_\_\_ of the \_\_\_\_\_ Corporation, and made oath that the above statement is true.

\_\_\_\_\_ Notary Public - Signature and Seal

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows:  
(In case of Corporation, include and identify President, Treasurer, Manager)

_____	_____
_____	_____
_____	_____

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION  
BEFORE SUBMITTING BID

	Name and Address of Materials Supplier	Materials to be Supplied
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____

This is a Sample Contract or Agreement ONLY; the final terms and conditions in the actual Agreement will be determined by the City's Corporation Counsel Office, and may contain additional provisions.

**SAMPLE AGREEMENT**  
BETWEEN THE CITY OF PORTLAND  
AND

\_\_\_\_\_

**AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and \_\_\_\_\_, a corporation with a mailing address of \_\_\_\_\_ (hereinafter the "**CONTRACTOR**").

**W I T N E S S E T H**

**WHEREAS**, the **CITY** did advertise for Requests for Bids by Bid #2116 titled 2016 Condition Assessment of Sewer System; and

**WHEREAS**, the **CONTRACTOR** did under date of \_\_\_\_\_, 2015, submit a bid for such work; and

**WHEREAS**, after due consideration of all of the bids the **CITY** did award the bid to the **CONTRACTOR**; and

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

- 1) The **CONTRACTOR** will furnish the materials, supplies, equipment and labor and will perform all work required to construct separated storm and sewer infrastructure (hereinafter the "Work"), in accordance with the specifications contained in the Notice and Specifications issued to the Contractors under date of September 23, 2015 by the Purchasing Manager for the City of Portland, and also in accordance with **CONTRACTOR's** Proposal dated \_\_\_\_\_.

A copy of said Notice and Specifications, including all items in TABLE OF CONTENTS, and **CONTRACTOR's** Proposal are attached to this Agreement and made a part hereof as Exhibits A and B respectively. The restatement of any of the terms contained in the Notice and Specifications or Proposal shall not be deemed to waive any terms not so restated. If a disagreement is found between the said attachments and this document, then this document shall govern; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

- 2) **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the attachments hereto, all Work provided hereunder shall be warranted by **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect. **CONTRACTOR** shall perform in compliance with all applicable federal, state and local laws and rules and shall obtain at its own cost all necessary permits.
- 3) Prior to the execution of this Agreement, the **CONTRACTOR** will procure and maintain Automobile Insurance and General Public Liability Insurance coverage and coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Workers' Compensation Insurance coverage. With respect to the Liability Insurance, the **CONTRACTOR** will provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The **CONTRACTOR** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from insurance company or agent.
- 4) The **CONTRACTOR** shall furnish to the **CITY**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the **CITY**. The Bonds shall remain in effect for one year after final acceptance of the Work, and protect the **CITY** for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment.
- 5) To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
- 6) Prior to any payment, the **CITY** reserves the right to require Waivers of Lien for materials and labor from the **CONTRACTOR** and its subcontractors and suppliers

guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to the **CITY** to indemnify it against any lien and as a substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTOR's** expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing, including, but not limited to, reimbursement of the **CITY's** reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien.

- 7) The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice.
- 8) Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract to the **CONTRACTOR**, which will commence work within ten (10) calendar days of the date specified in that Notice. The **CONTRACTOR** agrees to complete the entire work within ninety (90) days from the time work commences. The time set for such completion may be extended only by written consent of the Director of Public Services or designee.
- 9) In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director of Public Services or designee will be final and binding.
- 10) For performance of all the terms and conditions of this Agreement, **CITY** will pay **CONTRACTOR** \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).00).
- 11) Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the **CITY** may determine or may withhold, including but not limited to liquidated damages in accordance with general conditions:
  - a. 95 percent of work completed (with balance being retainage); and
  - b. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)

Upon substantial completion, the **CITY** shall pay an amount sufficient to increase total payments to the **CONTRACTOR** to 98 percent of the work completed, less such amounts as the **CITY** shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained until accepted by the **CITY**.
- 12) The **CONTRACTOR** shall keep accurate records of all Work performed and furnished under this Agreement and shall submit such information on monthly invoices.

Payment for such Work shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Director of Public Services or designee.

- 13) The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
- 14) The **CITY** shall have the right to terminate this Agreement at any time for its convenience on (30) day prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for all Work performed and all materials purchased pursuant to this agreement prior to receipt of such Notice.
- 15) Out of concern for the public, **CITY** employees and **CONTRACTOR**'s employees, all work performed by **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.
- 16) This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

**IN WITNESS WHEREOF**, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by \_\_\_\_\_, its Acting City Manager, thereunto duly authorized, and \_\_\_\_\_ has caused this Agreement to be signed and sealed by \_\_\_\_\_, its \_\_\_\_\_ thereunto duly authorized, the day and year first above written.

**WITNESS:**

**CITY OF PORTLAND**

\_\_\_\_\_

By: \_\_\_\_\_  
Jon Jennings  
Its City Manager

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its (Title)

Approved as to form:

Approved as to funds:

\_\_\_\_\_  
Corporation Counsel's Office

\_\_\_\_\_  
Finance Department

**SAMPLE CONTRACT ADDENDUM**

**ADDENDUM #X**

**To Contract Documents For:**

**City of Portland Bid Number:**

**Project Dated:**

**Current Date: XXXX**

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

\*\*\*\*\*

**ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.**

\*\*\*\*\*

**MATTHEW F. FITZGERALD  
PURCHASING MANAGER**

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**NOTE: Questions and Answers are listed on the following pages.**

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Receipt of **Addendum No. X** to the City of Portland's **BID #**\_\_\_\_\_:

\_\_\_\_\_ is hereby acknowledged.

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME & TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ Zip Code

**SAMPLE NOTICE OF AWARD**

Date

Addressee

RE: NOTICE OF AWARD

Dear

Your firm has been awarded the contract for the subject project for your total low bid of \$\_\_\_\_\_. This letter will serve as notice of award and that the contract documents are ready for signature.

A pre-construction conference will be scheduled for a later date, in the Engineering Office, 55 Portland Street. Please be prepared to execute the contract within twelve (12) calendar days of this letter, as per the contract documents. You must have your firm's corporate seal on your person at the time of execution.

Separate performance and payment bonds in the full amount of the bid and the following insurance certificates shall be executed and presented for approval: insurance coverages for Contractor's Public Liability Insurance shall have \$1,000,000 limits. The standard Certificate of Insurance forms shall have the cancellation statement edited. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out. Evidence of proper Workers' Compensation Insurance and Blast Damage Insurance, if applicable, must also be presented for approval.

Should you have any questions pertaining to the above, please contact me at 874-8846.

Very truly yours,  
CITY OF PORTLAND

Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged and a copy returned to the City of Portland.

By \_\_\_\_\_ Title \_\_\_\_\_

This, the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**SAMPLE NOTICE TO COMMENCE WORK**

Date

Addressee

RE: NOTICE TO COMMENCE WORK

Dear

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 2015, on or before \_\_\_\_\_, 2015, and you are to complete the work by \_\_\_\_\_, 2015 with finish paving complete by \_\_\_\_\_, 2015. The date of completion of all work is therefore \_\_\_\_\_.

Very truly yours,  
CITY OF PORTLAND

Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the Above NOTICE TO COMMENCE WORK is hereby acknowledged by:

\_\_\_\_\_ this, the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

**SAMPLE NOTICE OF FINAL COMPLETION**

Date

Addressee

RE: NOTICE OF FINAL COMPLETION

Dear

The subject project was inspected on \_\_\_\_\_, by \_\_\_\_\_, and was found to be fully completed in accordance with the contract plans and specifications.

The work is hereby approved and accepted by the City of Portland as of \_\_\_\_\_, which begins the one year guarantee period. At this point it is essential that the city is provided with the attached statement and lien waiver \*(as well as subcontractor/supplier lien waivers) certifying that all the obligations for equipment rentals, materials and supplies purchased, and labor employed on this project have been discharged. If you have any questions please feel free to call me at 874-8846.

Yours truly,  
CITY OF PORTLAND

Project Engineer

**WAIVER OF LIEN - MATERIAL OR LABOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

To all whom it may concern:

The undersigned \_\_\_\_\_ has been employed to furnish \_\_\_\_\_ for the project known as \_\_\_\_\_, City of Portland, County of Cumberland, State of Maine.

The undersigned for and in consideration of the sum of \$ \_\_\_\_\_ and other good and valuable consideration the receipt whereof is hereby acknowledged, do hereby waive and release any and all rights and liens, or claim of right to lien on said above described project under the statutes of the State of Maine relating to Mechanic's Lien on account of Labor or Material or both furnished or which may be furnished by the undersigned to or on account of said \_\_\_\_\_ for said building and premises.

This Waiver of Lien shall become effective upon the issuance of a check by the City of Portland payable to \_\_\_\_\_ and \_\_\_\_\_ in the amount of \_\_\_\_\_.

Given under oath, my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

\_\_\_\_\_

(Print or type name)

Its \_\_\_\_\_

Notarized: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015

My commission expires

**WAIVER OF LIEN - (Subcontractor/supplier/employee)**

The undersigned \_\_\_\_\_ has  
(Sub-Contractor)  
performed labor and furnished materials and/or performed services for  
\_\_\_\_\_ on behalf of the City of Portland, in performance  
(Contractor)  
of the contractor's agreement of \_\_\_\_\_ with the City of Portland for the  
(Date)  
\_\_\_\_\_  
(Project name)  
at \_\_\_\_\_  
(Address)

In consideration of the sum of \$ \_\_\_\_\_, the undersigned hereby waives all rights and liens, including, but not limited to, liens pursuant to 10 M.R.S.A. Sec. 3251, et. seq., which the undersigned may now or hereafter claim or assert against the above described building, appurtenance, wharf, pier and/or land; the above-described project; and the City of Portland.

This Waiver of Lien shall become effective upon the issuance of a check by the City of Portland payable to \_\_\_\_\_ in the amount of \$\_\_\_\_\_.

IN WITNESS WHEREOF the undersigned has hereto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015

By: \_\_\_\_\_  
(print or type name)

Its \_\_\_\_\_

State of Maine  
\_\_\_\_\_, ss

Before me appeared \_\_\_\_\_ and acknowledged that the signature to the preceding waiver is his/her signature in his/her official capacity.

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

\_\_\_\_\_  
(Notary Public)

**SAMPLE CONTRACTOR’S FINAL AFFIDAVIT**

STATE OF MAINE

COUNTY OF CUMBERLAND

Before me, the undersigned, a \_\_\_\_\_  
(Notary Public, Justice of Peace, Alderman)

in and for said County and State personally appeared:

(Printed Name) \_\_\_\_\_  
(Individual, Partner or duly authorized representative of corporate contractor)

Who being duly sworn according to law deposes and says that the cost of all the Work, and outstanding claims and indebtedness of whatever nature arising out of the performance of the contract between

Owner: CITY OF PORTLAND

And Contractor: \_\_\_\_\_

Of (Address): \_\_\_\_\_

Dated (Agreement Date): \_\_\_\_\_

For the construction of (Project): \_\_\_\_\_

and necessary appurtenant installations have been paid in full.

Signature: \_\_\_\_\_  
(Individual, Partner, or duly authorized representative of corporate contractor)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Signature: \_\_\_\_\_

## ANTI-IDLE POLICY

### **Purpose:**

To inform all City employees of the need to eliminate unnecessary idling of vehicles in order to reduce the cost of City operations and to reduce emissions created by City vehicles. Our goal is to protect and preserve the natural environment and improve air quality in the City of Portland.

### **Policy:**

It is the policy of the City of Portland to continually improve the efficient use of vehicle fuels in an effort to reduce operating costs and emissions. City vehicles will not be permitted to idle unnecessarily. Operators of City equipment will adhere to the following standards:

- 1) Idling is prohibited (with the limited exceptions listed below) when the ambient temperature is above 32 degrees F.
- 2) 10 minute maximum idle time limit when ambient temperature is 32 F and below
- 3) Vehicles will not be left idling when the operator is out of the vehicle (with the limited exceptions listed below)

For the health and safety of operators, there will be occurrences when vehicles will be left running. Examples include protection from the elements or for the use of the vehicle safety features (including the use of air conditioning in street sweepers to keep dust out of the cab).

### **Exceptions**

Due to the emergency nature of some City operations, the following exceptions will apply to this policy:

- Emergency response vehicles when responding to an emergency
- Fire vehicles which must maintain onboard medication at a specific temperature
- Vehicles whose batteries may be discharged because of onboard electrical equipment (i.e. emergency lights, radar, computers, etc.)

### **Non-Compliance**

After a reasonable period of education about this new policy, employees will be subject to progressive discipline under AR 25 if they do not comply with this policy.

**CONTRACT SPECIFICATIONS - GENERAL****1. Working Hours**

No work shall be performed during the following hours, without prior written approval from the Commissioner.

- A. From September 1 of any year through May 31 of the following year, no work shall be performed between 7:00 p.m. of any day and 7:00 a.m. of the following day.
- B. From June 1 of any year through August 31 of the same year, no work shall be performed between 8:00 p.m. of any day and 7:00 a.m. of the following day.
- C. On Saturdays, Sundays, and legal holidays, work shall not be performed before 8:00 a.m.

Work shall not interfere with the normal flow of traffic on arterial streets. The full inbound roadway lane width shall be maintained between 7:00 a.m. and 9:00 a.m. and the full outbound roadway lane width shall be maintained between the hours of 3:30 p.m. and 6:00 p.m.

The definition of work for the purposes of this provision shall include the starting or moving of equipment, machinery, or materials. Any day worked for four hours or more shall be considered a full working day.

**2. Utility Coordination**

This project may be in close proximity to water, gas, electric, and communications utility service and transmission lines. The Contractor will be responsible for notifying utility representatives of the anticipated construction schedule. The Contractor will be responsible for all utility coordination, protection of existing infrastructure and any damages to existing utilities as a result of the work at no additional cost to the City.

**3. Notification of Abutters**

Abutters shall be notified by the Contractor sufficiently in advance of any work affecting driveways, sidewalks, or utilities.

**4. Maintenance and Protection of Traffic**

The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during work and shall erect suitable warning signs, flashers, barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public. The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes.

Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" published by the Department of Transportation of the Federal Highway Administration.

The Contractor shall maintain an accessible pedestrian route (meeting A. D. A. requirements) along all streets within the Project area at all times.

This work shall be considered a subsidiary obligation of the contract for which no specific payment will be made.

**5. Waste Areas**

The disposal of waste materials shall be done at ecomaine under the City of Portland's Account noted as CMOM CCTV disposal.

6. Occupational Safety and Health

The Contractor is hereby advised that all work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

7. Pre-construction Conference

A conference will be held at 55 Portland Street, Portland, Maine within ten (10) days after the awarding of the contract. At this time, the Contractor will be required to submit a graphically illustrated schedule and a plan showing project activities. City officials involved in the project will be present at this meeting.

It is the purpose of this meeting to inform the various agencies of the proposed work schedule, and to give them the opportunity of discussing any difficulties and offering suggestions to the Contractor concerning proposed schedule in order that full cooperation may be reached.

The Contractor shall submit 3 days prior to the pre-construction conference a detailed schedule showing the sequencing, critical path items, milestones and scheduling of the work. This schedule must show sufficient detail to insure compliance with the contract completion dates. Updates will be required as work progresses.

8. Traffic Officers

The presence of Portland Police will be a determination made by the Traffic Engineer based on the contractors submitted traffic control plan. If Police are required, the City will hire and reimburse them. The Police Department requires 48 hours' notice for any Police detail onsite.

9. Limitation of Operations

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. Contractor shall not open up work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience.

10. Unauthorized Use of Fire Hydrants

In conformance with the Maine Department of Human Services, the Portland Water District requires the use of an approved air gap or reduced pressure zone back flow prevention device to assure the protection of the public water supply when filling tank trucks, jet machines or any other related equipment, or any other needs that require a connection to a public or private hydrant. Contractors working for the City are required to apply to the Portland Water District for a hydrant meter and back flow prevention device. All costs associated with temporary water meters and backflow prevention devices shall be considered incidental.

11. Anti-Idling Policy

Please note, following Special Provisions of the Bid Document we have included a copy of the City's Administrative Regulation #25 regarding the City's Anti-Idling Policy. Although this Policy is directed to City Employees regarding the use of City Vehicles, we as a City, along with its citizenry, request your compliance as well. It is our goal to protect and preserve the natural environment and improve the air quality in the City of Portland. As a business partner of our City and a responsible organization we will expect and greatly appreciate your assistance in this effort.

**CONTRACT SPECIFICATIONS - SCOPE OF WORK**1) General Requirements

- a) The Contractor shall furnish all labor, tools, equipment, materials, and supplies required for the performance of the CCTV Inspection of sewer lines and manholes as requested by City Project Engineers, Wastewater Coordinator or Wastewater Asset & Information Management Specialist. The Contractor will be provided maps and work orders for the infrastructure designated to be condition rated.
- b) The Contractor shall provide proof that all CCTV Operators are certified by NASSCO in PACP, MACP, and LACP standards before performing any inspection of the City's infrastructure. The Contractor shall have a minimum of (4) certified PACP operators on staff full time.
- c) The Contractor shall perform pre-cleaning of all sewer lines and CCTV inspection of the sewer lines and manholes designated for condition assessment, including sewers located within City of Portland easements on private property.
- d) The Contractor shall provide electronic copies of all field inspections in a format compatible with **CityWorks**.
- e) The Contractor shall take notice that the inspection operation shall not result in the interruption of sewage service to any customer of the City. Sewage must be controlled within the pipeline at all times.
- f) The Contractor shall notify and request the City for assistance, if needed, in connection with removal, dismantling, and replacement of any special equipment such as flow monitors or diversion gates within the manholes or pipelines of the system.
- g) Digital video will include a video narration identifying the pipe segment by manhole number and street location. The narration shall identify all connections, general conditions of the sewer, problem areas, location of all connections or problems areas by linear footage, and observations concerning the condition of pipe joints. Records of the daily work, inspection logs and video records shall be prepared and forwarded to the requested person after completion of task.
- h) The Contractor shall observe all standard rules of safety for pedestrian and traffic control in accordance with local laws and accepted practice. Additionally, the contractor shall demonstrate knowledge of current safety requirements for confined space entry.
- i) The Contractor shall be fully responsible for preventing sewage spillage, containing any sewage spillage, recovery and legal disposal of any spilled sewage, any fines, penalties, claims and liability arising from negligently causing a sewage spillage, and any violation of any law, ordinance, code, order, or regulation as a result of the spillage.

2) Pre-Cleaning

- a) The Contractor shall clean the sewer and associated manholes to remove all deposits settled so that the sewer is ready for television and meets PACP and MACP Standards. This will be paid for per linear foot per the guidelines below.
  - i) Light Sewer Cleaning
    - (1) Removal of Deposits Settled:
      - (a) Up to 12 Inches 25%
      - (b) 13 to 24 Inches 15%
      - (c) 25 to 30 Inches 10%

- (2) This will require an unlimited amount of passes of a hydraulic flusher to remove all loose debris and collect it for removal in the downstream manhole. All debris must be removed from the sewer, including any debris that may have been washed up into any service connections, drop connections or the bench wall of the manholes. This item does not include any root cutting, deposit removal, or grinding of protruding service connections. All material must be disposed of properly.
- ii) Heavy Sewer Cleaning
- (1) Removal of Obstruction and Deposits Settled that exceed percentage established for light sewer cleaning. This also includes Deposits Attached Grease if able to remove with rotating nozzle or other mechanical means; not to include saws or cutters.
- (2) Under this bid item, the Contractor shall remove all obstructions in the sewer. All debris must be removed from the sewer, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This includes all grease, rocks, debris, sticks, etc. that will reduce the hydraulic capacity of the sewer and limit future maintenance access of remote equipment. This work will include an unlimited number of passes by high velocity hydro-cleaning equipment. A mechanical/hydraulic Spinner Nozzle may be used where necessary at no additional cost to the District; however, the Contractor shall be responsible for any damage to the sewer or any service connections. This item does not include cutting/grinding protruding break-in connections, as that work will be paid under a separate bid item.
- (3) The Contractor shall maintain detailed documentation of cleaning efforts made to remove these items. Such documentation shall be made available to the Owner at any time.
- (4) The Contractor shall immediately notify the Owner if he believes that this level of cleaning will cause a sewer collapse due to the existing deterioration of the host pipe. The Owner's determination whether to continue or stop work is final.
- iii) Root Cut (Each Segment)
- (1) Root Cut Medium – Removal of Roots Medium and Root Balls in one or two joints
- (2) Root Cut Heavy – Removal of Roots Heavy and Root Balls in three or more joints.
- (3) The Owner shall determine if sewer segment requires root cut cleaning. All roots must be screened, collected, and removed from the sewer for proper disposal.
- (4) The Contractor shall immediately notify the Owner if he believes that these activities performed under this section will cause a sewer collapse due to the existing deterioration of the pipe. Owner's determination whether to continue or stop work is final.
- iv) Lateral Cuts (Each)
- (1) Removing protruding laterals, excludes DIP, SP, CAS etc.

- (2) The Owner shall determine when break-in service connections will require grinding based on his review of the initial survey television inspection. The Contractor shall cut/grind the protruding service connection by using a remote grinding/cutting device capable of removing, concrete, vitrified clay, PVC and other types of pipe material. The device shall be specifically designed to cut/grind protruding service connections. The Contractor shall use remote CCTV equipment to monitor the progress of the work and ensure that the service connection is not damaged.
  - (3) The protruding break-in service connection shall be cut/ground flush to the main sewer pipe without scouring or damaging the main sewer or service connection. All cuttings must be screened, collected, and removed from the sewer for proper disposal. During the final survey television inspection, the Contractor shall slowly pan the entire circumference of the trimmed connection to verify the quality of the work.
  - (4) The Contractor shall immediately notify the Owner if he believes that the pipe is not structurally sound. The Contractor and Owner shall discuss the severity and risk of cutting/grinding the lateral. The Owner shall then determine, if they want the lateral cut/ground, at the Owners risk, or if the work should not be performed on this contract.
  - (5) If other than typical lateral materials are encountered, the Contractor shall notify the Owner and the Owner and Contractor should discuss the ability, costs and risks associated with cutting/grinding the lateral. The Owner shall decide whether to cut/grind the lateral or to not cut/grind the lateral. If the Owner decides to cut/grind the lateral, the price should be negotiated between the Owner and Contractor, prior to cutting/grinding the lateral.
- v) Disposal Records
- (1) The Contractor shall keep records of types of debris, removed from each segment of pipe and provide these records to Owner in the format requested by Owner.

#### 1) CCTV Inspection

- a) The contractor shall perform CCTV inspection of sewer lines and manholes as requested by City Project Engineers, Wastewater Coordinator or Wastewater Asset & Information Management Specialist. In the event CCTV inspection cannot be performed by the contractor due to major debris accumulation and/or blockage, the contractor will clean the lines again then continue with the inspection. In addition, should upstream flows need to be stopped for inspection purposes; the contractor will notify the City prior to the placement of any flow stopping devices. The CCTV of this reach may need to be re-scheduled depending on the availability of a city crew. If a surcharge occurs, due to a blockage caused by the Contractor, the Contractor at his own expense shall repair it.
- b) The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to ensure proper documentation of the sewer's condition. In no case shall the television camera be pulled at a speed greater than thirty feet per minute (30 fpm).
- c) As the camera approaches a lateral connection or defect, the camera progress shall be halted and the camera lens panned to further view the lateral pipe and

connection (including looking up the lateral) or defect to thoroughly evaluate the condition.

- d) If during the television inspection the Contractor encounters a condition where public safety is threatened (such as, but not limited to, a pipe hole, pipe collapse, stoppage, blockage and/or eminent sewer spill) the Project Manager shall be notified immediately. Furthermore, the Contractor shall provide DVD copy of the section of line containing the condition within 24 hours.
  - e) Accuracy of the measurement shall be checked daily by use of a walking meter roll-a-tape or other suitable device. Footage measurements shall begin at the centerline of the upstream manhole, unless specific permission is given to do otherwise.
  - f) Continuously displayed on the monitors shall be date of the inspection, structural number of the upstream and downstream manholes corresponding to the line section being inspected and a continuous forward and reverse footage readout of the camera distance from the manhole of reference.
- 2) Condition Assessment
- a) The Contractor shall perform a condition assessment of the sewer pipes and connected manholes. The condition assessment must be managed by a PACP and MACP certified individual; utilizing the NASSCO approved rating system.
- 3) Equipment
- a) The Contractor shall provide equipment capable of utilizing CityWorks asset management software and existing or future GIS information. The camera shall be operative in one hundred percent humidity and specifically designed for in-sewer inspection of sewer lines ranging from 6 inch to 120 inch in diameter and inspection of various sized box conduits. The camera shall produce a continuously monitored picture with the resolution capability to discern small hairline cracks and other minor/major defects in the sewer line. It should be equipped with a ring of low intensity lights around the camera to obtain maximum peripheral vision and prevent fogging within the line being inspected. The camera shall be with a panning and rotational camera head with remote adjustable optical focus and automatic light compensating iris. Focal distance shall be adjustable through a range from 6 inches to infinity. Continuously displayed on the monitor shall be the date of the inspection, number designation of the upstream and downstream manholes corresponding to the line reach being inspected and a continuous forward and reverse readout of the camera distance from the manhole of reference. The camera, television monitor and other components of the video system shall be capable of producing a minimum 600-line resolution. The TV transmission and tow cable assembly must have the capability to CCTV lengths up to 1,000 feet. The remote footage counter shall be accurate to one percent over the length of the particular section being inspected.
  - b) A Nationally Recognized Testing Laboratory must approve all electrical equipment, including CCTV cameras, for use in a Hazardous location and wet environments. Specifically, this equipment must be approved for use in Class I, Division I, Group D Hazardous Locations as defined by the National Fire Protection Association (NFPA) Code 820-1999.
  - c) The Contractor shall have the ability to communicate with its vehicle at all times.

4) Documentation of Television Results

- a) The Contractor shall provide copies of all field notes and an electronic executive summary of the CCTV Inspection within one week from the completion of the CCTV Inspection. The executive summary shall contain still photographs clearly showing the location in relation to adjacent manholes, of each lateral connection and defect discovered. In addition, brief and informative comments shall be made on sewer conditions and other data of significance including the locations of unusual conditions, cracks, misalignments, collapsed sections, presence of debris and deposits and other discernable features. The executive summary shall be provided as an electronic file format.
- b) The Contractor shall provide a color digital video recording of all inspection work. The DVD or other storage device shall give clear pictures of conditions of lines being inspected. Videos deemed unacceptable by the City shall be repeated at no cost to the City.
- c) The final CCTV reports must be able to be exported into an Excel or database file for integration into existing or future works.

5) Safety

- a) The Contractor shall comply with all Federal, State, and local safety regulations and all applicable City of Portland safety procedures and requirements.
- b) If confined space entry into a live sewer is necessary, the City requires an entry permit, continuous ventilation and monitoring of the atmosphere for hydrogen sulfide, combustibles, and oxygen concentration during entry.

6) Traffic

- a) All costs for labor, equipment, and materials required to establish traffic control are the responsibility of the contractor and no separate payment will be made for including but not limiting to cones, barrels, and signs. Flaggers will be billed as a pay item per hour if required. If City of Portland Police are required, they will be hired by the city but coordinated through the contractor with 48 hour notice. They will be billed to the city directly.

7) Schedule

- a) All CCTV and deliverables must be completed and delivered to the City by **June 30, 2016**.
- b) Prior to starting work, a comprehensive schedule must be submitted to the owner as well as any traffic control plans necessary to complete the work.

**BID**

Bid No. 2116  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES

**2016 Condition Assessment of Sewer System**

Proposal of Ted Berry Company, Inc.  
Name

Address 521 Federal Road Livermore ME 04253

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual, the "Name of Firm or Partnership" in the case of a firm or partnership, or the "Name of Bidder" in the case of a corporation.

TO: Matthew Fitzgerald, Purchasing Manager  
City Hall, Room 103  
389 Congress Street  
Portland, ME 04101

Dear Mr. Fitzgerald:

The undersigned, having carefully examined the site of the work, the Plans, the Standard Specifications, including all current amendments or revisions thereof, the Supplemental Specifications, Special Provisions, Contract Agreement and Contract Bonds contained herein for the above project, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items" submitted by the undersigned.

This Bid may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

The pay items with quantities marked with an asterisk (\*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

**City of Portland Bid Number 2116 2016 CONDITION ASSESSMENT OF SEWER SYSTEM BASE BID FORM**

	Item #	Item	QTY	Unit Price (\$)	Pay Type	Total Price (\$)
<b>6" Pipe Size</b>						
	1	Light Cleaning <25%	350	\$0.75	Per Foot	\$262.50
	2	CCTV Inspection	350	\$2.00	Per Foot	\$700.00
<b>8" Pipe Size</b>						
	3	Light Cleaning <25%	3,700	\$0.75	Per Foot	\$2,775.00
	4	Heavy Cleaning >25%	1,300	\$0.75	Per Foot	\$975.00
	5	CCTV Inspection	5,000	\$1.00	Per Foot	\$5,000.00
<b>9" &amp; 10" Pipe Size</b>						
	6	Light Cleaning <25%	12,700	\$0.75	Per Foot	\$9,525.00
	7	Heavy Cleaning >25%	150	\$5.00	Per Foot	\$750.00
	8	CCTV Inspection	12,850	\$1.00	Per Foot	\$12,850.00
<b>12" Pipe Size</b>						
	8	Light Cleaning <25%	15,900	\$0.75	Per Foot	\$11,925.00
	10	Heavy Cleaning >25%	1,000	\$1.00	Per Foot	\$1,000.00
	11	CCTV Inspection	16,900	\$1.00	Per Foot	\$16,900.00
<b>14" &amp; 15" &amp; 16" Pipe Size</b>						
	12	Light Cleaning <15%	8,500	\$0.75	Per Foot	\$6,375.00
	13	Heavy Cleaning >15%	700	\$5.00	Per Foot	\$3,500.00
	14	CCTV Inspection	9,200	\$1.00	Per Foot	\$9,200.00
<b>18" Pipe Size</b>						
	15	Light Cleaning <15%	11,700	\$0.75	Per Foot	\$8,775.00
	16	Heavy Cleaning >15%	1,150	\$2.00	Per Foot	\$2,300.00
	17	CCTV Inspection	12,850	\$1.00	Per Foot	\$12,850.00
<b>20" Pipe Size</b>						
	18	Light Cleaning <15%	1,700	\$1.00	Per Foot	\$1,700.00
	19	Heavy Cleaning >15%	100	\$2.00	Per Foot	\$200.00
	20	CCTV Inspection	1,800	\$1.00	Per Foot	\$1,800.00
<b>24" Pipe Size</b>						
	21	Light Cleaning <15%	6,400	\$1.00	Per Foot	\$6,400.00
	22	Heavy Cleaning >15%	1,900	\$2.00	Per Foot	\$3,800.00
	23	CCTV Inspection	8,300	\$1.00	Per Foot	\$8,300.00
<b>27" Pipe Size</b>						
	24	Light Cleaning <10%	400	\$1.00	Per Foot	\$400.00
	25	Heavy Cleaning >10%	100	\$5.00	Per Foot	\$500.00
	26	CCTV Inspection	500	\$1.00	Per Foot	\$500.00
<b>30" Pipe Size</b>						
	27	Light Cleaning <10%	4,500	\$1.00	Per Foot	\$4,500.00
	28	Heavy Cleaning >10%	100	\$5.00	Per Foot	\$500.00
	29	CCTV Inspection	4,600	\$1.00	Per Foot	\$4,600.00
<b>36" Pipe Size</b>						
	30	Light Cleaning <10%	1,400	\$1.00	Per Foot	\$1,400.00
	31	Heavy Cleaning >10%	100	\$5.00	Per Foot	\$500.00
	32	CCTV Inspection	1,500	\$1.00	Per Foot	\$1,500.00
<b>42" Pipe Size</b>						
	33	Light Cleaning <25%	4,000	\$1.00	Per Foot	\$4,000.00
	34	Heavy Cleaning >25%	100	\$5.00	Per Foot	\$500.00
	35	CCTV Inspection	4,100	\$1.00	Per Foot	\$4,100.00
<b>48" Pipe Size</b>						
	36	Light Cleaning <10%	3,000	\$1.00	Per Foot	\$3,000.00
	37	Heavy Cleaning >10%	100	\$5.00	Per Foot	\$500.00
	38	CCTV Inspection	3,100	\$1.00	Per Foot	\$3,100.00
<b>6" to 12" Pipe Size</b>						
	39	Root Cut Medium RM & RB <3 Joints	20	\$100.00	Per Each	\$2,000.00
	40	Root Cut Heavy RB 3 or > 3 Joints	5	\$200.00	Per Each	\$1,000.00
	41	Lateral Cuts Excluding DIP, SP, CAS	50	\$200.00	Per Each	\$10,000.00
<b>14" to 24" Pipe Size</b>						
	42	Root Cut Medium RM & RB <3 Joints	20	\$100.00	Per Each	\$2,000.00
	43	Root Cut Heavy RB 3 or > 3 Joints	5	\$200.00	Per Each	\$1,000.00
	44	Lateral Cuts Excluding DIP, SP, CAS	25	\$200.00	Per Each	\$5,000.00
<b>27" to 36" Pipe Size</b>						
	45	Root Cut Medium RM & RB <3 Joints	20	\$100.00	Per Each	\$2,000.00
	46	Root Cut Heavy RB 3 or > 3 Joints	5	\$200.00	Per Each	\$1,000.00
	47	Lateral Cuts Excluding DIP, SP, CAS	5	\$200.00	Per Each	\$1,000.00
<b>Misc.</b>						
	48	Manhole Inspection and Report	400	\$12.50	Per Each	\$5,000.00
	49	Traffic Control	1,000	\$19.00	Per Hour	\$19,000.00
	50	Deliverables	1	\$2,500.00	LS	\$2,500.00
	51	GIS Analyst	40	\$85.00	Per Hour	\$3,400.00
	52	Sewer Line Acoustic Assessment	5,000	\$0.50	Per Foot	\$2,500.00

Total Amount of Bid Written And In Numbers Based On Estimate of Quantities- Basis of Award **\$214,862.50**

**Two hundred fourteen thousand eight hundred sixty two dollars <sup>50/100</sup>**  
(Written)

PROPOSAL FORM  
2016 CONDITION ASSESSMENT OF SEWER SYSTEM

BID # 2116

**\*\* THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL \*\***

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.  
The bidder acknowledges the receipt of Addenda numbered: 1

COMPANY NAME: Ted Berry Company, Inc.

AUTHORIZED SIGNATURE: M [Signature]

E-MAIL ADDRESS: matt@tedberrycompany.com DATE: 10-13-2015

PRINT NAME & TITLE: Matthew Timberlake, President

ADDRESS: 521 Federal Road Livermore ME 04263

PHONE NUMBER: 207.897.3348 FAX NUMBER: 207.897.3627

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:  
Corporation

STATE OF INCORPORATION, IF APPLICABLE: Maine

FEDERAL TAX IDENTIFICATION NUMBER (Required): 01-0438838

AUTHORIZED SIGNATURE: M [Signature]

DATE: 10-13-2015

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, Revision of December 2002.

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete it within the time limits given in the Special Provisions.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

"The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known."

Respectfully submitted this 13 day of October, 2015.

Acknowledgement of Receipt of Addenda:

Addendum No.	Addendum Date
<u>1</u>	<u>9/30/15</u>

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Social Security Number \_\_\_\_\_

(Signatures for a Firm, Partnership or Corporation on next page.)

BID (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ SS No. or Tax I.D. Number \_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

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

IF A CORPORATION, SIGN HERE

Name of Bidder Ted Berry Company, Inc.

Authorized Signature *AM* (Name) President (Title)

Business Address 521 Federal Road Livermore ME 04253

Telephone Number 207.897.3348 Fax Number 207.897.3627

Email Address office@tedberry.com SS No. or Tax I.D. Number 01-0438838

Incorporated under the Laws of the State of Maine

Names and Addresses of Officers of the Corporation:

President Matthew Timberlake - 165 Hathaway Hill Rd Livermore, ME

<sup>CEO</sup> Secretary James Timberlake - 95 Mason Road Turner, ME

Treasurer Linda Timberlake - 95 Mason Road Turner, ME ss

Before me, personally appeared Matthew Timberlake and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: October 13, 2015

*Jamanta Byam*  
Notary Public - Signature and Seal

ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

Meeting of the Board of Directors of Ted Berry Company a corporation under the state laws of Maine held on the 23rd day of July 2015 at the  
Hilton Garden Inn, Auburn, Maine which voted Matthew Timberlake to become President and James Timberlake to be Chief Executive Officer was  
duly adopted and is now in full force. The Board directed that Matthew Timberlake, as president of the corporation, is authorized to execute all  
documents required in any bid processes during his term as president.

October 15, 2015  
(date)

The above is a true copy of the records of the Ted Berry Company, Inc.  
Corporation, which records are in my legal custody.

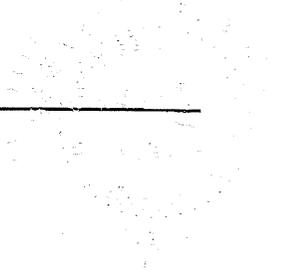
Linda Timberlake  
Officer having custody of the records

SS

Before me appeared, Linda Timberlake, Treasurer  
of the Ted Berry Company, Inc. Corporation, and made

oath that the above statement is true.

*Jamansha R. Bryan*  
Notary Public - Signature and Seal



NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows:  
(In case of Corporation, include and identify President, Treasurer, Manager)

James Timberlake, CEO, 95 Mason Road, Turner, ME

\_\_\_\_\_

Linda Timberlake, Treasurer, 95 Mason Road, Turner, ME

\_\_\_\_\_

Matthew Timberlake, President, 65 Hathaway Hill Rd, Livermore, ME

\_\_\_\_\_

ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

Meeting of the Board of Directors of Ted Berry Company, Inc.  
a corporation organized under the State Laws of Maine,  
held on the 23rd day of July 2015 at Hilton Garden Inn Auburn ME  
which voted Matthew Timberlake President was duly adopted  
and now in full force, as president of corporation is authorized  
to execute all documents in any & all bid processes during  
10-13-15  
(date) his term as President

The above is a true copy of the records of the Ted Berry Company, Inc

Corporation, which records are in my legal custody.

Linda Timberlake  
Officer having custody of the records

\_\_\_\_\_  
ss  
Before me appeared, Linda Timberlake, Treasurer  
\_\_\_\_\_  
of the Ted Berry Company Corporation, and made  
oath that the above statement is true.

Jamanta R Bupin  
Notary Public - Signature and Seal

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION  
BEFORE SUBMITTING BID

	Name and Address of Materials Supplier	Materials to be Supplied
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows:  
(In case of Corporation, include and identify President, Treasurer, Manager)

James Timberlake, CEO, 95 Mason Rd Turner, ME

Linda Timberlake, Treasurer, 95 Mason Rd Turner, ME

Matthew Timberlake, President, 165 Hathaway Hill Rd Livermore, ME

CITY OF PORTLAND, MAINE  
BID #2116

2016 Condition Assessment of Sewer System

DATE: September 30, 2015

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The attention of firms submitting bids for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

\*\*\*\*\*

**ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.**

\*\*\*\*\*

**MATTHEW FITZGERALD  
PURCHASING MANAGER**

---

Please find attached a map which shows the study area. This is the same map sent to you the other day from Nathaniel Smith via e-mail, but we wanted to resend it via this addendum as is the proper communications channel required during the bid process.

---

Receipt of Addendum No. 1 to the City of Portland's Bid #2116 **2016 Condition Assessment of Sewer System** is hereby acknowledged.

COMPANY NAME: Ted Berry Company, Inc

SIGNED BY:  DATE: 10-13-15

PRINT NAME & TITLE: Matthew Timberlake, President

ADDRESS: 521 Federal Road

Livermore ME 04253  
ZIP CODE

2016  
Sewer Condition Assessment

City of Portland  
Department of Public Services  
Engineering Division

Payment - # 7 - FINAL

Invoice #14124  
14125, & 14205

Ted Berry Company  
521 Federal Rd  
Livermore, ME 04253

Account No(s):	Project Code(s):	Amount
570-3112-500.35-00		\$ 214,862.50
570-3112-500.35-00		\$ 87,950.00

Line Item 1  
Line Item 2

Payment Period:  
July 1, 2016  
Through  
August 16, 2016

Purchase Order No.: 042175

ITEM #	DESCRIPTION	CA #	FUNDING SOURCE	EST QTY	UNIT	UNIT PRICE	ESTIMATED AMOUNT	Previous Amount		Pay Req 7		QTY TO DATE	AMOUNT TO DATE	% COMP
								PREV QTY	PREVIOUS REQUESTED	REQ	AMOUNT REQUESTED			
1	6" Pipe Light Cleaning <25%	BB	CIP	350	FT	\$0.75	\$262.50	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
2	6" Pipe CCTV Inspection	BB	CIP	350	FT	\$2.00	\$700.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
3	8" Pipe Light Cleaning <25%	BB	CIP	3700	FT	\$0.75	\$2,775.00	2361.00	\$1,770.75	0.00	\$0.00	2361.00	\$1,770.75	64%
4	8" Pipe Heavy Cleaning >25%	BB	CIP	1300	FT	\$0.75	\$975.00	689.00	\$516.75	0.00	\$0.00	689.00	\$516.75	53%
5	8" Pipe CCTV Inspection	BB	CIP	5000	FT	\$1.00	\$5,000.00	5979.20	\$5,979.20	0.00	\$0.00	5979.20	\$5,979.20	120%
6	9"-10" Pipe Light Cleaning <25%	BB	CIP	12700	FT	\$0.75	\$9,525.00	3921.00	\$2,940.75	0.00	\$0.00	3921.00	\$2,940.75	31%
7	9"-10" Pipe Heavy Cleaning >25%	BB	CIP	150	FT	\$5.00	\$750.00	778.00	\$3,890.00	0.00	\$0.00	778.00	\$3,890.00	519%
8	9"-10" Pipe CCTV Inspection	BB	CIP	12850	FT	\$1.00	\$12,850.00	11223.80	\$11,223.80	520.60	\$520.60	11744.40	\$11,744.40	91%
9	12" Pipe Light Cleaning <25%	BB	CIP	15900	FT	\$0.75	\$11,925.00	20966.00	\$15,724.50	0.00	\$0.00	20966.00	\$15,724.50	132%
10	12" Pipe Heavy Cleaning >25%	BB	CIP	1000	FT	\$1.00	\$1,000.00	2412.00	\$2,412.00	230.00	\$230.00	2642.00	\$2,642.00	264%
11	12" Pipe CCTV Inspection	BB	CIP	16900	FT	\$1.00	\$16,900.00	17170.90	\$17,170.90	539.60	\$539.60	17710.50	\$17,710.50	105%
12	14"-15"-16" Pipe Light Cleaning <25%	BB	CIP	8500	FT	\$0.75	\$6,375.00	2739.00	\$2,054.25	0.00	\$0.00	2739.00	\$2,054.25	32%
13	14"-15"-16" Pipe Heavy Cleaning >25%	BB	CIP	700	FT	\$5.00	\$3,500.00	2729.00	\$13,645.00	0.00	\$0.00	2729.00	\$13,645.00	390%
14	14"-15"-16" Pipe CCTV Inspection	BB	CIP	9200	FT	\$1.00	\$9,200.00	7264.50	\$7,264.50	310.30	\$310.30	7574.80	\$7,574.80	82%
15	18" Pipe Light Cleaning <25%	BB	CIP	11700	FT	\$0.75	\$8,775.00	9053.00	\$6,789.75	0.00	\$0.00	9053.00	\$6,789.75	77%
16	18" Pipe Heavy Cleaning >25%	BB	CIP	1150	FT	\$2.00	\$2,300.00	2455.00	\$4,910.00	75.00	\$150.00	2530.00	\$5,060.00	220%
17	18" Pipe CCTV Inspection	BB	CIP	12850	FT	\$1.00	\$12,850.00	8746.60	\$8,746.60	0.00	\$0.00	8746.60	\$8,746.60	68%
18	20" Pipe Light Cleaning <25%	BB	CIP	1700	FT	\$1.00	\$1,700.00	240.00	\$240.00	0.00	\$0.00	240.00	\$240.00	14%
19	20" Pipe Heavy Cleaning >25%	BB	CIP	100	FT	\$2.00	\$200.00	0.00	\$0.00	520.00	\$1,040.00	520.00	\$1,040.00	520%
20	20" Pipe CCTV Inspection	BB	CIP	1800	FT	\$1.00	\$1,800.00	161.90	\$161.90	0.00	\$0.00	161.90	\$161.90	9%
21	24" Pipe Light Cleaning <25%	BB	CIP	6400	FT	\$1.00	\$6,400.00	4969.00	\$4,969.00	300.00	\$300.00	5269.00	\$5,269.00	82%
22	24" Pipe Heavy Cleaning >25%	BB	CIP	1900	FT	\$2.00	\$3,800.00	1980.00	\$3,960.00	90.00	\$180.00	2070.00	\$4,140.00	109%
23	24" Pipe CCTV Inspection	BB	CIP	8300	FT	\$1.00	\$8,300.00	11296.20	\$11,296.20	717.90	\$717.90	12014.10	\$12,014.10	145%
24	27" Pipe Light Cleaning <25%	BB	CIP	400	FT	\$1.00	\$400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
25	27" Pipe Heavy Cleaning >25%	BB	CIP	100	FT	\$5.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
26	27" Pipe CCTV Inspection	BB	CIP	500	FT	\$1.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
27	30" Pipe Light Cleaning <25%	BB	CIP	4500	FT	\$1.00	\$4,500.00	2678.50	\$2,678.50	0.00	\$0.00	2678.50	\$2,678.50	60%
28	30" Pipe Heavy Cleaning >25%	BB	CIP	100	FT	\$5.00	\$500.00	340.00	\$1,700.00	0.00	\$0.00	340.00	\$1,700.00	340%
29	30" Pipe CCTV Inspection	BB	CIP	4600	FT	\$1.00	\$4,600.00	1469.50	\$1,469.50	0.00	\$0.00	1469.50	\$1,469.50	32%
30	36" Pipe Light Cleaning <25%	BB	CIP	1400	FT	\$1.00	\$1,400.00	500.00	\$500.00	0.00	\$0.00	500.00	\$500.00	36%
31	36" Pipe Heavy Cleaning >25%	BB	CIP	100	FT	\$5.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
32	36" Pipe CCTV Inspection	BB	CIP	1500	FT	\$1.00	\$1,500.00	912.70	\$912.70	125.00	\$125.00	1037.70	\$1,037.70	69%
33	42" Pipe Light Cleaning <25%	BB	CIP	4000	FT	\$1.00	\$4,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
34	42" Pipe Heavy Cleaning >25%	BB	CIP	100	FT	\$5.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
35	42" Pipe CCTV Inspection	BB	CIP	4100	FT	\$1.00	\$4,100.00	832.20	\$832.20	0.00	\$0.00	832.20	\$832.20	20%
36	48" Pipe Light Cleaning <25%	BB	CIP	3000	FT	\$1.00	\$3,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
37	48" Pipe Heavy Cleaning >25%	BB	CIP	100	FT	\$5.00	\$500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
38	48" Pipe CCTV Inspection	BB	CIP	3100	FT	\$1.00	\$3,100.00	2708.90	\$2,708.90	0.00	\$0.00	2708.90	\$2,708.90	87%
39	6"-12" Root Cut Medium RM & RB < 3 Joints	BB	CIP	20	EA	\$100.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
40	6"-12" Root Cut Heavy RB 3 or > 3 Joints	BB	CIP	5	EA	\$200.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
41	6"-12" Lateral Cuts Excluding DIP, SP, CAS	BB	CIP	50	EA	\$200.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
42	14"-24" Root Cut Medium RM & RB < 3 Joints	BB	CIP	20	EA	\$100.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
43	14"-24" Root Cut Heavy RB 3 or > 3 Joints	BB	CIP	5	EA	\$200.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
44	14"-24" Lateral Cuts Excluding DIP, SP, CAS	BB	CIP	25	EA	\$200.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
45	27"-36" Root Cut Medium RM & RB < 3 Joints	BB	CIP	20	EA	\$100.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
46	27"-36" Root Cut Heavy RB 3 or > 3 Joints	BB	CIP	5	EA	\$200.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
47	27"-36" Lateral Cuts Excluding DIP, SP, CAS	BB	CIP	5	EA	\$200.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
48	Manhole Inspection and Report	BB	CIP	400	EA	\$12.50	\$5,000.00	194.00	\$2,425.00	0.00	\$0.00	194.00	\$2,425.00	49%
49	Traffic Control	BB	CIP	1000	HR	\$19.00	\$19,000.00	691.00	\$13,129.00	160.25	\$3,044.75	851.25	\$16,173.75	85%
50	Deliverables	BB	CIP	1	LS	\$2,500.00	\$2,500.00	0.00	\$0.00	1.00	\$2,500.00	1.00	\$2,500.00	100%
51	GIS Analyst	BB	CIP	40	HR	\$85.00	\$3,400.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
52	Sewer Line Accoustic Assessment	BB	CIP	5000	EA	\$0.50	\$2,500.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0%
1	6" Pipe Light Cleaning <25%	1	CIP	700	FT	\$0.75	\$525.00	537.00	\$402.75	0.00	\$0.00	537.00	\$402.75	77%
2	6" Pipe CCTV Inspection	1	CIP	700	FT	\$2.00	\$1,400.00	0.00	\$0.00	84.30	\$168.60	84.30	\$168.60	12%
3	8" Pipe Light Cleaning <25%	1	CIP	2200	FT	\$0.75	\$1,650.00	710.00	\$532.50	400.00	\$300.00	1110.00	\$832.50	50%

**2016  
Sewer Condition Assessment**

**City of Portland  
Department of Public Services  
Engineering Division**

**Payment - # 7 - FINAL  
Invoice #14124  
14125, & 14205**

5	8" Pipe CCTV Inspection	1	CIP	2200	FT	\$1.00	\$2,200.00
6	9"-10" Pipe Light Cleaning <25%	1	CIP	4800	FT	\$0.75	\$3,600.00
7	9"-10" Pipe Heavy Cleaning >25%	1	CIP	500	FT	\$5.00	\$2,500.00
8	9"-10" Pipe CCTV Inspection	1	CIP	5300	FT	\$1.00	\$5,300.00
9	12" Pipe Light Cleaning <25%	1	CIP	7400	FT	\$0.75	\$5,550.00
10	12" Pipe Heavy Cleaning >25%	1	CIP	2000	FT	\$1.00	\$2,000.00
11	12" Pipe CCTV Inspection	1	CIP	9400	FT	\$1.00	\$9,400.00
12	14"-15"-16" Pipe Light Cleaning <25%	1	CIP	5300	FT	\$0.75	\$3,975.00
13	14"-15"-16" Pipe Heavy Cleaning >25%	1	CIP	1000	FT	\$5.00	\$5,000.00
14	14"-15"-16" Pipe CCTV Inspection	1	CIP	6300	FT	\$1.00	\$6,300.00
15	18" Pipe Light Cleaning <25%	1	CIP	4600	FT	\$0.75	\$3,450.00
16	18" Pipe Heavy Cleaning >25%	1	CIP	500	FT	\$2.00	\$1,000.00
17	18" Pipe CCTV Inspection	1	CIP	5100	FT	\$1.00	\$5,100.00
18	20" Pipe Light Cleaning <25%	1	CIP	1000	FT	\$1.00	\$1,000.00
19	20" Pipe Heavy Cleaning >25%	1	CIP	500	FT	\$2.00	\$1,000.00
20	20" Pipe CCTV Inspection	1	CIP	1500	FT	\$1.00	\$1,500.00
21	24" Pipe Light Cleaning <25%	1	CIP	1300	FT	\$1.00	\$1,300.00
22	24" Pipe Heavy Cleaning >25%	1	CIP	300	FT	\$2.00	\$600.00
23	24" Pipe CCTV Inspection	1	CIP	1600	FT	\$1.00	\$1,600.00
24	27" Pipe Light Cleaning <25%	1	CIP	100	FT	\$1.00	\$100.00
25	27" Pipe Heavy Cleaning >25%	1	CIP	100	FT	\$5.00	\$500.00
26	27" Pipe CCTV Inspection	1	CIP	200	FT	\$1.00	\$200.00
30	36" Pipe Light Cleaning <25%	1	CIP	3200	FT	\$1.00	\$3,200.00
31	36" Pipe Heavy Cleaning >25%	1	CIP	800	FT	\$5.00	\$4,000.00
32	36" Pipe CCTV Inspection	1	CIP	4000	FT	\$1.00	\$4,000.00
33	42" Pipe Light Cleaning <25%	1	CIP	200	FT	\$1.00	\$200.00
34	42" Pipe Heavy Cleaning >25%	1	CIP	100	FT	\$5.00	\$500.00
35	42" Pipe CCTV Inspection	1	CIP	300	FT	\$1.00	\$300.00
36	48" Pipe Light Cleaning <25%	1	CIP	1100	FT	\$1.00	\$1,100.00
37	48" Pipe Heavy Cleaning >25%	1	CIP	300	FT	\$5.00	\$1,500.00
38	48" Pipe CCTV Inspection	1	CIP	1400	FT	\$1.00	\$1,400.00
48	Manhole Inspection and Report	1	CIP	400	EA	\$12.50	\$5,000.00
<b>Project Total</b>							<b>\$302,812.50</b>

251.90	\$251.90
3520.00	\$2,640.00
100.00	\$500.00
4333.90	\$4,333.90
5594.00	\$4,195.50
610.00	\$610.00
10017.20	\$10,017.20
2665.00	\$1,998.75
592.00	\$2,960.00
6561.80	\$6,561.80
2305.00	\$1,728.75
570.00	\$1,140.00
3674.00	\$3,674.00
955.00	\$955.00
0.00	\$0.00
931.20	\$931.20
226.00	\$226.00
0.00	\$0.00
543.20	\$543.20
0.00	\$0.00
0.00	\$0.00
0.00	\$0.00
0.00	\$0.00
860.00	\$860.00
0.00	\$0.00
0.00	\$0.00
175.00	\$875.00
117.70	\$117.70
0.00	\$0.00
0.00	\$0.00
0.00	\$0.00
152.00	\$1,900.00
<b>\$199,976.80</b>	

185.70	\$185.70
35.30	\$26.48
0.00	\$0.00
414.40	\$414.40
300.00	\$225.00
120.00	\$120.00
166.50	\$166.50
0.00	\$0.00
470.00	\$2,350.00
977.50	\$977.50
0.00	\$0.00
260.00	\$520.00
725.60	\$725.60
0.00	\$0.00
0.00	\$0.00
627.20	\$627.20
0.00	\$0.00
330.00	\$660.00
1332.90	\$1,332.90
0.00	\$0.00
0.00	\$0.00
227.70	\$227.70
660.00	\$660.00
0.00	\$0.00
1916.40	\$1,916.40
290.00	\$290.00
280.00	\$1,400.00
40.10	\$40.10
475.00	\$475.00
0.00	\$0.00
1538.80	\$1,538.80
0.00	\$0.00
<b>\$25,006.03</b>	

437.60	\$437.60	20%
3555.30	\$2,666.48	74%
100.00	\$500.00	20%
4748.30	\$4,748.30	90%
5894.00	\$4,420.50	80%
730.00	\$730.00	37%
10183.70	\$10,183.70	108%
2665.00	\$1,998.75	50%
1062.00	\$5,310.00	106%
7539.30	\$7,539.30	120%
2305.00	\$1,728.75	50%
830.00	\$1,660.00	166%
4399.60	\$4,399.60	86%
955.00	\$955.00	96%
0.00	\$0.00	0%
1558.40	\$1,558.40	104%
226.00	\$226.00	17%
330.00	\$660.00	110%
1876.10	\$1,876.10	117%
0.00	\$0.00	0%
0.00	\$0.00	0%
227.70	\$227.70	114%
1520.00	\$1,520.00	48%
0.00	\$0.00	0%
1916.40	\$1,916.40	48%
290.00	\$290.00	145%
455.00	\$2,275.00	455%
157.80	\$157.80	53%
475.00	\$475.00	43%
0.00	\$0.00	0%
1538.80	\$1,538.80	110%
152.00	\$1,900.00	38%
<b>\$224,982.83 74%</b>		

PROJECT BASE BID	\$214,862.50
CONTRACT AMENDMENT 01 - EAST END	\$87,950.00
<b>PROJECT TOTAL</b>	<b>\$302,812.50</b>
<b>TOTAL THIS ESTIMATE</b>	<b>\$25,006.03</b>
**** TOTAL THIS ESTIMATE ****	\$25,006.03

**Purchase Order No.: 042175**  
\*\*\*\* PAY THIS ESTIMATE \*\*\*\* **\$25,006.03**

PREVIOUSLY PAID PAY REQ 01	\$48,500.60
PREVIOUSLY PAID PAY REQ 02	\$32,733.95
PREVIOUSLY PAID PAY REQ 03	\$31,238.45
PREVIOUSLY PAID PAY REQ 04	\$32,807.30
PREVIOUSLY PAID PAY REQ 05	\$21,782.25
PREVIOUSLY PAID PAY REQ 06	\$32,914.25
(+) DUE THIS ESTIMATE	\$25,006.03
<b>TOTAL PAID TO DATE</b>	<b>\$224,982.83</b>

TOTAL PROJECT AMOUNT	\$302,812.50
(-) TOTAL COST TO DATE	\$224,982.83
<b>BALANCE OF CONTRACT</b>	<b>\$77,829.67</b>

74% Complete

Date \_\_\_\_\_ Brad Roland  
Sr. Project Engineer

10/3/2016 

Date \_\_\_\_\_ Nathaniel Smith  
Project Engineer



PROJECT BASE BID	\$455,426.00
CONTRACT AMENDMENT 1	\$39,800.65
<b>PROJECT TOTAL</b>	<b>\$495,226.65</b>

11/10/2017  
Date

TOTAL THIS ESTIMATE	\$44,988.15
RELEASE OF RETAINAGE TO 5%	\$20,223.85
RESERVE THIS ESTIMATE (10%) - LINE ITEM 1 - C09504	\$0.00
<b>***** PAY THIS ESTIMATE *****</b>	<b>\$65,212.00</b>

Bradley A. Roland  
Bradley A. Roland, P.E.  
Senior Project Engineer

**Purchase Order No.: 41907**

<b>***** PAY THIS ESTIMATE *****</b>	LINE ITEM 1 - C09504	\$25,411.35
	LINE ITEM 2 - C09504	\$39,800.65
<b>TOTAL PAYMENT</b>		<b>\$65,212.00</b>

John Emerson  
John Emerson  
Wastewater Coordinator

PAID TO DATE	
PAY REQUISITION 1	\$286,362.27
PAY REQUISITION 2	\$118,852.38
PAY REQUISITION 3	\$65,212.00
<b>TOTAL PAID TO DATE</b>	<b>\$470,426.65</b>

RESERVED TO DATE	
PAY REQUISITION 1	\$31,818.03
PAY REQUISITION 2	\$13,205.82
PAY REQUISITION 3 - REDUCTION TO 5%	(\$20,223.85)
<b>TOTAL RESERVE TO DATE</b>	<b>\$24,800.00</b>

TOTAL PROJECT AMOUNT	\$495,226.65
<b>(-) TOTAL COST TO DATE</b>	<b>\$495,226.65</b>
<b>BALANCE OF CONTRACT</b>	<b>\$0.00</b>



**PURCHASE ORDER**  
**CITY OF PORTLAND, MAINE**  
 City Hall, 389 Congress Street  
 Portland, Maine 04101  
 (207) 874-8654

P.O. # 041907  
 Date: 10/20/15

T BUCK CONSTRUCTION INC  
 249 MERROW ROAD  
 AUBURN, ME 04210

City of Portland  
 PUBLIC WORKS ADMIN.  
 55 PORTLAND STREET  
 PORTLAND, ME 04101

VENDOR #  
 848

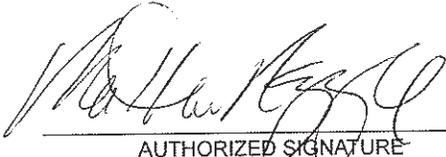
DELIVER BY	SHIP VIA	TERMS
12/31/15		NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
TERRY BUCK	KAREN MARSTON	PMH (BR)

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
		37031005007010	C09504		3807/07/15

LINE #	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	455426.00	EA	2015 PORTLAND PUMP STATION UPGRADE	1.0000	455426.00
				SUB-TOTAL	455426.00
				TOTAL	455426.00
REMARKS: Per your response to the City's Bid #616 and contract dated 10-07-15. Please coordinate work with Brad Roland, 207-874-8840.					

TERMS & CONDITIONS, AS DEPICTED ON THE REVERSE SIDE OF THIS ORDER, ARE A FORMAL PART OF THIS ORDER  
 FOR THE CITY OF PORTLAND, MAINE

  
 AUTHORIZED SIGNATURE

**AGREEMENT BETWEEN THE  
CITY OF PORTLAND  
AND  
T. BUCK CONSTRUCTION, INC.**

**THIS AGREEMENT** is entered into this 7th day of October, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the “**CITY**”), and **T. BUCK CONSTRUCTION, INC.**, a New Hampshire corporation with a mailing address of 249 Nesrow Road, Auburn, Maine 04210 (hereinafter the “**CONTRACTOR**”).

**W I T N E S S E T H:**

**WHEREAS**, the **CITY** is in need of certain pump station upgrades and did advertise a Request for Bids #616 entitled “Contract and Specifications for 2015 Portland Pump Station Upgrade Projects” (hereinafter, the “Request for Bids”), a copy of which is attached as Exhibit A and made a part hereof; and

**WHEREAS**, the **CONTRACTOR** has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services, dated August 25, 2015 (hereinafter, the “Proposal”), a copy of which is attached as Exhibit B and made a part hereof; and

**WHEREAS**, after due consideration of all the Bids, the **CITY** did award the bid to the **CONTRACTOR**;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor (hereinafter the “Work”) in accordance with the specifications contained in the Request

for Bids issued to the Contractors under date of July 27, 2015 by the Purchasing Manager of the City of Portland, and also in accordance with the **CONTRACTOR's** Proposal.

The restatement in this document of any term of the Request for Bids or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Bids or the Proposal and this document, then this document shall govern; and the Request for Bids shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. The **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by the **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.
3. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage for the Work agreed to under this Agreement and as outlined within the contract documents, whether such operations be by themselves or by any subcontractor under them, with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. Name **CITY** as an additional insured on the policy, and provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy actually been endorsed to name the City of Portland as an Additional Insured" and copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured." A Certificate which merely has a box checked under 'Addl Insr,' or the like, or which merely states The City of Portland is named an Additional Insured, will not be acceptable. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **CITY** of termination of insurance from insurance company or agent.
4. The **CONTRACTOR** shall furnish to the **CITY**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the **CITY**. The Bonds shall remain in effect for one year after final acceptance of the Work, and protect the

**CITY** for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment.

5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable. **CONTRACTOR**'s obligations under this paragraph shall survive termination of this Agreement.
6. Prior to any payment, the **CITY** reserves the right to require Waivers of Lien for materials and labor from the **CONTRACTOR** and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to the **CITY** to indemnify it against any lien and as a substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing, including, but not limited to, reimbursement of the **CITY**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien.
7. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice.
8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract and notice to proceed to the **CONTRACTOR**, which will commence work in accordance with the notice to proceed. **CONTRACTOR** shall reach substantial completion of the Work by November 30, 2015 and final completion by December 31, 2015. The time set for such completion may be extended only by written consent of the Director of Public Services or his or her designee (hereinafter, the "Director").
9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director will be final and binding.

10. For performance of all the terms and conditions of this Agreement, the **CITY** will pay the **CONTRACTOR** Four Hundred Fifty-Five Thousand Four Hundred Twenty-Six Dollars and No Cents (\$455,426.00) based on the rates set forth in the Proposal.
11. Payment shall be in accordance with Section 108 – Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as the **CITY** may determine or may withhold, including but not limited to liquidated damages in accordance with general conditions:
  - a. 90 percent of work completed (with balance being retainage); and
  - b. 90 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)Upon substantial completion, the **CITY** shall pay an amount sufficient to increase total payments to the **CONTRACTOR** to 95 percent of the work completed, less such amounts as the **CITY** shall determine in accordance with general conditions. The final five percent of the value of the Work shall be retained for a period of one year from the date of substantial completion.
12. The **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such Work shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Directors.
13. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, the **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
14. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the **CONTRACTOR**. If the Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
15. Out of concern for the public, **CITY** employees and the **CONTRACTOR's** employees, all work performed by the **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.
16. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
17. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an

original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

18. **CITY** and **CONTRACTOR** each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

**IN WITNESS WHEREOF**, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **T. BUCK CONSTRUCTION, INC.** has caused this Agreement to be signed and sealed by Terry Buck, its President, thereunto duly authorized, the day and date first above written.

**WITNESS:**

Sonia Bean

**CITY OF PORTLAND**

By: Jon P. Jennings  
Jon P. Jennings  
Its City Manager

**WITNESS:**

Uma Stone

**T. BUCK CONSTRUCTION, INC.,**

By: Terry Buck

Print or type name: Terry Buck

Its: President

Approved as to form:

MB  
Corporation Counsel's Office

Approved as to funds:

Ben Tall  
Finance Department

**EXHIBIT A**

**CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES**

**CONTRACT AND SPECIFICATIONS**

**for**

**2015 PORTLAND PUMP STATION UPGRADE PROJECTS**

**Bid Number: 616**

**Dated: July 27, 2015**

PROPOSAL

Bid No. 616  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES

PROJECT: PORTLAND PUMP STATION UPGRADE PROJECTS

The UNDERSIGNED hereby declares that he/she or they are the only person(s), firm or corporation interested in this application as principal, that it is made without any connection with any other person(s), firm or corporation submitting an application for the same.

The UNDERSIGNED hereby declares that they have read and understand all conditions as outlined in the invitation, and that the application is made in accordance with same.

The UNDERSIGNED hereby declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this application or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this application. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).

The proposer acknowledges the receipt of Addenda numbered 1, 2, 3 (if applicable)

COMPANY NAME: T Buck Construction, Inc  
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: 8-25-15  
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Terry Buck

ADDRESS: 249 Merrow RD  
Auburn ME 04810  
Zip Code

TELEPHONE: 207-783-6883 FAX: 207-783-3970

24 HOUR #: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

FEDERAL TAX I.D. NUMBER: 02-0428937

NOTE: All applications must bear the handwritten signature of a duly authorized member or employee of the organization making the application. This sheet must be signed and returned with proposal page.

BID FORM						
2015 PORTLAND PUMP STATION UPGRADE PROJECTS						
PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
1	LS	Riverside Street Pump Station Improvements	417,426	00	417,426	00
	1	@ _____ Per Lump Sum				
2	LS	Partridge Road Pump Station Hatch Replacements and Drainage Improvements	17,000	00	17,000	00
	1	@ _____ Per Lump Sum				
3	LS	Casfine Avenue Pump Station Hatch Retrofit	5,000	00	5,000	00
	1	@ _____ Per Lump Sum				
4	LS	Casfine Avenue Pump Station Inline Valve	1,800	00	1,800	00
	1	@ _____ Per Lump Sum				
5	LS	Riverbn Drive Pump Station Hatch Replacement	6,000	00	6,000	00
	1	@ _____ Per Lump Sum				
6	LS	Ashmont Street Pump Station Hatch Retrofits	4,000	00	4,000	00
	1	@ _____ Per Lump Sum				
7	LS	Curtis Road Pump Station Hatch Retrofit	1,400	00	1,400	00
	1	@ _____ Per Lump Sum				
8	LS	Franklin Street Pump Station Hatch Retrofit	2,800	00	2,800	00
	1	@ _____ Per Lump Sum				
<b>2015 PORTLAND PUMP STATION UPGRADE PROJECTS BID</b>			<b>Total Cost</b>			
Total Amount of Base Bid, Written And In Figures Based on Estimate of Quantities			455,426.00			
<i>from budget fifty five thousand</i> <i>four hundred twenty six dollars</i> <i>and 00 cents</i>						

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, Revision of December 2002.

"SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete it within the time limits given in the Special Provisions. Further, that monies will be deducted as liquidated damages at the rate specified in Subsection 107.7.2 "Schedule of Liquidated Damages" for each day that the work shall remain uncompleted after the time herein specified for completion of the work."

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

"The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which maybe derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known."

Respectfully submitted this 25 day of August, 2015

Acknowledgement of Receipt of Addenda:

123

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Soc. Sec. Number \_\_\_\_\_

(Signatures for a Firm, Partnership or Corporation on next page.)

PROPOSAL (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Soc. Sec. No. or Tax I.D. Number \_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

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

IF A CORPORATION, SIGN HERE

Name of Bidder Terry Buck

Authorized Signature *Terry Buck*  
(Name) (Title)

Business Address 249 Meadow Rd Auburn ME 04210

Email Address \_\_\_\_\_

Telephone Number 207.783.6223 Fax Number 207.783.3970

Soc. Sec. No. or Tax I.D. Number 02-0428937

Incorporated under the Laws of the State of NH

Names and Addresses of Officers of the Corporation:

President Terry Buck

Secretary Terry Buck

Treasurer Terry Buck ss

Before me, personally appeared Terry Buck and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: 8.25-15

*Tina Starn*  
Notary Public - Signature and Seal

ALL CORPORATIONS MUST SIGN THIS FORM

AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

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

8.25.15  
(date)

The above is a true copy of the records of the T Buck Construction Inc  
Corporation, which records are in my legal custody.

Terry Buck  
Officer having custody of the records

\_\_\_\_\_<sup>ss</sup>  
Before me appeared, Terry Buck President  
of the T Buck Construction Corporation, and made

oath that the above statement is true.

Tina Stone  
Notary Public - Signature and Seal

# T. Buck Construction, Inc.

249 Merrow Road, Auburn, Maine 04210  
(207) 783-6223 \* (FAX) 783-3970

## UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

The undersigned, being a member of the board of directors of T. Buck Construction, Inc., do hereby consent to the adoption of the following resolutions without a meeting pursuant to RSA 292-A: 44:

RESOLVED: That Terry Buck, President, of the Corporation be and hereby is authorized and directed to execute for and behalf of the corporation, a bid with City of Portland  
For Pump Station Upgrade and as President, to execute any other documents as may be deemed necessary in connection therewith.

Dated: As of: 8.25.15

Terry Buck Director



NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows:  
(In case of Corporation, include and identify President, Treasurer, Manager)

Terry Buck                      President

Mark Ropheters              VP

\_\_\_\_\_

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION  
BEFORE SUBMITTING BID

	Name and Address of Materials Supplier	Materials to be Supplied
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____

**BOND NUMBER: TBC818-121983**

**SECTION 00420  
BID BOND  
(EJCDC Form C-430)**

**BIDDER (Name and Address):**

T. BUCK CONSTRUCTION, INC.  
249 MERROW ROAD  
AUBURN, ME 04210

**SURETY (Name and Address of Principal Place of Business):**

EMPLOYERS MUTUAL CASUALTY COMPANY  
PO BOX 712,  
DES MOINES, IA 50306-8787

**OWNER (Name and Address):**

CITY OF PORTLAND-PURCHASING OFFICE-CITY HALL -  
389 CONGRESS STREET  
PORTLAND ME 04101

**BID**

**BID DUE DATE: AUGUST 18, 2015**

**PROJECT (Brief Description Including Location): 2015 PORTLAND PUMP STATION UPGRADES (#616)  
PORTLAND, ME (CUMBERLAND CO)**

**BOND**

**BOND NUMBER: TBC818-121983**

**DATE (No later than Bid due date): AUGUST 18, 2015**

**PENAL SUM: Five Percent of the Attached Bid (5.00%)**  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER**

**T. BUCK CONSTRUCTION, INC.**

Bidder's Name and Corporate Seal

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

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

**SURETY**

**EMPLOYERS MUTUAL CASUALTY COMPANY**

Surety's Name and Corporate Seal

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

S. B. KELLY, ATTORNEY-IN-FACT  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Note: Above addresses are to be used for giving required notice.

## **BOND NUMBER: TBC818-121983**

### **SECTION 00420 BID BOND (EJCDC Form C-430)**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bond required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by OWNER, or
  - 3.3 OWNER fails to Issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payment upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the office, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.



P.O. Box 712 • Des Moines, IA 50306-0712

No. B28889

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: S.B. KELLY, J. HARRISON, BEATRICE LACHANCE, KATHY DION, DOROTHY WARSHAW, CHRIS SHARPE

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

**ANY AND ALL BONDS**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2018 unless sooner revoked.

**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 9th day of JULY, 2015.

Seals



*Bruce G. Kelley*  
Bruce G. Kelley, Chairman  
of Companies 2, 3, 4, 5 & 6; President  
of Company 1; Vice Chairman and  
CEO of Company 7

*Michael Freel*  
Michael Freel  
Assistant Vice President

On this 9th day of JULY AD 2015 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
My Commission Expires October 10, 2016.

*Kathy Lynn Loveridge*  
Notary Public in and for the State of Iowa

**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JULY 9, 2015 on behalf of: S.B. KELLY, J. HARRISON, BEATRICE LACHANCE, KATHY DION, DOROTHY WARSHAW, CHRIS SHARPE

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 18 day of August 2015. *J D Clough* Vice President



**PURCHASE ORDER**  
**CITY OF PORTLAND, MAINE**  
 City Hall, 389 Congress Street  
 Portland, Maine 04101  
 (207) 874-8654

P.O. # 043467  
 Date: 11/07/16

STULTZ ELECTRIC MOTOR & CONTRO  
 1 MCALISTER FARM ROAD  
 PORTLAND, ME 04103

City of Portland  
 PUBLIC WORKS ADMIN.  
 55 PORTLAND STREET  
 PORTLAND, ME 04101

**VENDOR #**

7549

<b>DELIVER BY</b>	<b>SHIP VIA</b>	<b>TERMS</b>
-------------------	-----------------	--------------

12/12/16

NET

<b>CONFIRM BY</b>	<b>CONFIRM TO</b>	<b>REQUISITIONED BY</b>
-------------------	-------------------	-------------------------

STEVEN NOLLKAMPER

KAREN MARSTON

CBAIER (PEARSON)

<b>FREIGHT</b>	<b>CONTRACT NO.</b>	<b>ACCOUNT NO.</b>	<b>PROJECT</b>	<b>REQ. NO.</b>	<b>REQ. DATE</b>
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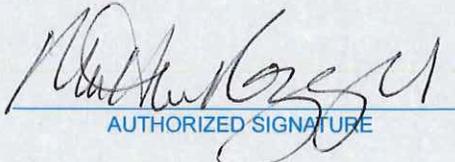
C09504

4010/24/16

LINE #	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	HYDROMATIC #HPGFX300DC 3 HP 230V - 3 PHASE PUMP	6825.0000	6825.00
				SUB-TOTAL	6825.00
				TOTAL	6825.00
			REMARKS: Per your written quotation #31773 dated 09-19-16. Please coordinate delivery with Ben Pearson, 207-874-8843.		

TERMS & CONDITIONS, AS DEPICTED ON THE REVERSE SIDE OF THIS ORDER, ARE A FORMAL PART OF THIS ORDER

FOR THE CITY OF PORTLAND, MAINE

  
 AUTHORIZED SIGNATURE

**AGREEMENT BETWEEN THE  
CITY OF PORTLAND  
AND  
SHAW BROTHERS CONSTRUCTION, INC.**

THIS AGREEMENT is entered into this 11<sup>th</sup> day of February, 2015, by and between the CITY OF PORTLAND, a body politic and corporate (hereinafter the "CITY"), and SHAW BROTHERS CONSTRUCTION, INC., a Maine corporation with a mailing address of 341 Mosher Road, Gorham, Maine 04036 (hereinafter the "CONTRACTOR").

**WITNESSETH:**

WHEREAS, the CITY is in need of equipment rental and the provisions of miscellaneous construction materials and did advertise for Request for Bids #4015 entitled "Time and Materials Contract for Miscellaneous Construction Equipment & Materials," (hereinafter, the "Request for Bids"), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, the CONTRACTOR has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services dated December 16, 2014 (hereinafter, the "Proposal"), a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after due consideration of all the Bids, the CITY did award the bid to the CONTRACTOR;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the specifications contained in the Request for Bids issued to the Contractors under date of November 17, 2014 by the Purchasing Manager of the City of Portland, and also in accordance with the **CONTRACTOR's** Proposal.

The restatement in this document of any term of the Request for Bids or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Bids or the Proposal and this document, then this document shall govern; and the Request for Bids shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. The **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by the **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.
3. Prior to the execution of this Agreement, the **CONTRACTOR** will procure and maintain Automobile Insurance and General Public Liability Insurance coverage and coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Liability Insurance, the **CONTRACTOR** will provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The **CONTRACTOR** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from insurance **SHAW BROTHERS CONSTRUCTION, INC.** or agent.
4. [Intentionally omitted.]
5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to

bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

6. Prior to any payment, the **CITY** reserves the right to require Waivers of Lien for materials and labor from the **CONTRACTOR** and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to the **CITY** to indemnify it against any lien and as a substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTOR's** expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing, including, but not limited to, reimbursement of the **CITY's** reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien.
  7. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice.
  8. Time is of the essence in the performance of this Agreement. The **CONTRACTOR** will be required to mobilize and be on site addressing emergency situations within three hours of notification when directed to do so by the City. In non-emergency situations, the **CITY** will work with the **CONTRACTOR** to establish scheduling.
- The Term of this Agreement shall be for one year from the date of execution. By mutual written agreement of the parties hereto, this Agreement may be extended for three additional calendar years.
9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director of Public Services or designee (hereinafter, the "Director") will be final and binding.
  10. For performance of all the terms and conditions of this Agreement, the **CITY** will pay the **CONTRACTOR** according to the prices listed in its Proposal. Prices quoted shall be fixed for the duration of the term of this Agreement.
  11. The **CITY** shall have the right to retain ten percent (10 %) of each invoice amount as retainage until the Work is completed and accepted by the **CITY**.
-

12. The **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such Work shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Director.
13. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, the **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
14. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the **CONTRACTOR**. If the Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
15. Out of concern for the public, **CITY** employees and the **CONTRACTOR's** employees, all work performed by the **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.
16. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
17. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

*Signatures follow on the next page.*

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Sheila Hill-Christian, its Acting City Manager, thereunto duly authorized, and SHAW BROTHERS CONSTRUCTION, INC. has caused this Agreement to be signed and sealed by JONATHAN SHAW, its PRESIDENT, thereunto duly authorized, the day and date first above written.

WITNESS:

Simon Bean

CITY OF PORTLAND

By: Sheila Hill-Christian  
Sheila Hill-Christian  
Its Acting City Manager

WITNESS:

Mark Bean

SHAW BROTHERS CONSTRUCTION, INC.

By: Jonathan E. Shaw  
Print or type name: JONATHAN E. SHAW  
Its: PRESIDENT

Approved as to form:

WR  
Corporation Counsel's Office

Approved as to funds:

JMK  
Finance Department

**NOTICE TO BIDDERS****CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES****TIME AND MATERIALS CONTRACT  
for MISCELLANEOUS CONSTRUCTION EQUIPMENT & MATERIALS****Request for Applications**

The City of Portland, Maine, is accepting applications for the Rental of Contractor's Equipment with operators, Contractor's personnel and for the purchased of materials as stated herein on an as needed basis as specified below for a contract period that will begin with the execution of this contract and last for one year, with renewal options for up to three additional years on a calendar year basis by mutual agreement. The attached proposal will be addressed to Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received until 3:30 PM on Tuesday, December 16, 2014, at which time they will be publicly opened.

All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or E-mail [mff@portlandmaine.gov](mailto:mff@portlandmaine.gov)). Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

All Bids shall be submitted on the attached form and are to remain open for sixty (60) days after their opening. Late, unsigned bids or bids submitted electronically shall not be accepted.

The successful applicant shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the Contractor and the City, and *naming the City as an additional insured* from such claims, and shall also procure Workers' Compensation insurance. The City disclaims any and all responsibility for injury to Contractors, their agents or others while examining the job or at any other time.

Contractors may expect to supply equipment, operators and materials to perform a variety of work that consists of, but is not limited to, excavation, backfilling, hauling materials, grading compacting, trenching, ditching, installation of catch basins, manholes, piping, lawn restoration, follow-up, sanitary sewer related work, reconstruction/repairs of pipes, culverts, and other emergency repairs as deemed necessary that may be applicable under this contract.

All work shall be done during normal working hours unless otherwise requested by the City. The successful bidder will deliver all equipment items to and from the job site. Prices are to be charged only for time equipment is on site and are not to include travel time to and from job site, trailer charges, staging time and warm-up time. The selected Contractor will be required to mobilize and be on site addressing emergency situations within three hours of notification when directed to do so by the City. In non-emergency situations, the City will work with the Contractor to establish scheduling.

Prices quoted shall be fixed for the entire period of award. Prices quoted shall be in effect 24 hours a day, 365 days a year for the entire period of award.

Contractors shall furnish equipment, labor (drivers/operators, maintenance, insurance, fuel, and all other incidental materials for all rental units, including any applicable taxes.

The equipment and trucks shall be in good condition and must meet all applicable Local, State and Federal rules and regulations. They shall also be subject to inspections by the City to determine their condition and compliance with the rules and regulations as the City deems necessary. If any equipment or truck suffers an inordinate amount of down time, the City reserves the right to reject the further use of that unit. If down time or being late to a job site causes the City to incur costs, the vendor providing the equipment or trucks shall be responsible for these costs.

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use tax and from all Federal Excise taxes. Each bidder shall take this exception into account in calculating his bid price for the work.

Work shall be conducted in an orderly manner and all work shall be performed in accordance with best trade policy and in conformance with pertinent OSHA, Local, State and Federal Government regulations. Contractors will be responsible for acquiring all necessary permits, licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein. The Contractor shall erect, and maintain at all times, any and all safeguards necessary for the protection of life and property of all maritime, pedestrian and vehicular traffic, where applicable.

The successful applicants will be required to sign a standard City contract and provide a certificate of insurance for public liability, property damage, and worker's compensation coverage as stipulated in said contract.

There will be a pre-construction meeting on all jobs, if and when requested by the City at no cost to the City, to discuss specifics of the project to include but not be limited to the following:

1. Equipment, materials, and number and classification of personnel to be present.
2. Appropriate safety plans and considerations.
3. Any additional personnel deemed necessary by contractor must be approved by the City.
4. The City reserves the right to remove personnel and equipment as necessary to insure economical completion of the project.
5. The City reserves the right to supply all or part of the materials needed to complete the project.
6. Appropriate traffic control plan with signage.

No guarantee whatever is offered as to the quantity of work to be done during the new award period.

These labor items are only to be used in conjunction with the equipment items on this bid. The City reserves the right to purchase these labor items outside the bid if it deems it to be to its best interest.

The City reserves the right to accept applications, which in the judgment of the City, provides the best combination of equipment rates, material prices and capability deemed to be in the best interest of the City.

The City reserves the right to rent this equipment elsewhere in an emergency if the successful bidder cannot supply this equipment within the required time.

Use of equipment, materials, manpower and any other items not specifically mentioned within this contract shall be billed at the Contractor's Equipment, Rental Rate List as presented on the Contractor's web site if available. All other rates shall be negotiated.

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment.

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this bid.

It is the custom of the City of Portland, Maine, to pay its bills 30 days after completion and acceptance of the work, and the receipt of properly documented invoices for that work covered under the contract. In submitting applications under these specifications, applicants should take into account all discounts, both trade and time, allowed in accordance with this payment policy and quote a net price.

The City of Portland, Maine, reserves the right to reject any and all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate any bidder's qualifications, capability to perform, availability, past performance record and to verify that bidders are current in their obligations to the City.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

November 17, 2014

Matthew Fitzgerald  
Purchasing Manager

**BID**

Bid No. 4015  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES

**TIME AND MATERIALS CONTRACT  
for MISCELLANEOUS CONSTRUCTION EQUIPMENT & MATERIALS**

Proposal of \_\_\_\_\_  
Name

Address \_\_\_\_\_

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual, the "Name of Firm or Partnership" in the case of a firm or partnership, or the "Name of Bidder" in the case of a corporation.

TO: Matthew Fitzgerald, Purchasing Manager  
City Hall, Room 103  
389 Congress Street  
Portland, ME 04101

Dear Mr. Fitzgerald:

The undersigned, having carefully examined the scope of the work, including all current amendments or revisions thereof, contained herein for the TIME AND MATERIALS CONTRACT for MISCELLANEOUS CONSTRUCTION EQUIPMENT & MATERIALS, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items" submitted by the undersigned.

This Bid may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

**BID FORM**

**1. Backhoes – Rubber Tired**

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1)	\$	\$
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$

**2. Excavators – Small, Medium, Large, Track, Wheeled**

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1)	\$	\$
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$
6)	\$	\$
7)	\$	\$

**3. Bulldozers**

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1)	\$	\$
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$

**4. Front-End Loaders**

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1)	\$	\$
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$

**5. Vibratory Rollers (8-10 tons)**

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1)	\$	\$
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$

**6. Water Wagon (1,500 Gallon Minimum)**

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1)	\$	\$
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$

**7. Dump Trucks Tri-Axle (18-20CY)**

# of Trucks Available	Hourly Rate (w/operator)	\$ / 8hr day
	\$	\$

**8. Dump Trucks Wheeler (14CY)**

# of Trucks Available	Hourly Rate (w/operator)	\$ / 8hr day
	\$	\$

**9. Dump Trucks Wheeler (7CY)**

# of Trucks Available	Hourly Rate (w/operator)	\$ / 8hr day
	\$	\$

**10. Ledge Removal with Excavator and Ledge Hammer**

Year, Make, Model	Price / Cubic Yard
1)	\$

**11. Misc Equipment**

	Hourly Rate	\$ / 8hr day
1) By-pass pumps - 4"	\$	\$
2) By-pass pumps - 6"	\$	\$
3) Air Tool and Compressor	\$	\$
4) Traffic Control Devices – including not limited to Signs, Cones, Barrels, and Barriers	\$	\$

**12. Laborers**

	Price per Hour
Hand Labor / Common Laborer	\$
Mason	\$
Foreman / Supervisor	\$
Flagger	\$
Carpenter	\$

**13. Pavement 19.0mm (See Attached Specifications)**

	Price per Ton
Hand Placed Installed	
Machine Placed Installed	

**14. Materials (See Attached Specifications)**

The following unit prices include transporting to the job site in Portland, Maine.

Materials	Price per cubic yard
Plain Rip-Rap	\$
Heavy Rip-Rap	\$

The undersigned also agrees as follows:

FIRST: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

“The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known.”

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2014

Acknowledgement of Receipt of Addenda: \_\_\_\_\_

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Soc. Sec. Number \_\_\_\_\_

(Signatures for a Firm, Partnership or Corporation on next page)

BID (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Soc. Sec. No. or Tax I.D. Number \_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

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

IF A CORPORATION, SIGN HERE

Name of Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
(Name) (Title)

Business Address \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Soc. Sec. No. or Tax I.D. Number \_\_\_\_\_

Incorporated under the Laws of the State of \_\_\_\_\_

Names and Addresses of Officers of the Corporation:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_ ss

Before me, personally appeared \_\_\_\_\_ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

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

\_\_\_\_\_  
Notary Public - Signature and Seal

ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

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\_\_\_\_\_  
(date)

The above is a true copy of the records of the \_\_\_\_\_  
Corporation, which records are in my legal custody.

\_\_\_\_\_  
Officer having custody of the records

\_\_\_\_\_  
ss

Before me appeared, \_\_\_\_\_,  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation, and made  
oath that the above statement is true.

\_\_\_\_\_  
Notary Public - Signature and Seal

**SUPPLEMENTAL SPECIFICATION  
SECTION 108 - PAYMENT**

**Scope of Section**

This Section contains general provisions related to payment including measurement of quantities, progress payment, retainage, the right to withhold payment, and other payment-related items.

**108.3 Retainage**

Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages in accordance with general conditions:

- a. 95 percent of work completed (with balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)

Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to the Contractor to 98 percent of the work completed, less such amounts as Engineer shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained for a period of one year from the date of substantial completion.

**108.8 Final Payment**

This subsection is revised by adding the following paragraphs: Prior to final payment the following shall be accomplished:

- A. Contractor and the Engineer shall jointly inspect the project to assure completion of all items including Punch List.
- B. Contractor shall submit Record Drawings indicating all changes and additions made during construction.
- C. Waivers of Lien shall be provided to the City for the project.
- D. Contractor shall submit the Warranty and Maintenance Bonds in the amount specified in the contract.
- E. Contractor shall submit all Service Lateral Records.
- F. Final Clean-up shall be completed. No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the appropriate item.
- G. Final Acceptance Notification will be prepared by the City and forwarded to the Contractor for the project along with Final Payment.
- H. Final Contractor Lien Waiver needs to be signed and forwarded to the City.

**SUPPLEMENTAL SPECIFICATION  
SECTION 401 - PLANT MIX PAVEMENTS - GENERAL**

The provisions of Section 401 of the "State of Maine, Department of Transportation, Standard Specifications (for) Highways and Bridges, Revisions of December 2002" shall apply with the following additions and modifications:

**401.11 Preparation Of Existing Surfaces**

All streets to be paved shall be swept of all debris (sand, grass, etc.) prior to paving. Any grass or other vegetation growing in the street shall be removed prior to paving. Tack coat shall be applied per section 409.

Where pavement placed under this Contract joins an existing pavement, the existing pavement, when directed by the Engineer, shall be removed a minimum of 1' wide and 1 ½-inches deep in residential streets and 2-inches deep in arterial streets in order to provide a vertical butt joint. The butt joint shall also be tack coated.

All streets to be shimmed shall be reviewed with Paving Inspector prior to placement to determine depth or grade to be achieved.

All vertical cuts in existing pavements shall be treated with an approved asphaltic tack coat material. The surface of the joint once completed shall be flush with the existing pavement.

All work under this section shall be considered incidental to the related pavement pay items.

**SUPPLEMENTAL SPECIFICATIONS  
SECTION 403 - HOT BITUMINOUS PAVEMENT**

The provisions of Section 403 of the "State of Maine, Department of Transportation, Standard Specifications (for) Highways and Bridges, Revisions of December 2002" shall apply with the following additions and modifications:

**403.03 General**

This section shall include Hot Bituminous Pavement – Grading “B” – 19.0 MM (Road Section Repair) which will consist of, at the direction of the City or their assigned, saw-cutting and removal of existing pavement which has been deemed failed and providing tack coat and placement of binder pavement.

**403.04 Method of Measurement**

The method of measurement for Hot Bituminous Pavement – Grading “B” (19.0 mm) shall be measured by the ton installed.

**403.05 Basis of Payment**

The accepted quantity of bituminous pavement will be paid for at the contract unit price complete in place. This price shall include saw-cutting, removing of existing pavement, fine grading, tack coat, hot bituminous pavement and all labor, materials and equipment necessary to complete the work.

**SUPPLEMENTAL SPECIFICATION  
SECTION 409 - BITUMINOUS TACK COAT**

The provisions of Section 409 of the Standard Specifications shall apply with the following additions or modifications:

**409.07 Application of Bituminous Material**

The rate of application shall be 0.02 gallons per square yard. During application, care shall be taken to assure curbing shall not be discolored. Curbing discolored by tack coat shall be cleaned by CONTRACTOR at no cost to the CITY.

**409.08 Method of Measurement**

The application of the bituminous tack coat shall be incidental to the application of Hot Bituminous Pavement and shall require no measurement or payment.

**409.09 Basis of Payment**

The payment for this work shall be incidental to Section 403 - Hot Bituminous Pavement

**SUPPLEMENTAL SPECIFICATION****Plain Riprap**

Stones shall consist of sound durable rock which will not disintegrate by exposure to water or weather. Either field stone or rough, unhewn quarry stone may be used. Exposed stones shall be angular and as nearly rectangular in cross-section as practicable. Rounded boulders or cobbles will not be permitted. Stones shall weigh from 5 kg [10 lb.] to 100 kg [200 lb.] except that when available suitable stones weighing more than 90 kg [200 lb.] may be used. Approximately 50% of the stones by volume, shall exceed a mass of 25 kg [50 lb.] each.

**Heavy Riprap**

Stones shall consist of sound, durable rock, resistant to the action of air and water. Either field stone or rough, unhewn quarry stone may be used. The exposed stones shall be angular. Round or thin, flat stones will not be permitted. Stones shall have a minimum weight of 225 kg [500 lb.] each and at least 50% of the stones, by volume, shall exceed 450 kg [1,000 lb.] each.

**BID**

Bid No. 4015  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC SERVICES

TIME AND MATERIALS CONTRACT  
for MISCELLANEOUS CONSTRUCTION EQUIPMENT & MATERIALS

Proposal of SHAW BROTHERS CONSTRUCTION, INC.  
Name

Address 341 MUSKIE RD, GORHAM, ME. 04038

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual, the "Name of Firm or Partnership" in the case of a firm or partnership, or the "Name of Bidder" in the case of a corporation.

TO: Matthew Fitzgerald, Purchasing Manager  
City Hall, Room 103  
389 Congress Street  
Portland, ME 04101

Dear Mr. Fitzgerald:

The undersigned, having carefully examined the scope of the work, including all current amendments or revisions thereof, contained herein for the TIME AND MATERIALS CONTRACT for MISCELLANEOUS CONSTRUCTION EQUIPMENT & MATERIALS, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items" submitted by the undersigned.

This Bid may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

**BID FORM**

1. Backhoes – Rubber Tired

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1) 1997 Case 580	\$ 97.00	\$ 776.00
2)	\$	\$
3)	\$	\$
4)	\$	\$
5)	\$	\$

2. Excavators – Small, Medium, Large, Track, Wheeled

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1) 2006 Hitachi 600	\$ 446.00	\$ 3568.00
2) 2008 Hitachi 650	\$ 394.00	\$ 3152.00
3) 2008 Cat 330	\$ 215.00	\$ 1720.00
4) 2012 Hitachi 220	\$ 184.00	\$ 1472.00
5) 2013 Cat 321	\$ 168.00	\$ 1344.00
6) 2013 Cat 316 Rubber Tires	\$ 180.00	\$ 1440.00
7) 2012 Takeuchi 285 Rubber Tires	\$ 110.00	\$ 880.00

3. Bulldozers \* SEE ATTACHED LIST FOR MORE

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1) 2007 Cat D8T	\$ 325.00	\$ 2600.00
2) 2006 JLD 750	\$ 180.00	\$ 1440.00
3) 2012 Cat D5	\$ 140.00	\$ 1120.00
4) 2006 Cat D3	\$ 124.00	\$ 992.00
5)	\$	\$

4. Front-End Loaders \* SEE ATTACHED LIST FOR MORE

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1) 2012 Cat 980	\$ 275.00	\$ 2200.00
2) 2011 Cat 966	\$ 200.00	\$ 1600.00
3) 2013 Cat 930	\$ 140.00	\$ 1120.00
4) 2003 Cat 926	\$ 130.00	\$ 1040.00
5)	\$	\$

5. Vibratory Rollers (8-10 tons) \* SEE ATTACHED LIST FOR MORE

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1) 2000 Cat 563	\$ 131.00	\$ 1048.00
2) 2006 IR SD77	\$ 105.00	\$ 840.00
3) 1997 Bomag 172	\$ 105.00	\$ 840.00
4)	\$	\$
5) * SEE ATTACHED LIST FOR MORE	\$	\$

6. Water Wagon (1,500 Gallon Minimum)

Year, Make, Model	Hourly Rate (w/operator)	\$ / 8hr day
1)	\$	\$
2)	\$	\$
3) NO Bid	\$	\$
4)	\$	\$
5)	\$	\$

7. Dump Trucks Tri-Axle (18-20CY)

# of Trucks Available	Hourly Rate (w/operator)	\$ / 8hr day
20	\$ 86.00	\$ 1688.00

8. Dump Trucks Wheeler (14CY)

# of Trucks Available	Hourly Rate (w/operator)	\$ / 8hr day
6	\$ 70.00	\$ 608.00

9. Dump Trucks Wheeler (7CY)

# of Trucks Available	Hourly Rate (w/operator)	\$ / 8hr day
3	\$ 58.00	\$ 464.00

10. Ledge Removal with Excavator and Ledge Hammer

Year, Make, Model	Price / Cubic Yard
1) 2013 CAT 321	\$ 275.00

11. Misc Equipment

	Hourly Rate	\$ / 8hr day
1) By-pass pumps - 4"	\$	\$
2) By-pass pumps - 6" NO Bid	\$	\$
3) Air Tool and Compressor	\$	\$
4) Traffic Control Devices – including not limited to Signs, Cones, Barrels, and Barriers	\$	\$

12. Laborers

	Price per Hour
Hand Labor / Common Laborer	\$
Mason	\$
Foreman / Supervisor NO Bid	\$
Flagger	\$
Carpenter	\$

13. Pavement 19.0mm (See Attached Specifications)

	Price per Ton
Hand Placed Installed	250.00
Machine Placed Installed	200.00

14. Materials (See Attached Specifications)

The following unit prices include transporting to the job site in Portland, Maine.

Materials	Price per cubic yard
Plain Rip-Rap	\$ 28.00
Heavy Rip-Rap	\$ 28.00

The undersigned also agrees as follows:

FIRST: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

"The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known."

Respectfully submitted this 16th day of December, 2014

Acknowledgement of Receipt of Addenda: \_\_\_\_\_

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Soc. Sec. Number \_\_\_\_\_

(Signatures for a Firm, Partnership or Corporation on next page)



BID (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Soc. Sec. No. or Tax I.D. Number \_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

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

IF A CORPORATION, SIGN HERE

Name of Bidder SWANN BROTHERS CONST. INC

Authorized Signature [Signature] (Name) PRESIDENT (Title)

Business Address 341 Moshuk Rd. Gorham, Me.

Email Address MB@SWANNBROTHERS.COM

Telephone Number 639-2552 Fax Number 639-6239

Soc. Sec. No. or Tax I.D. Number 01-035-0537

Incorporated under the Laws of the State of MAINE

Names and Addresses of Officers of the Corporation:

President JONATHAN E. SHAW

Secretary DANIEL W. SHAW

Treasurer V.P. THOMAS BIGELOW ss

Before me, personally appeared Jonathan E. Shaw and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: 16<sup>th</sup> December 2014

[Signature]

Notary Public - Signature and Seal

CHRISTOPHER J. CLOUTIER  
Notary Public, Maine  
My Commission Expires August 1, 2020

**SHAW BROTHERS CONSTRUCTION, INC.**

I, Peter S. Plumb, Clerk of SHAW BROTHERS CONSTRUCTION, INC., certify that the following named individuals hold the offices set forth opposite their respective names as of the date below:

President: Jonathan E. Shaw  
Treasurer: Daniel H. Shaw  
Vice-President: Thomas B. Biegel  
Clerk: Peter S. Plumb

I further certify that the following are true and exact copies of resolutions of the Corporation's Board of Directors and that said resolutions have not been altered or amended to the date of this certificate:

RESOLVED: To authorize the President, Vice-President and Treasurer of SHAW BROTHERS CONSTRUCTION, INC., or any one of them, to make verbal and written bids on behalf of the Corporation for construction work of any type and nature, including but not limited to earth work, road work, sidewalk work, foundation work and all other manner of work which can be reasonably described as construction work to any organization, whether public or private, anywhere within the State of Maine, at any time, and to fill out, execute and sign on behalf of the Corporation any and all documents which may be required from time to time by the person or organization or governmental entity seeking the bid. The authority of the Vice-President is limited to contracts with a face amount of no more than two million dollars (\$2,000,000).

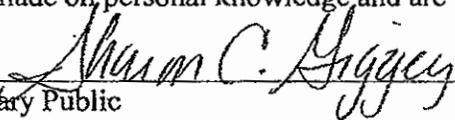
Dated: July 22, 2013

  
\_\_\_\_\_  
Peter S. Plumb, Clerk

State of Maine  
Cumberland, ss.

July 22, 2013

Personally appeared before me the above-named Peter S. Plumb in his capacity as Clerk and made oath that the foregoing statements are made on personal knowledge and are true.

  
\_\_\_\_\_  
Notary Public

SHARON C. GIGGEY  
A NOTARY PUBLIC OF MAINE  
MY COMMISSION EXPIRES JULY 24, 2018

ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

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

\_\_\_\_\_  
(date)

The above is a true copy of the records of the \_\_\_\_\_  
Corporation, which records are in my legal custody.

\_\_\_\_\_  
Officer having custody of the records

\_\_\_\_\_  
SS

Before me appeared, \_\_\_\_\_,  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation, and made  
oath that the above statement is true.

\_\_\_\_\_  
Notary Public - Signature and Seal

**SUPPLEMENTAL SPECIFICATION**  
**SECTION 108 - PAYMENT**

**Scope of Section**

This Section contains general provisions related to payment including measurement of quantities, progress payment, retainage, the right to withhold payment, and other payment-related items.

**108.3 Retainage**

Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages in accordance with general conditions:

- a. 95 percent of work completed (with balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)

Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to the Contractor to 98 percent of the work completed, less such amounts as Engineer shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained for a period of one year from the date of substantial completion.

**108.8 Final Payment**

This subsection is revised by adding the following paragraphs: Prior to final payment the following shall be accomplished:

- A. Contractor and the Engineer shall jointly inspect the project to assure completion of all items including Punch List.
- B. Contractor shall submit Record Drawings indicating all changes and additions made during construction.
- C. Waivers of Lien shall be provided to the City for the project.
- D. Contractor shall submit the Warranty and Maintenance Bonds in the amount specified in the contract.
- E. Contractor shall submit all Service Lateral Records.
- F. Final Clean-up shall be completed. No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the appropriate item.
- G. Final Acceptance Notification will be prepared by the City and forwarded to the Contractor for the project along with Final Payment.
- H. Final Contractor Lien Waiver needs to be signed and forwarded to the City.

**SUPPLEMENTAL SPECIFICATION**  
**SECTION 401 - PLANT MIX PAVEMENTS - GENERAL**

The provisions of Section 401 of the "State of Maine, Department of Transportation, Standard Specifications (for) Highways and Bridges, Revisions of December 2002" shall apply with the following additions and modifications:

**401.11 Preparation Of Existing Surfaces**

All streets to be paved shall be swept of all debris (sand, grass, etc.) prior to paving. Any grass or other vegetation growing in the street shall be removed prior to paving. Tack coat shall be applied per section 409.

Where pavement placed under this Contract joins an existing pavement, the existing pavement, when directed by the Engineer, shall be removed a minimum of 1' wide and 1 ½-inches deep in residential streets and 2-inches deep in arterial streets in order to provide a vertical butt joint. The butt joint shall also be tack coated.

All streets to be shimmed shall be reviewed with Paving Inspector prior to placement to determine depth or grade to be achieved.

All vertical cuts in existing pavements shall be treated with an approved asphaltic tack coat material. The surface of the joint once completed shall be flush with the existing pavement.

All work under this section shall be considered incidental to the related pavement pay items.

**SUPPLEMENTAL SPECIFICATIONS  
SECTION 403 - HOT BITUMINOUS PAVEMENT**

The provisions of Section 403 of the "State of Maine, Department of Transportation, Standard Specifications (for) Highways and Bridges, Revisions of December 2002" shall apply with the following additions and modifications:

**403.03 General**

This section shall include Hot Bituminous Pavement – Grading "B" – 19.0 MM (Road Section Repair) which will consist of, at the direction of the City or their assigned, saw-cutting and removal of existing pavement which has been deemed failed and providing tack coat and placement of binder pavement.

**403.04 Method of Measurement**

The method of measurement for Hot Bituminous Pavement – Grading "B" (19.0 mm) shall be measured by the ton installed.

**403.05 Basis of Payment**

The accepted quantity of bituminous pavement will be paid for at the contract unit price complete in place. This price shall include saw-cutting, removing of existing pavement, fine grading, tack coat, hot bituminous pavement and all labor, materials and equipment necessary to complete the work.

**SUPPLEMENTAL SPECIFICATION  
SECTION 409 - BITUMINOUS TACK COAT**

The provisions of Section 409 of the Standard Specifications shall apply with the following additions or modifications:

**409.07 Application of Bituminous Material**

The rate of application shall be 0.02 gallons per square yard. During application, care shall be taken to assure curbing shall not be discolored. Curbing discolored by tack coat shall be cleaned by CONTRACTOR at no cost to the CITY.

**409.08 Method of Measurement**

The application of the bituminous tack coat shall be incidental to the application of Hot Bituminous Pavement and shall require no measurement or payment.

**409.09 Basis of Payment**

The payment for this work shall be incidental to Section 403 - Hot Bituminous Pavement

**SUPPLEMENTAL SPECIFICATION****Plain Riprap**

Stones shall consist of sound durable rock which will not disintegrate by exposure to water or weather. Either field stone or rough, unhewn quarry stone may be used. Exposed stones shall be angular and as nearly rectangular in cross-section as practicable. Rounded boulders or cobbles will not be permitted. Stones shall weigh from 5 kg [10 lb.] to 100 kg [200 lb.] except that when available suitable stones weighing more than 90 kg [200 lb.] may be used. Approximately 50% of the stones by volume, shall exceed a mass of 25 kg [50 lb.] each.

**Heavy Riprap**

Stones shall consist of sound, durable rock, resistant to the action of air and water. Either field stone or rough, unhewn quarry stone may be used. The exposed stones shall be angular. Round or thin, flat stones will not be permitted. Stones shall have a minimum weight of 225 kg [500 lb.] each and at least 50% of the stones, by volume, shall exceed 450 kg [1,000 lb.] each.



# SHAW BROTHERS CONSTRUCTION, INC.

P.O. Box 69 • 341 Mosher Rd • Gorham, Me 04038

Tel: (207) 839-2552 • Fax: (207) 839-6239

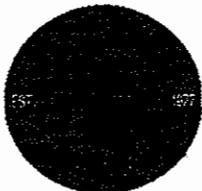
Website: [www.shawbrothers.com](http://www.shawbrothers.com)

*City of Portland*

## Equipment and Labor Rates for 2014 Effective 1/1/14

All Equipment Requires a 4 Hour Minimum

			Hourly w/operator & fuel
<b>EXCAVATORS</b>			
# 820	2006	HITACHI ZX 800 w/bucket or pulverizer	175,000 LB. \$446.00
# 809	2008	HITACHI ZX 650LC-3	155,000 LB. \$394.00
# 844	2003	HITACHI ZX 600LC	132,000 LB. \$341.00
# 816	2006	HITACHI ZX450 LC-3	104,000 LB. \$294.00
# 814	2005	CAT 345C LC	100,000 LB. \$294.00
# 815	2006	CAT 345C LC	100,000 LB. \$294.00
		100,000 LB-115,000 LB EX. W/12,000 LB HAMMER	\$436.00
# 808	2008	CAT 330 DL	80,000 LB. \$215.00
# 818	2006	CAT 330 CL	78,000 LB. \$215.00
# 846	2003	CAT 330 CL	78,000 LB. \$215.00
# 847	2004	CAT 330 CL	78,000 LB. \$215.00
# 848	2004	CAT 330 CL	78,000 LB. \$215.00
# 819	2006	JOHN DEERE 350D LC w/bucket or pulverizer	77,000 LB. \$215.00
		78,000 LB EX. W/8,000 LB HAMMER or SHEER	\$331.00
# 833	2012	HITACHI ZX290LC	66,000 LB. \$184.00
# 834	2012	HITACHI ZX290LC	66,000 LB. \$184.00
# 835	2012	HITACHI ZX290LC	66,000 LB. \$184.00
# 801	2009	CAT 329D LC	66,000 LB. \$184.00
# 802	2006	CAT 325DL w/bucket or pulverizer	64,000 LB. \$184.00
# 841	2003	JOHN DEERE 270 C-LC 60' LONG REACH	63,000 LB. \$315.00
		60,000 LB EXCAVATOR W/5,500 LB HAMMER or SHEER	\$299.00
		**With GPS Control add \$60.00 an hour	
# 836	2013	CAT 321 DL	54000 LB. \$168.00
# 837	2013	CAT 321 DL	54000 LB. \$168.00
# 838	2013	CAT 321 DL	54000 LB. \$168.00
# 839	2013	JOHN DEERE 225 DX LC	54,000 LB. \$168.00
# 840	2013	JOHN DEERE 225 DX LC	54,000 LB. \$168.00
# 827	2011	JOHN DEERE 225 DX LC	54,000 LB. \$168.00
# 817	2006	CAT 321 CL	54,000 LB. \$168.00
# 804	2006	CAT 320 CL	46,000 LB. \$163.00
		40,000 LB - 46,000 LB EX. W/3,500 LB HAMMER	\$273.00
		46,000 LB. EX. WITH ROTARY BUCKET	\$184.00
# 826	2011	CAT M322D VA w/rotary bucket	45,000 LB. \$190.00
# 822	2014	VOLVO EW180D	42,000 LB. \$180.00
# 828	2013	CAT M318 D VA W/rotary bucket	42,000 LB. \$180.00
# 824	2013	CAT M318 D VA W/rotary bucket	42,000 LB. \$180.00
# 821	2012	VOLVO EW180C w/rotary bucket	42,000 LB. \$180.00
# 825	2009	CAT M318 D VA W/rotary bucket	42,000 LB. \$180.00
# 823	2005	CAT M318 C VA w/rotary bucket	42,000 LB. \$180.00
		With Rail Kit add \$20.00 an hour	
		38,000 LB -46,000 LB EX. W/HOE COMPACTOR ADD \$35.00 AN HOUR	
# 811	2006	VOLVO EC 160B LC	38,000 LB. \$137.00
		W/3,000 LB HAMMER	\$230.00
# 830	2012	TAKEUCHI TB285 (rubber tracks)	19,000 LB. \$110.00
# 831	2012	TAKEUCHI TB285 (rubber tracks)	19,000 LB. \$110.00
# 832	2012	TAKEUCHI TB285 (rubber tracks)	19,000 LB. \$110.00
# 812	2007	INGERSOL-RAND ZX75 (rubber tracks)	17,000 LB. \$110.00
# 810	2008	TAKEUCHI TB175 (rubber tracks)	17,000 LB. \$110.00
# 806	2006	TAKEUCHI TB175 (rubber tracks)	17,000 LB. \$110.00
		17,000 LB EXCAVATOR W/750 LB HAMMER	\$163.00
		17,000 LB EXCAVATOR W/COMPACTOR	\$131.00
# 813	2005	TAKEUCHI TB135 (rubber tracks)	8,000 LB. \$100.00
		8,000 LB EXCAVATOR W/660 LB HAMMER	\$125.00
# 842	2014	JOHN DEERE 27D	6,400 LB. \$89.00
# 850	2004	JOHN DEERE 27C	6,400 LB. \$89.00
# 829	2000	CAT 301.5	3,450 LB. \$65.00
# 849	1999	CAT 301.5	3,450 LB. \$65.00
		3,450 LB EXCAVATOR W/HAMMER	\$105.00



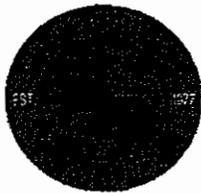
## SHAW BROTHERS CONSTRUCTION, INC.

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Tel: (207) 839-2552 • Fax: (207) 839-6239

Website: [www.shawbrothers.com](http://www.shawbrothers.com)

			Hourly w/operator & fuel	Daily w/o operator & fuel	Weekly w/o operator & fuel	Monthly w/o operator & fuel
<b>DOZERS</b>						
# 203	2007 CAT D8T	76,000 LB.	\$325.00			
# 204	2007 CAT D6T LGP	50,000 LB.	\$225.00			
# 208	2008 JD 750J LGP	38,000 LB.	\$180.00			
# 209	2008 JD 750J LGP	38,000 LB.	\$180.00			
# 248	1997 CAT D6M XL	34,000 LB.	\$155.00			
# 211	2012 CAT D6K LGP	30,000 LB.	\$155.00			
# 212	2012 CAT D5K LGP	21,500 LB.	\$140.00			
# 210	2011 CAT D5K LGP	21,500 LB.	\$140.00			
# 247	2002 JD 650H LGP	20,000 LB.	\$131.00			
# 202	1998 CAT D5C LGP	20,000 LB.	\$131.00			
# 205	2008 JD 450J LGP	17,500 LB.	\$121.00			
# 201	2006 CAT D3G LGP	17,000 LB.	\$121.00			
# 207	1999 JD 450H	16,000 LB.	\$100.00			
# 237	1997 KOMATSU D21	9,000 LB.	\$84.00			
	*With Blade Control add \$30.00 an hour					
	**With GPS Blade Control add \$60.00 an hour					
<b>LOADERS/LOADER-BACKHOES</b>						
# 352	2005 CAT 988H w/on board scales	9.5 YD 112,000 LB.	\$400.00			
# 306	2012 CAT 980K w/on board scales	7.5 YD 67,000 LB.	\$275.00			
# 309	2011 CAT 980H w/on board scales	7.5 YD 67,000 LB.	\$275.00			
# 317	2007 CAT 980H w/on board scales	7.5 YD 67,000 LB.	\$275.00			
# 339	2006 CAT 980H w/on board scales	7.5 YD 67,000 LB.	\$275.00			
# 338	2003 CAT 972G w/on board scales	6.25 YD 55,000 LB.	\$200.00			
# 310	2011 CAT 966H w/on board scales	6 YD 53,000 LB.	\$200.00			
# 313	2009 CAT 966H w/on board scales	6 YD 53,000 LB.	\$200.00			
# 314	2008 CAT 966H w/on board scales	6 YD 53,000 LB.	\$200.00			
# C300	2005 CAT 950G	4 YD 39,000 LB.	\$160.00			
# 319	2000 CAT IT 38 G	3 YD 29,000 LB.	\$140.00			
# 308	2013 CAT 930K	2.75 YD 29,000 LB.	\$140.00			
# 307	2012 CAT 930K	2.75 YD 29,000 LB.	\$140.00			
# 311	2011 CAT 930H	2.75 YD 29,000 LB.	\$130.00			
# 315	2008 CAT 930H	2.75 YD 29,000 LB.	\$130.00			
# 316	2008 CAT 930H	2.75 YD 29,000 LB.	\$130.00			
# 318	2007 CAT 930G	2.75 YD 29,000 LB.	\$130.00			
# 355	2006 CAT 930G	2.75 YD 29,000 LB.	\$130.00			
# 354	2005 CAT 930G	2.75 YD 29,000 LB.	\$130.00			
# 320	2003 CAT IT 28 G	2.75 YD 27,000 LB.	\$130.00			
# 312	2011 CAT IT 14 G	1.5 YD 16,500 LB.	\$105.00			
# 327	1997 CASE 580XL L/B 4X4	15,000 LB.	\$97.00			
# 328	1997 CASE 580XL L/B 4X4	15,000 LB.	\$97.00			
	LOADER/BACKHOE W/750 LB HAMMER					
# 331	2000 CAT 902	.80 YD 10,000 LB.	\$89.00			
# 305	2013 CAT 259 SKID STEER W/Rubber Track		\$100.00			
# 353	2008 Case 445 SKID STEER III With 2' Pavement Grinder	8,200 LB.	\$89.00			\$165.00
# 341	2006 TAKEUCHI TL130 RUBBER TRACK SKID STEER	7,500 LB.	\$100.00			
# 340	2006 CAT 247B RUBBER TRACK SKID STEER	6,700 LB.	\$100.00			
# 332	2000 CAT 228 SKID STEER	5,800 LB.	\$79.00			
# 304	2011 CAT 226 SKID STEER	5,800 LB.	\$79.00			
# 351	1997 CASE 1840 SKID STEER With 18" Pavement Grinder	5,600 LB.	\$79.00			\$131.00
# 333	1997 N.H. SKID STEER LX565SS	5,400 LB.	\$79.00			
<b>GRADERS</b>						
# 420	2001 CAT 16H	58,000 LB.	\$325.00			
# 406	2008 CAT 140M AWD	37,000 LB.	\$185.00			
# 418	2006 CAT 140H	33,000 LB.	\$160.00			
# 421	2006 LEE-BOY 635B	8,700 LB.	\$120.00			
	*With Blade Control add \$30.00 per hour					
	**With GPS Blade Control at \$60.00 an hour					



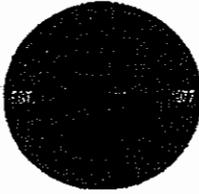
## SHAW BROTHERS CONSTRUCTION, INC.

P.O. Box 69 • 341 Mosher Rd • Gorham, Me 04038

Tel: (207) 839-2552 • Fax: (207) 839-6239

Website: [www.shawbrothers.com](http://www.shawbrothers.com)

				Hourly w/operator & fuel	Daily w/o operator & fuel	Weekly w/o operator & fuel	Monthly w/o operator & fuel
<b>COMPACTION EQUIPMENT</b>							
# 419	2005	CAT CP563E VIBRATORY PADFOOT W 84 IN.	27,000 LB.	\$142.00	\$525.00	\$1,575.00	\$4,725.00
# 479	2006	INGERSOL RAND SD116DX	84 IN.	\$131.00	\$475.00	\$1,420.00	\$3,990.00
# 401	2000	CAT 563D W/CAB	84 IN.	\$131.00	\$475.00	\$1,420.00	\$3,990.00
# 424	2000	CAT 563D	84 IN.	\$131.00	\$475.00	\$1,420.00	\$3,990.00
# 422	1998	CAT 563C	84 IN.	\$131.00	\$475.00	\$1,420.00	\$3,990.00
# 425	1998	CAT 563C	84 IN.	\$131.00	\$475.00	\$1,420.00	\$3,990.00
# 478	2006	INGERSOL RAND SD77DX	66 IN.	\$105.00	\$395.00	\$1,180.00	\$3,570.00
# 477	2006	INGERSOL-RAND SD77DX	66 IN.	\$105.00	\$395.00	\$1,180.00	\$3,570.00
# 476	2005	INGERSOL RAND SD77DX	66 IN.	\$105.00	\$395.00	\$1,180.00	\$3,570.00
# 908	2003	INGERSOL-RAND SD77DX	66 IN.	\$105.00	\$395.00	\$1,180.00	\$3,570.00
# 402	1997	BOMAG BW 172D-2	66 IN.	\$105.00	\$395.00	\$1,180.00	\$3,570.00
# 437	2003	INGERSOL/RAND SD-40D	48 IN.	\$95.00	\$315.00	\$840.00	\$2,625.00
# 410	1987	BOMAG BW 142 SF	48 IN.	\$95.00	\$315.00	\$840.00	\$2,625.00
# 451	1992	BOMAG BW 142D	48 IN.	\$95.00	\$315.00	\$840.00	\$2,625.00
		FORWARD REVERSE COMPACTOR	1,000 LB.	\$32.00	\$235.00		
		HAND COMPACTOR	150 LB.	\$16.00	\$105.00		
<b>PAVING EQUIPMENT</b>							
# 902	2013	CAT 1055 10' TRACK PAVER		\$300.00			
# 901	2013	CAT 555 8' TRACK PAVER		\$250.00			
# 426	2009	EAGLE SIDEWALK PAVER ES4896		\$184.00	\$1,050.00	\$3,150.00	
# 900	2011	WEILER W530 SHOULDER PAVER		\$190.00	\$1,500.00	\$3,500.00	\$8,000.00
# 380	1994	CAT RM350 RECLAIMER		\$525.00			
# 911	2007	CAT CB543D ROLLER 10 TON		\$105.00			
# 904	2008	HAMM HD90 ROLLER		\$105.00	\$420.00	\$1,260.00	\$3,675.00
# 907		INGERSOL ROLLER DD90 HF TEN TON		\$105.00	\$420.00	\$1,260.00	\$3,675.00
# 903	2011	VOLVO PT 240R PNEUMATIC ROLLER		\$105.00	\$420.00	\$1,260.00	\$3,675.00
# 910	2006	HYPAC C530AH PNEUMATIC ROLLER	13,000 LB.	\$89.00	\$420.00	\$1,260.00	\$3,675.00
# 905	2001	CAT CB224D ROLLER 3-5 TON	6,000 LB.	\$79.00	\$265.00	\$790.00	\$2,365.00
# 427	2003	INGERSOL-RAND DD24 3-5 TON	6,000 LB.	\$79.00	\$265.00	\$790.00	\$2,365.00
# 428	2003	INGERSOL-RAND DD24 3-5 TON	6,000 LB.	\$79.00	\$265.00	\$790.00	\$2,365.00
# 909	2013	WHACKER DOUBLE DRUM ROLLER		\$53.00	\$315.00		
# 906		1 TON MQR 2000H ROLLER			\$210.00		
# CP9	1989	POWER CURBER			\$420.00		
# 103-02	2014	FREIGHTLINER 2000 GAL TACK TRUCK		\$125.00			
<b>SCREENING &amp; CRUSHING PLANTS</b>							
# 1466	1998	INNOVATOR 1244 STUMP GRINDER		\$420.00			
# 1484	1994	NORDBERG LOKOTRACK LT125 37"x49" JAW CRUSHER		P.O.R.			
# 1485	1997	NORDBERG P3006203CC CONE PLANT		P.O.R.			
# 1401	2002	NORDBERG LT300 GPB CRAWLER CLOSED CIRCUIT CONE CRUSHER		P.O.R.			
# 1486	1999	NORDBERG LOKOTRACK LT105 28"x44" JAW CRUSHER		\$289.00			
# 1407	2005	NORDBERG LOKOTRACK LT105 28"x44" JAW CRUSHER		\$289.00			
# 1405	2005	KODIAK FAST TRAK CONE CRUSHER FT 200		\$289.00			
# 1458	1996	NORDBERG LOKOTRACK LT100R 30"x40" JAW CRUSHER		\$289.00			
# 1486	2003	50YD SURGE HOPPER WITH SYNTRON FEEDER		P.O.R.			
# 1463	1986	PIONEER 30"x42" JAW CRUSHER		P.O.R.			
# 1460	1986	PIONEER 4R. CONE PLANT		P.O.R.			
# 1462	1986	PIONEER SCREEN		P.O.R.			
# 1408	2014	ASTEC JCI GT165 TRACK SCREEN		P.O.R.			
# 1402	2004	METSO/NORDBURG ST 356 5X19' 2 DECK CRAWLER SCREEN		P.O.R.			
# 1403	2005	METSO/NORDBURG ST 620 6'X20' 3 DECK CRAWLER SCREEN		P.O.R.			
# 1404	2005	METSO/NORDBURG ST 620 6'X20' 3 DECK CRAWLER SCREEN		P.O.R.			
# 1445	1993	PORTEC 271 4X8 SCREEN PLANT		\$126.00	\$840.00	\$2,310.00	\$7,350.00
# 1446	1993	PORTEC 271 4X8 SCREEN PLANT		\$126.00	\$840.00	\$2,310.00	\$7,350.00
# 1406	2010	METSO CV100 SCREEN		\$126.00	\$1,000.00	\$2,625.00	\$7,875.00
# 1453	1994	READ SCREEN ALL RD90 C		\$126.00	\$1,000.00	\$2,625.00	\$7,875.00
# 1425A		RAWSON 80' STACKER		P.O.R.	\$315.00	\$735.00	\$2,100.00
# 1418	2000	RETECH TROMMEL SCREEN 620R		\$158.00	\$1,050.00	\$3,780.00	\$11,550.00
# 1465	2003	RETECH TROMMEL SCREEN 620R		\$158.00	\$1,050.00	\$3,780.00	\$11,550.00
# 1426	1983	HEWITT STACKER 100 FT		\$42.00	\$370.00	\$1,260.00	\$3,780.00



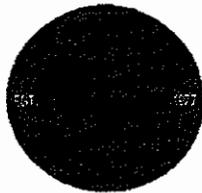
## SHAW BROTHERS CONSTRUCTION, INC.

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			Hourly w/operator & fuel	Daily w/o operator & fuel	Weekly w/o operator & fuel	Monthly w/o operator & fuel
<b><u>DUMP TRUCKS</u></b>						
TRACTOR W/ 3 AXLE FLOWBOY			\$130.00			
TRACTOR 3 AXLE TRAILER DUMP	28 YD	100,000 GVW	\$116.00			
TRI-AXLE DUMP	18 YD	69,000 GVW	\$86.00			
TRI-AXLE ROCK BODY DUMP	18 YD	69,000 GVW	\$100.00			
10 WHEEL DUMP	14 YD	54,000 GVW	\$76.00			
6 WHEEL DUMP	8 YD	34,000 GVW	\$58.00			
6 WHEEL DUMP	3 YD	17,500 GVW	\$47.00			
<b><u>WATER TRUCKS</u></b>						
WATER TRUCK - 6 WHEEL	2000 gals	34,000 GVW	\$74.00	\$420.00	\$1,260.00	\$3,150.00
WATER TRUCK - 10 WHEEL	3500 gals	54,000 GVW	\$95.00	\$525.00	\$1,575.00	\$4,200.00
CAT 25D 4X4 WATER TRUCK	5000 gals		\$179.00	\$895.00		
<b><u>TRACTORS W/LOWBED</u></b>						
TRACTOR W/65 TON LOWBED			\$158.00	PLUS PERMITS		
TRACTOR W/55 TON LOWBED			\$131.00	PLUS PERMITS		
LOG TRAILOR W/PRENTICE LOADER			\$130.00			
TRUCK W/10 TAG ALONG			\$79.00			
ESCORT VEHICLE W/DRIVER			\$53.00			
<b><u>OFF ROAD DUMPS</u></b>						
CAT 740 6 X 6 HAUL TRUCK	30YD	73,000 LB.	\$268.00	\$1,575.00	\$4,725.00	\$13,650.00
VOLVO A35C 6 X 6 HAUL TRUCK	26YD	63,000 LB.	\$231.00	\$1,315.00	\$3,885.00	\$11,550.00
VOLVO A30C 6 X 6 HAUL TRUCK	23YD	46,000 LB.	\$194.00	\$1,050.00	\$3,150.00	\$9,450.00
CAT 25 D 4 X 4 HAUL TRUCK	18 YD	44,000 LB.	\$158.00	\$945.00	\$2,835.00	\$8,400.00
KOMATSU TRACK HAUL TRUCK D11K10 YD		40,000 LB.	\$250.00	\$1,350.00	\$4,000.00	\$12,000.00
<b><u>EQUIPMENT W/SPECIAL ATTACHMENTS</u></b>						
60,000 LB EXCAVATOR W/60 FT. LONG REACH			\$315.00			
75,000 LB EXCAVATOR W/60 FT. LONG REACH			\$368.00			
63,000 LB EXC. W/RB42 CONCRETE PULVERIZER			\$263.00			
63,000 LB EXC. W/MP STEEL SHEAR			\$289.00			
63,000 LB EXC. W/TRAMAC RB60 SHEET			\$315.00			
PILE DRIVER & EXTRACTOR						
75,000 LB EXC. W/SCREENING BUCKET			\$289.00			
LOADER ATTACHMENTS- FORKS, BROOMS, SIDE DUMPS - P.O.R						
EXCAVATOR ATTACHMENTS- PLATE COMPACTORS, GRAPPLES, AUGERS,						
DITCH WITCH, DITCHING BUCKETS, STUMP SPLITTER ETC., HYDRAULIC BARRIER LIFTER - P.O.R						
<b><u>WATERPUMPS</u></b>						
6" PUMP w/hoses				\$370.00		
2" and 3" PUMPS w/hoses				\$130.00		
<b><u>TRAFFIC CONTROL ITEMS</u></b>						
SITE SAFETY PACKAGE (signs, cones, barrels) per crew				\$300.00		
JERSEY BARRIER RENTAL (mob. & demob. not included)				\$6.00 per ft. per month		
SOLAR POWERED MESSAGE BOARD				\$315.00	\$790.00	\$1,575.00
ARROW BOARD				\$160.00	\$315.00	\$735.00
TYPE I BARRIER				\$20.00	\$40.00	\$125.00
TYPE III BARRIER				\$75.00	\$200.00	\$600.00
TRAFFIC DRUM				\$20.00	\$40.00	\$125.00
TRAFFIC CONES				\$15.00	\$30.00	\$90.00
SIGNS				\$20.00	\$40.00	\$125.00
<b><u>SHORING EQUIPMENT</u></b>						
SMALL BOXES				\$185.00	\$550.00	\$1,680.00
TRENCH BOXES				\$275.00	\$790.00	\$2,310.00
MANHOLE BOXES				\$275.00	\$790.00	\$2,310.00
STEEL PLATES				\$80.00	\$235.00	\$710.00
STEEL SHEETING PER LINEAR FT.				\$5.00		



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		Hourly w/operator & fuel	Daily w/o operator & fuel	Weekly w/o operator & fuel	Monthly w/o operator & fuel
<b><u>TRACTORS</u></b>					
# 416	1994 JOHN DEERE 6400 4x4 w/Rototiller	\$105.00			
# 412	2000 JOHN DEERE 5510 w/sweeper, sn. blower, plow, chipper & power rake	\$105.00			
# 730	2002 JD GATOR		\$210.00		
# 403	2012 POLARIS R12 4WHEELER		\$210.00		
<b><u>SWEEPERS</u></b>					
# 058	1997 SCHWARZE M5000 SWEEPER	\$140.00			
# 046	2004 ELGIN SWEEPER	\$131.00			
# 447	2005 ROSCO 4820 BROOM	\$105.00			
# 448	2004 NEW HOLLAND TRACTOR w/sweeper	\$105.00			
# 446	2005 MASSEY FERGUSON TRACTOR w/Sweeper	\$105.00			
# 445	2005 MASSEY FERGUSON TRACTOR w/Sweeper	\$105.00			
<b><u>MISCELLANEOUS</u></b>					
# 384	2012 TIMBERPRO TF830B FORWARDER	\$250.00	\$2,000.00	\$7,000.00	\$21,000.00
# 487	1990 JLG 80H FOOT MANLIFT		\$735.00	\$2,205.00	\$5,515.00
	AIR COMPRESSOR W/TOOLS	\$37.00	\$210.00		
# 417	1999 40 KW MQ GENERATOR DCA 70	\$42.00	\$265.00		
	8,500 W GENERATOR		\$105.00		
	2,500 W GENERATOR		\$80.00		
	4,000 WATT LIGHT TOWER		\$210.00	\$525.00	\$1,575.00
	HIGHWAY SAW W/BLADE & WATER	\$110.00	\$525.00		
# 442	GAS MULCHER M60	\$79.00	\$475.00		
# 443	DIESEL MULCHER TM90	\$79.00	\$475.00		
	SEWER PIPE TESTER		\$210.00		
	WATER PIPE TESTER		\$160.00		
	MANHOLE TESTER		\$105.00		
	CRANE MATS			\$105.00	\$160.00
<b><u>SUPPORT TRUCKS</u></b>					
	1 1/2 - 2 TON UTILITY TRUCK W/COMPRESSOR W/HAND TOOLS	\$55.00	(no operator)		
	1/2 - 1 TON UTILITY/PICK-UP TRUCK W/HAND TOOLS	\$38.00	(no operator)		
<b><u>CRANES</u></b>					
# 400	2008 TEREX RT555 55TON CRANE	\$210.00	\$1575.00 w/operator		
# 69	1998 10 WHEEL TRUCK W/11 TON ART. 50 FT. CRANE	\$110.00			

### LABOR RATES-HOURLY

PROJECT MANAGER	\$79.00
SUPERVISOR	\$74.00
FOREMAN	\$63.00
CONSTRUCTION WORKER	\$41.00
TRUCK DRIVER	\$41.00
OPERATOR	\$50.00
MECHANIC	\$90.00
MECHANIC W/SERVICE TRUCK	\$100.00
2 PERSON LAYOUT CREW w/Vehicle & Survey Equipment	\$131.00
ONE PERSON LAYOUT CREW w/Vehicle & GPS System	\$147.00

\*LABOR RATES DO NOT INCLUDE SUPPORT VEHICLES

\*LABOR RATES SHALL BE TIME AND ONE HALF (1 1/2) AFTER 8 HRS. DAILY OR 40 HOURS WEEKLY.  
DOUBLE TIME SUNDAYS AND HOLIDAYS AND NIGHTS.

### Note: Equipment Rentals

Hourly Rates are based on a four hour minimum and includes an operator and fuel.

Daily, Weekly, & Monthly rates do not include operators or fuel.

Daily= 8 hrs, Weekly=40 hrs, Monthly=160 hrs.

Extended hourly use will be billed on a prorated basis. Moving Charges Not Included.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured -- Owners, Lessees  
Or Contractors -- Automatic Status When  
Required In Construction Agreement With You**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. **Section II -- Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
    - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
    - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cross Insurance TPA 60 Pineland Drive Building 2, Suite 130 New Gloucester ME 04260	<b>CONTACT NAME:</b> Rep New Gloucester
	<b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____
<b>INSURED</b> Shaw Brothers Construction Inc. PO Box 69 Gorham ME 04038	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Construction Services Group NAIC # 5335837
	<b>INSURER B:</b> Dirigo RE WC Group Trust
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES** CERTIFICATE NUMBER: CL14112423787 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCCSGT2015333	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
B	ME Excess WC			DIRIGO2015	1/1/2015	1/1/2016	Limit Included Above

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Job: Equipment Rental & Materials on an as needed basis

Refer to policy for exclusionary endorsements and special provisions.

<b>CERTIFICATE HOLDER</b> City of Portland 389 Congress Street Room 211 Portland, ME 04101	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeff Lewis/MT4 <i>William J Lewis</i>
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**FIRST AMENDMENT TO  
AGREEMENT BETWEEN  
CITY OF PORTLAND  
AND  
SHAW BROTHERS CONSTRUCTION, INC.**

**THIS FIRST AMENDMENT** is made as of this 13th day of February, 2016, to the **AGREEMENT** dated February 11, 2015 by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County and State of Maine, (hereinafter the "**CITY**"), and **SHAW BROTHERS CONSTRUCTION, INC.**, a Maine corporation with a mailing address of 341 Mosher Road, Gorham, Maine 04036 (hereinafter the "**CONTRACTOR**").

**WITNESSETH:**

**WHEREAS**, the **CITY** and the **CONTRACTOR** entered into an agreement dated February 11, 2015 for As-needed Time and Materials for Miscellaneous Construction Equipment & Materials; and

**WHEREAS**, the parties desire to extend the term of said agreement;

**NOW, THEREFORE**, the parties agree to amend the original agreement dated as of February 11, 2015 (hereinafter the "Agreement") as follows:

1. **TERM OF AGREEMENT.** The term of the Agreement, which, pursuant to section 8 of the Agreement expires on February 10, 2016, is hereby extended until February 10, 2019.
2. **COMPENSATION.** **CONTRACTOR** shall be paid at the hourly and other rates specified in the **CONTRACTOR**'s Proposal for services provided pursuant to this Amendment, attached hereto as Exhibit A.
3. **SURVIVING TERMS.** Any and all terms of the Agreement not herein amended shall remain in full force and effect for the duration of the Agreement as amended hereby and are hereby ratified. In the event of any conflict between the terms of this Amendment and the terms of the Agreement and any exhibits thereto, the terms of this Amendment shall govern and control so long as this Amendment is in effect.

**IN WITNESS WHEREOF**, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **SHAW BROTHERS CONSTRUCTION, INC.** has caused this

Agreement to be signed and sealed by Mark Barnes  
Project Manager, thereunto duly authorized, the day and year first above  
written.

WITNESS:

Amia Bean

CITY OF PORTLAND

By: J.P.J.P.  
Jon P. Jennings  
Its City Manager

WITNESS:

Chris K

SHAW BROTHERS CONSTRUCTION,  
INC.

By: Mark Barnes  
Name: Mark Barnes  
Its: PROJECT MANAGER

Approved as to form:

MO  
Corporation Counsel's Office

Approved as to funds:

Bert Allen  
Budget Office

**SHAW BROTHERS CONSTRUCTION, INC.**

P.O. Box 69 • 341 Mosher Rd • Gorham, Me 04038

Tel: (207) 839-2552 • Fax: (207) 839-6239

Website: [www.shawbrothers.com](http://www.shawbrothers.com)**Equipment and Labor Rates for 2016 Effective 1/1/16****All Equipment Requires a 4 Hour Minimum**

			Hourly w/operator & fuel
<b>EXCAVATORS</b>			
# 820	2006	HITACHI ZX 800 w/bucket or pulverizer	175,000 LB. \$450.00
# 809	2008	HITACHI ZX 650LC-3	155,000 LB. \$415.00
# 844	2003	HITACHI ZX 600LC	132,000 LB. \$350.00
# 816	2006	HITACHI ZX450 LC-3	104,000 LB. \$310.00
# 814	2005	CAT 345C LC	100,000 LB. \$310.00
# 815	2006	CAT 345C LC	100,000 LB. \$310.00
		100,000 LB-115,000 LB EX. W/12,000 LB HAMMER	\$450.00
# 854	2015	KOMATSU PC360	80,000 LB. \$235.00
# 808	2008	CAT 330 DL	80,000 LB. \$235.00
# 818	2006	CAT 330 CL	78,000 LB. \$235.00
# 846	2003	CAT 330 CL	78,000 LB. \$235.00
# 847,848	2004	CAT 330 CL	78,000 LB. \$235.00
		78,000 LB EX W/PULVERIZOR	\$290.00
		78,000 LB EX W/60' LONG REACH	\$375.00
		78,000 LB EX. W/8,000 LB HAMMER or SHEER	\$375.00
# 833,834,835	2012	HITACHI ZX290LC	66,000 LB. \$190.00
# 801	2009	CAT 329D LC	66,000 LB. \$190.00
# 802	2006	CAT 325DL	64,000 LB. \$190.00
# 841	2003	JOHN DEERE 270 C-LC 60' LONG REACH	63,000 LB. \$325.00
		65,000 LB EXCAVATOR W/PULVERIZOR	\$250.00
		65,000 LB EXCAVATOR W/5,500 LB HAMMER or SHEER	\$320.00
		**With GPS Control add \$60.00 an hour	
# 836,837,838	2013	CAT 321 DL	54000 LB. \$175.00
# 839,840	2013	JOHN DEERE 225 DX LC	54,000 LB. \$175.00
# 827	2011	JOHN DEERE 225 DX LC	54,000 LB. \$175.00
# 817	2006	CAT 321 CL	54,000 LB. \$175.00
# 804	2006	CAT 320 CL	46,000 LB. \$165.00
		40,000 LB - 46,000 LB EX. W/3,500 LB HAMMER	\$280.00
		46,000 LB. EX. WITH ROTARY BUCKET	\$210.00
# 856	2014	CAT M322D VA w/rotary bucket	45,000 LB. \$210.00
# 826	2011	CAT M322D VA w/rotary bucket	45,000 LB. \$210.00
# 855	2014	CAT M318D VA W/rotary bucket	42,000 LB. \$190.00
# 824,828	2013	CAT M318 D VA W/rotary bucket	42,000 LB. \$190.00
# 825	2009	CAT M318 D VA W/rotary bucket	42,000 LB. \$190.00
# 822	2014	VOLVO EW180D w/rotary bucket	42,000 LB. \$190.00
# 821	2012	VOLVO EW180C w/rotary bucket	42,000 LB. \$190.00
# 823	2014	JOHN DEERE 190DW w/rotary bucket	42,000 LB. \$190.00
		With Rail Kit add \$20.00 an hour	
		38,000 LB -46,000 LB EX. W/HOE COMPACTOR ADD \$35.00 AN HOUR	
# 853	2015	KOMATSU PC170	40,000 LB. \$150.00
		W/3,000 LB HAMMER	\$240.00
# 851,852	2014	TAKEUCHI TB290 (rubber tracks)	19,000 LB. \$120.00
# 830,831,832	2012	TAKEUCHI TB285 (rubber tracks)	19,000 LB. \$120.00
# 810	2008	TAKEUCHI TB175 (rubber tracks)	17,000 LB. \$120.00
		19,000 LB EXCAVATOR W/750 LB HAMMER	\$175.00
		19,000 LB EXCAVATOR W/COMPACTOR	\$131.00
# 813	2005	TAKEUCHI TB135 (rubber tracks)	8,000 LB. \$100.00
		8,000 LB EXCAVATOR W/660 LB HAMMER	\$135.00
# 842	2014	JOHN DEERE 27D	6,400 LB. \$95.00
# 850	2004	JOHN DEERE 27C	6,400 LB. \$95.00
# 829	2000	CAT 301.5	3,450 LB. \$70.00
# 849	1999	CAT 301.5	3,450 LB. \$70.00
		3,450 LB EXCAVATOR W/ HAMMER	\$120.00
<b>GRADERS</b>			
# 420	2001	CAT 16H	58,000 LB. \$350.00
# 406	2008	CAT 140M AWD	37,000 LB. \$210.00
# 418	2006	CAT 140H	33,000 LB. \$180.00
# 421	2006	LEE-BOY 635B	8,700 LB. \$130.00
		*With Blade Control add \$30.00 per hour	
		**With GPS Blade Control at \$60.00 an hour	

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				Hourly w/operator & fuel	Daily w/o operator & fuel	Weekly w/o operator & fuel	Monthly w/o operator & fuel
<b><u>DOZERS</u></b>							
# 203	2007	CAT D8T	76,000 LB.	\$350.00			
# 204	2007	CAT D6T LGP	50,000 LB.	\$250.00			
# 208,209	2008	JD 750J LGP	38,000 LB.	\$190.00			
# 248	1997	CAT D6M XL	34,000 LB.	\$160.00			
# 211	2012	CAT D6K LGP	30,000 LB.	\$170.00			
# 213	2014	JOHN DEERE 700K LGP	30,000 LB.	\$170.00			
# 212	2012	CAT D5K LGP	21,500 LB.	\$150.00			
# 210	2011	CAT D5K LGP	21,500 LB.	\$150.00			
# 247	2002	JD 650H LGP	20,000 LB.	\$140.00			
# 202	1998	CAT D5C LGP	20,000 LB.	\$140.00			
# 205	2008	JD 450J LGP	17,500 LB.	\$130.00			
# 201	2006	CAT D3G LGP	17,000 LB.	\$130.00			
# 207	1999	JD 450H	16,000 LB.	\$110.00			
# 237	1997	KOMATSU D21	9,000 LB.	\$85.00			
		*With Blade Control add \$30.00 an hour					
		**With GPS Blade Control add \$60.00 an hour					
<b><u>LOADERS/LOADER-BACKHOES</u></b>							
# 352	2005	CAT 988H w/on board scales	9.5 YD 112,000 LB.	\$400.00			
# 306	2012	CAT 980K w/on board scales	7.5 YD 67,000 LB.	\$275.00			
# 309	2011	CAT 980H w/on board scales	7.5 YD 67,000 LB.	\$275.00			
# 317	2007	CAT 980H w/on board scales	7.5 YD 67,000 LB.	\$275.00			
# 339	2006	CAT 980H w/on board scales	7.5 YD 67,000 LB.	\$275.00			
# 338	2003	CAT 972G w/on board scales	6.25 YD 55,000 LB.	\$200.00			
# 301	2015	CAT 966M w/on board scales	6 YD 53,000 LB.	\$200.00			
# 310	2011	CAT 966H w/on board scales	6 YD 53,000 LB.	\$200.00			
# 313	2009	CAT 966H w/on board scales	6 YD 53,000 LB.	\$200.00			
# 314	2008	CAT 966H w/on board scales	6 YD 53,000 LB.	\$200.00			
# C300	2005	CAT 950G	4 YD 39,000 LB.	\$160.00			
# 302	2015	CAT 938K	3.5 YD 36,000 LB.	\$150.00			
# 319	2000	CAT IT 38 G	3 YD 29,000 LB.	\$140.00			
# 308	2013	CAT 930K	2.75 YD 29,000 LB.	\$140.00			
# 307	2012	CAT 930K	2.75 YD 29,000 LB.	\$140.00			
# 311	2011	CAT 930H	2.75 YD 29,000 LB.	\$140.00			
# 315,316	2008	CAT 930H	2.75 YD 29,000 LB.	\$140.00			
# 318	2007	CAT 930G	2.75 YD 29,000 LB.	\$140.00			
# 355	2006	CAT 930G	2.75 YD 29,000 LB.	\$140.00			
# 354	2005	CAT 930G	2.75 YD 29,000 LB.	\$140.00			
# 320	2003	CAT IT 28 G	2.75 YD 27,000 LB.	\$140.00			
# 312	2011	CAT IT 14 G	1.5 YD 16,500 LB.	\$125.00			
# 327,328	1997	CASE 580XL L/B 4X4 LOADER/BACKHOE W/750 LB HAMMER	15,000 LB.	\$97.00			
# 331	2000	CAT 902	.80 YD 10,000 LB.	\$90.00			
# 305	2013	CAT 259 SKID STEER W/Rubber Track	9,000 LB.	\$110.00			
# 353	2008	Case 445 SKID STEER III	8,200 LB.	\$90.00			
# 341	2006	TAKEUCHI TL130 RUBBER TRACK SKID STEER	7,500 LB.	\$110.00			
# 334	2015	CAT 242D SKID STEER HIGH FLOW With 2' Pavement Grinder	7,000 LB.	\$100.00			
# 303	2014	CAT 242D SKID STEER	7,000 LB.	\$100.00			
# 340	2006	CAT 247B RUBBER TRACK SKID STEER	6,700 LB.	\$110.00			
# 332	2000	CAT 228 SKID STEER	5,800 LB.	\$80.00			
# 304	2011	CAT 226 SKID STEER	5,800 LB.	\$80.00			
# 351	1997	CASE 1840 SKID STEER With 18" Pavement Grinder	5,600 LB.	\$80.00			
# 333	1997	N.H. SKID STEER LX565SS	5,400 LB.	\$80.00			
<b><u>COMPACTION EQUIPMENT</u></b>							
# 419	2005	CAT CP563E VIBRATORY PADFOOT W 84 IN.	27,000 LB.	\$150.00	\$700.00	\$2,000.00	\$6,000.00
# 479	2006	INGERSOL RAND SD116DX 84 IN.	24,500 LB.	\$135.00	\$550.00	\$1,650.00	\$5,000.00
# 401, 424	2000	CAT 563D W/CAB 84 IN.	24,000 LB.	\$135.00	\$550.00	\$1,650.00	\$5,000.00
# 422,425	1998	CAT 563C 84 IN.	24,000 LB.	\$135.00	\$550.00	\$1,650.00	\$5,000.00
# 477,478	2006	INGERSOL RAND SD77DX 66 IN.	16,500 LB.	\$110.00	\$500.00	\$1,350.00	\$4,000.00
# 476	2005	INGERSOL RAND SD77DX 66 IN.	16,500 LB.	\$110.00	\$500.00	\$1,350.00	\$4,000.00
# 908	2003	INGERSOL-RAND SD77DX 66 IN.	16,500 LB.	\$110.00	\$500.00	\$1,350.00	\$4,000.00

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<b><u>COMPACTION EQUIPMENT - CONT.</u></b>								
# 402	1997	BOMAG BW 172D-2	66 IN.	15,200 LB.	\$105.00	\$500.00	\$1,350.00	\$4,000.00
# 437	2003	INGERSOL/RAND SD-40D	48 IN.	10,000 LB.	\$95.00	\$350.00	\$1,000.00	\$3,000.00
# 410	1987	BOMAG BW 142 SF	48 IN.	10,000 LB.	\$95.00	\$350.00	\$1,000.00	\$3,000.00
# 451	1992	BOMAG BW 142D	48 IN.	10,000 LB.	\$95.00	\$350.00	\$1,000.00	\$3,000.00
		FORWARD REVERSE COMPACTOR		1,000 LB.		\$235.00		
		HAND COMPACTOR		150 LB.		\$105.00		
<b><u>PAVING EQUIPMENT</u></b>								
# 902	2013	CAT AP1055E 10' TRACK PAVER		44,500 LB.	\$300.00			
# 912	2014	CAT AP1000E 10' Rubber Tire		43,000 LB.	\$300.00			
# 901	2013	CAT AP555E 8' TRACK PAVER		39,000 LB.	\$250.00			
# 918	2015	VOEGLE 700 SIDEWALK PAVER		13,000 LB.	\$225.00			
# 426	2009	EAGLE SIDEWALK PAVER ES4896			\$185.00	\$1,050.00	\$3,150.00	
# 900	2011	WEILER W530 SHOULDER PAVER			\$200.00	\$1,500.00	\$4,500.00	\$13,500.00
# 380	1994	CAT RM350 RECLAIMER		53,000 LB.	\$525.00			
# 913	2014	WIRTGEN W50DCI MILL		17,000 LB.	\$225.00			
# 914	2015	CAT CB54XW ROLLER 12 TON		26,000 LB.	\$120.00			
# 911	2007	CAT CB543D ROLLER 10 TON		26,000 LB.	\$105.00			
# 904	2008	HAMM HD90 ROLLER		20,500 LB.	\$105.00	\$550.00	\$1,650.00	\$5,000.00
# 907	2000	INGERSOL ROLLER DD90 HF TEN TON		21,500 LB.	\$105.00	\$550.00	\$1,650.00	\$5,000.00
# 915	2015	HAMM HD14W ROLLER		10,500 LB.	\$100.00	\$500.00	\$1,350.00	\$4,000.00
# 903,916	2011	VOLVO PT 240R PNEUMATIC ROLLER		36,000 LB.	\$105.00	\$550.00	\$1,650.00	\$5,000.00
# 910	2006	HYPAC C530AH PNEUMATIC ROLLER		13,000 LB.	\$89.00	\$550.00	\$1,650.00	\$5,000.00
# 905	2001	CAT CB224D ROLLER 3-5 TON		6,000 LB.	\$79.00	\$350.00	\$1,000.00	\$3,000.00
# 427,428	2003	INGERSOL-RAND DD24 3-5 TON		6,000 LB.	\$79.00	\$350.00	\$1,000.00	\$3,000.00
# 917	2014	HAMM HD10CW ROLLER		5,500 LB.	\$79.00	\$350.00	\$1,000.00	\$3,000.00
# 909	2013	WHACKER DOUBLE DRUM ROLLER		2,500 LB.	\$53.00	\$315.00		
# 906		1 TON MQR 2000H ROLLER				\$210.00		
# CP9	1989	POWER CURBER				\$420.00		
# 103-02	2014	FREIGHTLINER 2000 GAL TACK TRUCK			\$125.00			
<b><u>SCREENING &amp; CRUSHING PLANTS</u></b>								
# 1466	1998	INNOVATOR 1244 STUMP GRINDER			\$420.00			
# 1484	1994	NORDBERG LOKOTRACK LT125 37"x49" JAW CRUSHER			P.O.R.			
# 1458	1996	NORDBERG LOKOTRACK LT100R 30"x40" JAW CRUSHER			\$300.00			
# 1486	1999	NORDBERG LOKOTRACK LT105 28"x44" JAW CRUSHER			\$300.00			
# 1407	2005	NORDBERG LOKOTRACK LT105 28"x44" JAW CRUSHER			\$300.00			
# 1463	1986	PIONEER 30"x42" JAW CRUSHER			P.O.R.			
# 1401	2002	NORDBERG LT300 GPB CRAWLER CONE CRUSHER			P.O.R.			
# 1485	1997	NORDBERG P3006203CC CONE PLANT			P.O.R.			
# 1460	1986	PIONEER 4ft. CONE PLANT w/ 5x16 Screen			P.O.R.			
# 1405	2005	KODIAK FAST TRAK CONE CRUSHER FT 200			\$325.00			
# 1403, 1404	2005	METSO/NORDBURG ST 620 6'X20' 3 DECK CRAWLER SCREEN			P.O.R.			
# 1409	2015	ASTEC JCI GT2055 TRACK SCREEN			P.O.R.			
# 1408	2014	ASTEC JCI GT165 TRACK SCREEN			P.O.R.			
# 1418	2000	RETECH TROMMEL SCREEN 620R			\$158.00	\$1,400.00	\$4,000.00	\$12,000.00
# 1465	2003	RETECH TROMMEL SCREEN 620R			\$158.00	\$1,400.00	\$4,000.00	\$12,000.00
# 1445, 1446	1993	PORTEC 271 4X8 SCREEN PLANT			\$126.00	\$900.00	\$2,700.00	\$8,000.00
# 1406	2010	METSO CV100 SCREEN			\$126.00	\$900.00	\$2,700.00	\$8,000.00
# 1453	1994	READ SCREEN ALL RD90 C			\$126.00	\$900.00	\$2,700.00	\$8,000.00
		FISHER AIR CLASSIFIER			P.O.R.			
# 1486	2003	50YD SURGE HOPPER WITH SYNTRON FEEDER			P.O.R.			
# 1425A		RAWSON 80' STACKER			P.O.R.	\$315.00	\$735.00	\$2,100.00
# 1426	1983	HEWITT STACKER 100 FT			\$42.00	\$370.00	\$1,260.00	\$3,780.00

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<b><u>DUMP TRUCKS</u></b>						
	TRACTOR W/ 3 AXLE FLOWBOY	30 TON	100,000 GVW	\$130.00		
	TRACTOR 3 AXLE TRAILER DUMP	28 YD	100,000 GVW	\$116.00		
	TRI-AXLE DUMP	18 YD	69,000 GVW	\$86.00		
	TRI-AXLE ROCK BODY DUMP	18 YD	69,000 GVW	\$100.00		
	10 WHEEL DUMP	14 YD	54,000 GVW	\$76.00		
	6 WHEEL DUMP	8 YD	34,000 GVW	\$65.00		
	6 WHEEL DUMP	3 YD	17,500 GVW	\$55.00		
<b><u>WATER TRUCKS</u></b>						
	CAT 25D 4X4 WATER TRUCK	5000 gals		\$179.00	\$895.00	
	WATER TRUCK - 10 WHEEL	3500 gals	54,000 GVW	\$95.00	\$525.00	\$4,200.00
	WATER TRUCK - 6 WHEEL	2000 gals	34,000 GVW	\$74.00	\$420.00	\$3,150.00
<b><u>TRACTORS W/LOWBED</u></b>						
	TRACTOR W/65 TON LOWBED			\$200.00	PLUS PERMITS	
	TRACTOR W/55 TON LOWBED			\$135.00	PLUS PERMITS	
	LOG TRAILOR W/PRENTICE LOADER			\$130.00		
	TRUCK W/10 TAG ALONG			\$80.00		
	ESCORT VEHICLE W/DRIVER			\$55.00		
<b><u>OFF ROAD DUMPS</u></b>						
# 371,372,373	CAT 740 6 X 6 HAUL TRUCK	30YD	73,000 LB.	\$275.00	\$1,700.00	\$5,000.00
# 374,375	VOLVO A35C 6 X 6 HAUL TRUCK	26YD	63,000 LB.	\$235.00	\$1,400.00	\$4,000.00
# 377,378,381,382	VOLVO A30C 6 X 6 HAUL TRUCK	23YD	46,000 LB.	\$200.00	\$1,100.00	\$3,500.00
# 376	CAT 25 D 4 X 4 HAUL TRUCK	18 YD	44,000 LB.	\$158.00	\$1,000.00	\$3,000.00
# 383	KOMATSU TRACK HAUL TRUCK D11U 10 YD		40,000 LB.	\$268.00	\$1,700.00	\$5,000.00
<b><u>EQUIPMENT W/SPECIAL ATTACHMENTS</u></b>						
	65,000 LB EXC. W/TRAMAC RB60 SHEET			\$315.00		
	PILE DRIVER& EXTRACTOR					
	75,000 LB EXC. W/SCREENING BUCKET			\$350.00		
	LOADER ATTACHMENTS- FORKS, BROOMS, SIDE DUMPS - P.O.R					
	EXCAVATOR ATTACHMENTS- PLATE COMPACTORS, GRAPPLES, AUGERS,					
	DITCH WITCH, DITCHING BUCKETS, STUMP SPLITTER ETC., HYDRAULIC BARRIER LIFTER - P.O.R					
<b><u>WATERPUMPS</u></b>						
	6" PUMP w/hoses				\$370.00	
	2" and 3" PUMPS w/hoses				\$130.00	
<b><u>TRAFFIC CONTROL ITEMS</u></b>						
	SITE SAFETY PACKAGE (signs, cones, barrels) per crew				\$300.00	
	JERSEY BARRIER RENTAL (mob. & demob. not included)				\$6.00 per ft. per month	
	SOLAR POWERED MESSAGE BOARD			\$315.00	\$790.00	\$1,575.00
	ARROW BOARD			\$160.00	\$315.00	\$735.00
	TYPE I BARRIER			\$20.00	\$40.00	\$125.00
	TYPE III BARRIER			\$75.00	\$200.00	\$600.00
	TRAFFIC DRUM			\$20.00	\$40.00	\$125.00
	TRAFFIC CONES			\$15.00	\$30.00	\$90.00
	SIGNS			\$20.00	\$40.00	\$125.00
<b><u>SHORING EQUIPMENT</u></b>						
	SMALL BOXES			\$185.00	\$550.00	\$1,680.00
	TRENCH BOXES			\$275.00	\$790.00	\$2,310.00
	MANHOLE BOXES			\$275.00	\$790.00	\$2,310.00
	STEEL PLATES			\$80.00	\$235.00	\$710.00
	STEEL SHEETING PER LINEAR FT.			\$5.00		

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<b><u>TRACTORS</u></b>					
# 416	1994 JOHN DEERE 6400 4x4 w/Rototiller	\$120.00			
# 730	2002 JD GATOR		\$210.00		
# 403	2012 POLARIS R12 4WHEELER		\$210.00		
<b><u>SWEEPERS</u></b>					
# 058	1997 SCHWARZE M5000 SWEEPER	\$140.00			
# 046	2004 ELGIN SWEEPER	\$131.00			
# 447	2005 ROSCO 4820 BROOM	\$110.00			
# 448	2004 NEW HOLLAND TRACTOR w/sweeper	\$110.00			
# 446	2005 MASSEY FERGUSON TRACTOR w/Sweeper	\$110.00			
# 445	2005 MASSEY FERGUSON TRACTOR w/Sweeper	\$110.00			
<b><u>MISCELLANEOUS</u></b>					
# 384	2012 TIMBERPRO TF830B FORWARDER	\$250.00	\$2,000.00	\$7,000.00	\$21,000.00
# 487	1990 JLG 80H FOOT MANLIFT		\$735.00	\$2,205.00	\$5,515.00
	AIR COMPRESSOR W/TOOLS	\$37.00	\$210.00		
# 417	1999 40 KW MQ GENERATOR DCA 70	\$42.00	\$265.00		
	8,500 W GENERATOR		\$105.00		
	2,500 W GENERATOR		\$80.00		
	4,000 WATT LIGHT TOWER		\$210.00	\$525.00	\$1,575.00
	HIGHWAY SAW W/BLADE & WATER	\$110.00	\$525.00		
	MCELROY #28 PIPE FUSER		\$225.00	\$955.00	
# 442	GAS MULCHER M60	\$79.00	\$475.00		
# 443	DIESEL MULCHER TM90	\$79.00	\$475.00		
	SEWER PIPE TESTER		\$210.00		
	WATER PIPE TESTER		\$160.00		
	MANHOLE TESTER		\$105.00		
	CRANE MATS			\$105.00	\$160.00
<b><u>SUPPORT TRUCKS</u></b>					
	1 1/2 - 2 TON UTILITY TRUCK W/COMPRESSOR W/HAND TOOLS	\$55.00	(no operator)		
	1/2 - 1 TON UTILITY/PICK-UP TRUCK W/HAND TOOLS	\$38.00	(no operator)		
<b><u>CRANES</u></b>					
# 400	2008 TEREX RT555 55TON CRANE	\$210.00	\$1575.00 w/operator		
# 169	1998 10 WHEEL TRUCK W/11 TON ART. 50 FT. CRANE	\$110.00			

**LABOR RATES-HOURLY**

PROJECT MANAGER	\$80.00
SUPERVISOR	\$90.00
FOREMAN	\$65.00
CONSTRUCTION WORKER	\$45.00
TRUCK DRIVER	\$48.00
OPERATOR	\$55.00
MECHANIC	\$90.00
MECHANIC W/SERVICE TRUCK	\$100.00
2 PERSON LAYOUT CREW w/Vehicle & Survey Equipment	\$135.00
ONE PERSON LAYOUT CREW w/Vehicle & GPS System	\$150.00

**\*LABOR RATES DO NOT INCLUDE SUPPORT VEHICLES**

\* LABOR RATES SHALL BE TIME AND ONE HALF (1 1/2) AFTER 8 HRS. DAILY OR 40 HOURS WEEKLY.  
DOUBLE TIME SUNDAYS AND HOLIDAYS AND NIGHTS.

**Note: Equipment Rentals**

Hourly Rates are based on a four hour minimum and includes an operator and fuel.

Daily, Weekly, & Monthly rates do not include operators or fuel.

Daily= 8 hrs, Weekly=40 hrs, Monthly=160 hrs.

Extended hourly use will be billed on a prorated basis. Moving Charges Not Included.



# SHAW BROTHERS CONSTRUCTION, INC.

INVOICE

P.O. BOX 69 GORHAM, MAINE 04038

MAIN OFFICE  
839-2552 ~ FAX 839-6239

MATERIAL ORDERS  
892-6363 ~ FAX 892-5167

WWW.SHAWBROTHERS.COM

Customer #:489  
Invoice #:10720  
Invoice Date:4/18/2016  
**Due Date: 5/18/2016**  
PO #:John Emerson

**Bill To:**

Portland Public Services  
John Emerson  
55 Portland St

Job No:101  
Description: Misc Jobs

Portland, ME 04101

**Scope of Work:**

4/13/16 - 4/15/16 Emergency sewer repair in front of WCSH6 on High Street, Portland.

Description	Quantity	UoM	Unit Price	Extended Price
<b>4/13/2016 Sewer Repair</b>				
Emergency Dig Safe	1.00	ls	250.00	250.00
Traffic Control Plan (City Approved)	1.00	ls	500.00	500.00
Site Safety Package (signs, cones, barrels)	1.00	ls	500.00	500.00
Supervisor	15.50	hr	90.00	1,395.00
Utility Truck w/ Tools	15.50	hr	38.00	589.00
Site Worker	15.50	hr	45.00	697.50
Utility Truck w/ Tools	15.50	hr	38.00	589.00
Site Worker	12.00	hr	45.00	540.00
Equipment Move (excavator)	1.00	ls	210.00	210.00
45,000 LB Excavator w/operator	11.00	hr	210.00	2,310.00
18 CY Dump Truck	9.00	hr	90.00	810.00
14 CY Dump Truck	9.00	hr	80.00	720.00
Highway Saw	2.00	hr	110.00	220.00
3/4" Crushed Stone	6.00	cy	18.00	108.00
Bank Run Sand	14.00	cy	5.50	77.00
Move Charge (steel plates)	1.50	hr	135.00	202.50
Steel Plates	5.00	ea	80.00	400.00
Move Charge (jumper box)	1.50	hr	135.00	202.50
Jumper Box	2.00	ea	185.00	370.00
<b>4/14/2016 Sewer Repair</b>				
Site Safety Package (signs, cones, barrels)	1.00	ls	500.00	500.00



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Customer #: 489  
Invoice #: 10720  
Invoice Date: 4/18/2016  
**Due Date: 5/18/2016**  
PO #: John Emerson

**Bill To:**

Portland Public Services  
John Emerson  
55 Portland St

Job No: 101  
Description: Misc Jobs

Portland, ME 04101

**Scope of Work:**

4/13/16 - 4/15/16 Emergency sewer repair in front of WCSH6 on High Street, Portland.

Description	Quantity	UoM	Unit Price	Extended Price
Supervisor	12.00	hr	90.00	1,080.00
Utility Truck w/ Tools	12.00	hr	38.00	456.00
Site Worker	12.00	hr	45.00	540.00
Utility Truck w/ Tools	12.00	hr	38.00	456.00
Site Worker	12.00	hr	45.00	540.00
45,000 LB Excavator w/operator	10.00	hr	210.00	2,100.00
18 CY Dump Truck	8.00	hr	90.00	720.00
14 CY Dump Truck	9.00	hr	80.00	720.00
3/4" Crushed Stone	6.00	cy	18.00	108.00
Bank Run Sand	6.00	cy	5.50	33.00
Pavement Disposal (no charge)	14.00	cy	0.00	0.00
Excavation Disposal	32.00	cy	7.00	224.00
Steel Plates	5.00	ea	80.00	400.00
Jumper Box	2.00	ea	185.00	370.00
Forward/Reverse Compactor	1.00	day	235.00	235.00
Portland Cement (94LB Bag)	1.00	ea	15.00	15.00
Water Plug (50LB Bucket)	1.00	ea	50.00	50.00
4000 PSI Concrete	8.00	cy	123.00	984.00



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Customer #:489  
Invoice #:10720  
Invoice Date:4/18/2016  
**Due Date: 5/18/2016**  
PO #:John Emerson

**Bill To:**

Portland Public Services  
John Emerson  
55 Portland St

Job No:101  
Description: Misc Jobs

Portland, ME 04101

**Scope of Work:**

4/13/16 - 4/15/16 Emergency sewer repair in front of WCSH6 on High Street, Portland.

Description	Quantity	UoM	Unit Price	Extended Price
4/15/2016 Paving				
Site Safety Package (signs, cones, barrels)	1.00	ls	500.00	500.00
Supervisor	6.50	hr	90.00	585.00
Utility Truck w/ Tools	6.50	hr	38.00	247.00
Site Worker	4.00	hr	45.00	180.00
Utility Truck w/ Tools	4.00	hr	38.00	152.00
45,000 LB Excavator w/operator	2.00	hr	210.00	420.00
Steel Plates	5.00	ea	80.00	400.00
9.5mm HMA (hand work)	17.00	tn	200.00	3,400.00
Tack	20.00	gal	8.00	160.00

All charges are due and payable within (30) thirty days of the date of invoice. A finance charge of 1 1/2% per month (18% per year) shall be imposed monthly if an outstanding invoice is not paid within (30) thirty days of the invoice date. Any account with an invoice outstanding for more than (60) sixty days shall be placed on C.O.D. terms.

<b>Sub-Total:</b>	26,265.50
<b>Sales Tax:</b>	0.00
<b>Retainage Held:</b>	0.00
<b>Current Amount Due:</b>	<b>26,265.50</b>



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892-6363 ~ FAX 892-5167

WWW.SHAWBROTHERS.COM

Customer #: 489  
Invoice #: 11101  
Invoice Date: 6/20/2016  
Due Date: 7/20/2016  
PO #:

**Bill To:**

Portland Public Services  
John Emerson  
55 Portland St

Portland, ME 04101

Job No: 101  
Description: Misc Jobs

Description	Quantity	UoM	Unit Price	Extended Price
High Street Sewer Repair (please see attached for breakdown)	1.00	ls	37,918.78	37,918.78

All charges are due and payable within (30) thirty days of the date of invoice. A finance charge of 1 1/2% per month (18% per year) shall be imposed monthly if an outstanding invoice is not paid within (30) thirty days of the invoice date. Any account with an invoice outstanding for more than (60) sixty days shall be placed on C.O.D. terms.

**Sub-Total:** 37,918.78  
**Sales Tax:** 0.00  
**Retainage Held:** 0.00  
**Current Amount Due: 37,918.78**



# SHAW BROTHERS CONSTRUCTION, INC.

INVOICE

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MATERIAL ORDERS  
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Customer #: 489  
Invoice #: 11101  
Invoice Date: 6/20/2016  
Due Date: 7/20/2016  
PO #:

**Bill To:**

Portland Public Services  
John Emerson  
55 Portland St

Portland, ME 04101

Job No: 101  
Description: Misc Jobs

Description	Quantity	UoM	Unit Price	Extended Price
High Street Sewer Repair (please see attached for breakdown)	1.00	ls	37,918.78	37,918.78

All charges are due and payable within (30) thirty days of the date of invoice. A finance charge of 1 1/2% per month (18% per year) shall be imposed monthly if an outstanding invoice is not paid within (30) thirty days of the invoice date. Any account with an invoice outstanding for more than (60) sixty days shall be placed on C.O.D. terms.

**Sub-Total:** 37,918.78  
**Sales Tax:** 0.00  
**Retainage Held:** 0.00  
**Current Amount Due: 37,918.78**

Portland Public Works				
Attn: John Emerson				
High Street sewer repair.				
	QTY	UNIT	RATE	TOTAL
<b>6/12/16 - 6/13/2016 NIGHT WORK (OVERTIME)</b>				
Traffic Control Plan (approved by City)	1.00	ls	\$ 500.00	\$ 500.00
Emergency Dig Safe	1.00	ls	\$ 250.00	\$ 250.00
Site Safety Package (signs, cones, barrels, spill kit)	1.00	day	\$ 500.00	\$ 500.00
Supervisor (double time, night work)	13.00	hr	\$ 180.00	\$ 2,340.00
Utility Truck w/ Tools	13.00	hr	\$ 38.00	\$ 494.00
Site Worker (double time, night work)	13.00	hr	\$ 90.00	\$ 1,170.00
Site Worker (double time, night work)	11.00	hr	\$ 90.00	\$ 990.00
Operator (double time, night work)	11.50	hr	\$ 110.00	\$ 1,265.00
Driver (double time, night work)	11.50	hr	\$ 96.00	\$ 1,104.00
Driver (double time, night work)	11.50	hr	\$ 96.00	\$ 1,104.00
Equipment Move Charge (42,000 LB excavator)	1.00	ea	\$ 190.00	\$ 190.00
42,000 LB Excavator (no operator)	6.50	hr	\$ 135.00	\$ 877.50
Equipment Move Charge (54,000 LB excavator)	1.00	ea	\$ 280.00	\$ 280.00
54,000 LB Excavator w/ hammer (no operator)	5.00	hr	\$ 225.00	\$ 1,125.00
18 CY Dump Truck (no driver)	11.50	hr	\$ 42.00	\$ 483.00
18 CY Dump Truck (no driver)	11.50	hr	\$ 42.00	\$ 483.00
Forward Reverse Compactor	1.00	day	\$ 235.00	\$ 235.00
Highway Saw	1.00	day	\$ 525.00	\$ 525.00
Light Tower (2)	2.00	day	\$ 210.00	\$ 420.00
Move Charge (small trench boxes & steel plates)	2.00	hr	\$ 135.00	\$ 270.00
Small Trench Box (2)	2.00	day	\$ 185.00	\$ 370.00
Steel Plates (3)	3.00	day	\$ 80.00	\$ 240.00
Type D Gravel - loaded	18.00	cy	\$ 9.75	\$ 175.50
Bank Run Sand - loaded	18.00	cy	\$ 5.75	\$ 103.50
3/4" Stone - loaded	18.00	cy	\$ 18.00	\$ 324.00
Excavation Disposal	36.00	cy	\$ 7.00	\$ 252.00
Pavement Disposal (no charge)	18.00	cy	\$ -	\$ -
10" N-12 Pipe (stock inventory)	13.00	lf	\$ 7.51	\$ 97.63
10" 45' Fitting (stock inventory)	1.00	ea	\$ 66.13	\$ 66.13
10"x8" Coupling (stock inventory)	1.00	ea	\$ 85.67	\$ 85.67
10"x10" Tee (stock inventory)	1.00	ea	\$ 110.72	\$ 110.72
<b>6/13/2016 DAY WORK</b>				
Supervisor	8.50	hr	\$ 90.00	\$ 765.00
Utility Truck w/ Tools	8.50	hr	\$ 38.00	\$ 323.00
Site Worker	8.50	hr	\$ 45.00	\$ 382.50
Site Worker	8.50	hr	\$ 45.00	\$ 382.50

18 CY Dump Truck	8.50	hr	\$ 90.00	\$ 765.00
42,000 LB Excavator w/ operator	8.50	hr	\$ 190.00	\$ 1,615.00
4000 PSI Concrete (5 CY delivered)	1.00	ls	\$ 639.00	\$ 639.00
12.5mm HMA	7.00	ton	\$ 65.00	\$ 455.00
Tack (5 gallon bucket w/ applicator)	0.50	ea	\$ 65.00	\$ 32.50
<b>6/13/16 - 6/14/2016 NIGHT WORK (OVERTIME)</b>				
Site Safety Package (signs, cones, barrels, spill kit)	1.00	day	\$ 500.00	\$ 500.00
Supervisor (double time, night work)	10.50	hr	\$ 180.00	\$ 1,890.00
Utility Truck w/ Tools	10.50	hr	\$ 38.00	\$ 399.00
Site Worker (double time, night work)	10.50	hr	\$ 90.00	\$ 945.00
Site Worker (double time, night work)	10.50	hr	\$ 90.00	\$ 945.00
Operator (double time, night work)	10.50	hr	\$ 110.00	\$ 1,155.00
Driver (double time, night work)	10.50	hr	\$ 96.00	\$ 1,008.00
Driver (double time, night work)	10.50	hr	\$ 96.00	\$ 1,008.00
42,000 LB Excavator (no operator)	8.50	hr	\$ 135.00	\$ 1,147.50
54,000 LB Excavator w/ hammer (no operator)	2.00	hr	\$ 225.00	\$ 450.00
18 CY Dump Truck (no driver)	10.50	hr	\$ 42.00	\$ 441.00
18 CY Dump Truck (no driver)	10.50	hr	\$ 42.00	\$ 441.00
Forward Reverse Compactor	1.00	day	\$ 235.00	\$ 235.00
Light Tower (2)	2.00	day	\$ 210.00	\$ 420.00
Small Trench Box (2)	2.00	day	\$ 185.00	\$ 370.00
Steel Plates (3)	3.00	day	\$ 80.00	\$ 240.00
Type D Gravel - loaded	18.00	cy	\$ 9.75	\$ 175.50
Bank Run Sand - loaded	18.00	cy	\$ 5.75	\$ 103.50
3/4" Stone - loaded	9.00	cy	\$ 18.00	\$ 162.00
Excavation Disposal	36.00	cy	\$ 7.00	\$ 252.00
10" N-12 Pipe (stock inventory)	13.00	lf	\$ 7.51	\$ 97.63
<b>6/14/2016 DAY WORK</b>				
Supervisor	5.00	hr	\$ 90.00	\$ 450.00
Utility Truck w/ Tools	5.00	hr	\$ 38.00	\$ 190.00
Site Worker	5.00	hr	\$ 45.00	\$ 225.00
Site Worker	5.00	hr	\$ 45.00	\$ 225.00
14 CY Dump Truck	5.00	hr	\$ 90.00	\$ 450.00
42,000 LB Excavator w/ operator	5.00	hr	\$ 190.00	\$ 950.00
4000 PSI Concrete (6 CY delivered)	1.00	ls	\$ 766.00	\$ 766.00
12.5mm HMA	7.00	ton	\$ 65.00	\$ 455.00
Tack (5 gallon bucket w/ applicator)	0.50	ea	\$ 65.00	\$ 32.50
			<b>TOTAL</b>	<b>\$ 37,918.78</b>

Portland Public Works				
Attn: John Emerson				
High Street sewer repair.				
	QTY	UNIT	RATE	TOTAL
<b>6/12/16 - 6/13/2016 NIGHT WORK (OVERTIME)</b>				
Traffic Control Plan (approved by City)	1.00	ls	\$ 500.00	\$ 500.00
Emergency Dig Safe	1.00	ls	\$ 250.00	\$ 250.00
Site Safety Package (signs, cones, barrels, spill kit)	1.00	day	\$ 500.00	\$ 500.00
Supervisor (double time, night work)	13.00	hr	\$ 180.00	\$ 2,340.00
Utility Truck w/ Tools	13.00	hr	\$ 38.00	\$ 494.00
Site Worker (double time, night work)	13.00	hr	\$ 90.00	\$ 1,170.00
Site Worker (double time, night work)	11.00	hr	\$ 90.00	\$ 990.00
Operator (double time, night work)	11.50	hr	\$ 110.00	\$ 1,265.00
Driver (double time, night work)	11.50	hr	\$ 96.00	\$ 1,104.00
Driver (double time, night work)	11.50	hr	\$ 96.00	\$ 1,104.00
Equipment Move Charge (42,000 LB excavator)	1.00	ea	\$ 190.00	\$ 190.00
42,000 LB Excavator (no operator)	6.50	hr	\$ 135.00	\$ 877.50
Equipment Move Charge (54,000 LB excavator)	1.00	ea	\$ 280.00	\$ 280.00
54,000 LB Excavator w/ hammer (no operator)	5.00	hr	\$ 225.00	\$ 1,125.00
18 CY Dump Truck (no driver)	11.50	hr	\$ 42.00	\$ 483.00
18 CY Dump Truck (no driver)	11.50	hr	\$ 42.00	\$ 483.00
Forward Reverse Compactor	1.00	day	\$ 235.00	\$ 235.00
Highway Saw	1.00	day	\$ 525.00	\$ 525.00
Light Tower (2)	2.00	day	\$ 210.00	\$ 420.00
Move Charge (small trench boxes & steel plates)	2.00	hr	\$ 135.00	\$ 270.00
Small Trench Box (2)	2.00	day	\$ 185.00	\$ 370.00
Steel Plates (3)	3.00	day	\$ 80.00	\$ 240.00
Type D Gravel - loaded	18.00	cy	\$ 9.75	\$ 175.50
Bank Run Sand - loaded	18.00	cy	\$ 5.75	\$ 103.50
3/4" Stone - loaded	18.00	cy	\$ 18.00	\$ 324.00
Excavation Disposal	36.00	cy	\$ 7.00	\$ 252.00
Pavement Disposal (no charge)	18.00	cy	\$ -	\$ -
10" N-12 Pipe (stock inventory)	13.00	lf	\$ 7.51	\$ 97.63
10" 45' Fitting (stock inventory)	1.00	ea	\$ 66.13	\$ 66.13
10"x8" Coupling (stock inventory)	1.00	ea	\$ 85.67	\$ 85.67
10"x10" Tee (stock inventory)	1.00	ea	\$ 110.72	\$ 110.72
<b>6/13/2016 DAY WORK</b>				
Supervisor	8.50	hr	\$ 90.00	\$ 765.00
Utility Truck w/ Tools	8.50	hr	\$ 38.00	\$ 323.00
Site Worker	8.50	hr	\$ 45.00	\$ 382.50
Site Worker	8.50	hr	\$ 45.00	\$ 382.50

18 CY Dump Truck	8.50	hr	\$ 90.00	\$ 765.00
42,000 LB Excavator w/ operator	8.50	hr	\$ 190.00	\$ 1,615.00
4000 PSI Concrete (5 CY delivered)	1.00	ls	\$ 639.00	\$ 639.00
12.5mm HMA	7.00	ton	\$ 65.00	\$ 455.00
Tack (5 gallon bucket w/ applicator)	0.50	ea	\$ 65.00	\$ 32.50
<b>6/13/16 - 6/14/2016 NIGHT WORK (OVERTIME)</b>				
Site Safety Package (signs, cones, barrels, spill kit)	1.00	day	\$ 500.00	\$ 500.00
Supervisor (double time, night work)	10.50	hr	\$ 180.00	\$ 1,890.00
Utility Truck w/ Tools	10.50	hr	\$ 38.00	\$ 399.00
Site Worker (double time, night work)	10.50	hr	\$ 90.00	\$ 945.00
Site Worker (double time, night work)	10.50	hr	\$ 90.00	\$ 945.00
Operator (double time, night work)	10.50	hr	\$ 110.00	\$ 1,155.00
Driver (double time, night work)	10.50	hr	\$ 96.00	\$ 1,008.00
Driver (double time, night work)	10.50	hr	\$ 96.00	\$ 1,008.00
42,000 LB Excavator (no operator)	8.50	hr	\$ 135.00	\$ 1,147.50
54,000 LB Excavator w/ hammer (no operator)	2.00	hr	\$ 225.00	\$ 450.00
18 CY Dump Truck (no driver)	10.50	hr	\$ 42.00	\$ 441.00
18 CY Dump Truck (no driver)	10.50	hr	\$ 42.00	\$ 441.00
Forward Reverse Compactor	1.00	day	\$ 235.00	\$ 235.00
Light Tower (2)	2.00	day	\$ 210.00	\$ 420.00
Small Trench Box (2)	2.00	day	\$ 185.00	\$ 370.00
Steel Plates (3)	3.00	day	\$ 80.00	\$ 240.00
Type D Gravel - loaded	18.00	cy	\$ 9.75	\$ 175.50
Bank Run Sand - loaded	18.00	cy	\$ 5.75	\$ 103.50
3/4" Stone - loaded	9.00	cy	\$ 18.00	\$ 162.00
Excavation Disposal	36.00	cy	\$ 7.00	\$ 252.00
10" N-12 Pipe (stock inventory)	13.00	lf	\$ 7.51	\$ 97.63
<b>6/14/2016 DAY WORK</b>				
Supervisor	5.00	hr	\$ 90.00	\$ 450.00
Utility Truck w/ Tools	5.00	hr	\$ 38.00	\$ 190.00
Site Worker	5.00	hr	\$ 45.00	\$ 225.00
Site Worker	5.00	hr	\$ 45.00	\$ 225.00
14 CY Dump Truck	5.00	hr	\$ 90.00	\$ 450.00
42,000 LB Excavator w/ operator	5.00	hr	\$ 190.00	\$ 950.00
4000 PSI Concrete (6 CY delivered)	1.00	ls	\$ 766.00	\$ 766.00
12.5mm HMA	7.00	ton	\$ 65.00	\$ 455.00
Tack (5 gallon bucket w/ applicator)	0.50	ea	\$ 65.00	\$ 32.50
			<b>TOTAL</b>	<b>\$ 37,918.78</b>



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Customer #: 489  
Invoice #: 10767  
Invoice Date: 4/25/2016  
**Due Date: 5/25/2016**  
PO #:

**Bill To:**

Portland Public Services  
Attn: John Emerson  
55 Portland Street  
Portland, ME 04101

Job No: 101  
Description: Misc Jobs

Description	Quantity	UoM	Unit Price	Extended Price
Emergency Dig Safe	1.00	ls	250.00	250.00
Traffic Control Plan (City Approved)	1.00	ls	500.00	500.00
4/21/16 - Repair sewer line at State Street and Sherman Street				
Site Safety Package	1.00	ls	500.00	500.00
Supervisor w/utility truck	12.50	hr	128.00	1,600.00
Foreman w/utility truck	12.50	hr	103.00	1,287.50
Site Worker w/utility truck	12.50	hr	83.00	1,037.50
Site Worker	11.50	hr	45.00	517.50
66,000 LB Excavator (Move Charge)	1.00	ls	190.00	190.00
66,000 LB Excavator w/operator	12.00	hr	190.00	2,280.00
19,000 LB Excavator (Move Charge)	1.00	ls	120.00	120.00
19,000 LB Excavator w/operator	11.50	hr	120.00	1,380.00
18 CY Dump Truck	3.00	hr	90.00	270.00
(2) 14 CY Dump Trucks	23.00	hr	80.00	1,840.00
Flaggers	32.50	hr	25.00	812.50
Highway Saw	1.00	hr	110.00	110.00
Forward/reverse Compactor	1.00	day	235.00	235.00
EJ Prescott Billing (+ 10% Mark-up)	1.10	ls	888.23	977.05
3/4' Stone - Loaded	14.00	cy	18.00	252.00
4" Gravel - Loaded	16.00	cy	11.50	184.00
Type A Gravel - Loaded	14.00	cy	15.00	210.00
Sand Fill - Loaded	28.00	cy	5.50	154.00
Excavation Disposal	56.00	cy	7.00	392.00
Pavement Disposal (No Charge)	14.00	cy	0.00	0.00
Steel Plates (Move Charge)	1.50	hr	135.00	202.50



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Invoice #: 10767  
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**Due Date: 5/25/2016**  
PO #:

**Bill To:**

Portland Public Services  
Attn: John Emerson  
55 Portland Street  
Portland, ME 04101

Job No: 101  
Description: Misc Jobs

Description	Quantity	UoM	Unit Price	Extended Price
Jumper Box (Move Charge)	1.50	hr	135.00	202.50
Trench Box (Move Charge)	1.50	hr	135.00	202.50
4/22/16 - Repave sewer trench, raise two covers				
Site Safety Package	1.00	ls	500.00	500.00
Supervisor w/utility truck	9.00	hr	128.00	1,152.00
Foreman w/utility truck	9.00	hr	103.00	927.00
Site Worker w/utility truck	10.00	hr	83.00	830.00
Site Worker	8.00	hr	45.00	360.00
19,000 LB Excavator w/operator	7.00	hr	120.00	840.00
36,000 LB Pavement Roller (Move Charge)	1.00	ls	105.00	105.00
36,000 LB Pavement Roller	3.00	hr	105.00	315.00
18 CY Dump Truck	7.00	hr	90.00	630.00
Flaggers	23.50	hr	25.00	587.50
12.5 HMA	10.08	tn	65.00	655.20

All charges are due and payable within (30) thirty days of the date of invoice. A finance charge of 1 1/2% per month (18% per year) shall be imposed monthly if an outstanding invoice is not paid within (30) thirty days of the invoice date. Any account with an invoice outstanding for more than (60) sixty days shall be placed on C.O.D. terms.

<b>Sub-Total:</b>	22,608.25
<b>Sales Tax:</b>	0.00
<b>Retainage Held:</b>	0.00
<b>Current Amount Due:</b>	<b>22,608.25</b>



# SHAW BROTHERS CONSTRUCTION, INC.

INVOICE

P.O. BOX 69 GORHAM, MAINE 04038

MAIN OFFICE  
839-2552 ~ FAX 839-6239

MATERIAL ORDERS  
892-6363 ~ FAX 892-5167

WWW.SHAWBROTHERS.COM

Customer #: 489  
Invoice #: 11365  
Invoice Date: 7/31/2016  
**Due Date: 8/30/2016**  
PO #:

**Bill To:**

Portland Public Services  
John Emerson  
55 Portland St

Job No: 101  
Description: Misc Jobs

Portland, ME 04101

**Scope of Work:**

Danforth Street Sewer Replacement

Description	Quantity	UoM	Unit Price	Extended Price
Shaw Brothers Construction provided all necessary labor, equipment & materials to replace approx 350' of 12" sewer/storm line according to our proposal dated May 4th	1.00	ls	128,478.00	128,478.00

All charges are due and payable within (30) thirty days of the date of invoice. A finance charge of 1 1/2% per month (18% per year) shall be imposed monthly if an outstanding invoice is not paid within (30) thirty days of the invoice date. Any account with an invoice outstanding for more than (60) sixty days shall be placed on C.O.D. terms.

<b>Sub-Total:</b>	128,478.00
<b>Sales Tax:</b>	0.00
<b>Retainage Held:</b>	0.00
<b>Current Amount Due:</b>	<b>128,478.00</b>

<b>Shaw Brothers Construction, Inc.</b>				
341 Mosher Road, P.O. Box 69				
Gorham, Maine 04038				
Bid For:		Danforth St. Sewer Replacement		
		Portland		
Bid To:		City of Portland		
<b>Estimate Breakdown</b>				
Completed by June 30, 2016				
350' of 12" PVC Sewer, 7-20' long 6" services, 9' deep				
4" Concrete to Replace Cobbles				
<b>Bid Items</b>				
<b>Item</b>	<b>Qty.</b>	<b>Unit</b>	<b>Price</b>	<b>Total</b>
<b>General Conditions:</b>				
Dig Safe	1	ls	\$ 500.00	\$ 500.00
Equipment Moves	8	hrs	\$ 135.00	\$ 1,080.00
Project Manager	30	hrs	\$ 80.00	\$ 2,400.00
Traffic Control Plan	1	ls	\$ 500.00	\$ 500.00
Street Opening Permit & Maint Fees	1	ls	\$ 23,331.00	\$ 23,331.00
Sidewalk Closure Permit	5	cd	\$ 40.00	\$ 200.00
Grind Butt Joints	54	sy	\$ 15.00	\$ 810.00
Site Safety Package	6	cd	\$ 300.00	\$ 1,800.00
Flaggers (2)	120	hr	\$ 25.00	\$ 3,000.00
Bypass Pump Rental & Hoses	6	cd	\$ 130.00	\$ 780.00
Excavation Disposal	700	cy	\$ 3.00	\$ 2,100.00
<b>Labor &amp; Equipment:</b>				
Foreman	60	hr	\$ 103.00	\$ 6,180.00
Siteworker (3)	180	hr	\$ 45.00	\$ 8,100.00
54,000 LB Rubber Tired Excavator	60	hrs	\$ 175.00	\$ 10,500.00
17,000 LB Excavator w/Compactor	30	hrs	\$ 131.00	\$ 3,930.00
3 Yard Loader	60	hrs	\$ 140.00	\$ 8,400.00
18 Yard Dump (3)	180	hr	\$ 90.00	\$ 16,200.00
Highway Saw	10	hr	\$ 110.00	\$ 1,100.00
Trench Box	6	cd	\$ 275.00	\$ 1,650.00
Steel Plates (4)	20	cd	\$ 80.00	\$ 1,600.00
<b>Materials:</b>				
Core Existing Structure (12")	4	ea	\$ 750.00	\$ 3,000.00
Stone Bedding	75	cy	\$ 18.00	\$ 1,350.00
Sand Backfill	209	cy	\$ 7.00	\$ 1,463.00
12" SDR-35 Pipe	350	lf	\$ 7.00	\$ 2,450.00
12"X6" Wye	7	ea	\$ 160.00	\$ 1,120.00
6" SDR-35 Pipe	140	lf	\$ 2.00	\$ 280.00
18" MDOT Type D	204	cy	\$ 11.00	\$ 2,244.00
3" MDOT Type B	34	cy	\$ 15.00	\$ 510.00
4" 4,000 PSI Concrete	40	cy	\$ 100.00	\$ 4,000.00
2" 19MM HMA	55	ton	\$ 150.00	\$ 8,250.00
2" 9.5MM HMA	62	ton	\$ 150.00	\$ 9,300.00
Tack	14	gal	\$ 25.00	\$ 350.00
			<b>Total</b>	<b>\$ 128,478.00</b>



# SHAW BROTHERS CONSTRUCTION, INC.

INVOICE

P.O. BOX 69 GORHAM, MAINE 04038

MAIN OFFICE  
839-2552 ~ FAX 839-6239

MATERIAL ORDERS  
892-6363 ~ FAX 892-5167

WWW.SHAWBROTHERS.COM

Customer #: 489  
Invoice #: 12090  
Invoice Date: 11/14/2016  
**Due Date: 12/14/2016**  
PO #:

**Bill To:**

Portland Public Services  
John Emerson  
55 Portland St

Job No: 101  
Description: Misc Jobs

Portland, ME 04101

Description	Quantity	UoM	Unit Price	Extended Price
Emergency 8" sewer repair on Stevens Ave as discussed with John Emerson & Kraig Lucas (See attached for breakdown)	1.00	ls	25,884.42	25,884.42

All charges are due and payable within (30) thirty days of the date of invoice. A finance charge of 1 1/2% per month (18% per year) shall be imposed monthly if an outstanding invoice is not paid within (30) thirty days of the invoice date. Any account with an invoice outstanding for more than (60) sixty days shall be placed on C.O.D. terms.

<b>Sub-Total:</b>	25,884.42
<b>Sales Tax:</b>	0.00
<b>Retainage Held:</b>	0.00
<b>Current Amount Due:</b>	<b>25,884.42</b>

City of Portland  
John Emerson

Emergency 8" sewer repair on Stevens Avenue, as discussed with John Emerson & Kraig Lucas

**11/8/2016**

Dig Safe	1.00	ls	\$ 250.00	\$ 250.00
Traffic Control Plan - City approved	1.00	ls	\$ 500.00	\$ 500.00
Portable Toilet	1.00	ls	\$ 100.00	\$ 100.00
Site Safety Package (signs, cones, barrels, spill kit)	1.00	day	\$ 300.00	\$ 300.00
Supervisor	4.00	hr	\$ 90.00	\$ 360.00
Utility Truck w/ Tools	4.00	hr	\$ 38.00	\$ 152.00
Foreman	5.00	hr	\$ 65.00	\$ 325.00
Utility Truck w/ Tools	5.00	hr	\$ 38.00	\$ 190.00
Site Worker	5.00	hr	\$ 45.00	\$ 225.00
Highway Saw w/ blades, water, trailer	4.00	hr	\$ 110.00	\$ 440.00
Flaggers (2)	8.00	hr	\$ 25.00	\$ 200.00

**11/9/2016**

Site Safety Package (signs, cones, barrels, spill kit)	1.00	day	\$ 300.00	\$ 300.00
Supervisor	9.00	hr	\$ 90.00	\$ 810.00
Utility Truck w/ Tools	9.00	hr	\$ 38.00	\$ 342.00
Foreman	9.00	hr	\$ 65.00	\$ 585.00
Utility Truck w/ Tools	9.00	hr	\$ 38.00	\$ 342.00
Site Worker (2)	16.00	hr	\$ 45.00	\$ 720.00
Equipment Move Charge (excavator)	1.00	ea	\$ 210.00	\$ 210.00
45,000 LB Excavator	7.00	hr	\$ 210.00	\$ 1,470.00
Equipment Move Charge (loader)	1.00	ea	\$ 125.00	\$ 125.00
1.5 CY Loader	6.00	ea	\$ 125.00	\$ 750.00
Tractor w/ 55 ton Lowbed Trailer (move boxes)	2.00	hr	\$ 135.00	\$ 270.00
Small Trench Boxes (2)	2.00	day	\$ 185.00	\$ 370.00
Equipment Move Charge (roller)	1.00	ls	\$ 53.00	\$ 53.00
1 ton Paving Roller	4.00	hr	\$ 53.00	\$ 212.00
Forward Reverse Compactor	1.00	day	\$ 235.00	\$ 235.00
Arrow Board	1.00	day	\$ 160.00	\$ 160.00
3/4" Crushed Stone (delivered)	18.00	cy	\$ 23.00	\$ 414.00
Type D Gravel (delivered)	18.00	cy	\$ 12.75	\$ 229.50
12.5mm HMA (delivered)	12.26	tons	\$ 72.00	\$ 882.72
Flaggers (4)	30.50	hr	\$ 25.00	\$ 762.50
8" SDR-35 Pipe	14.00	lf	\$ 4.50	\$ 63.00
8" PVC to Clay Coupling	2.00	ea	\$ 30.00	\$ 60.00

**11/10/2016**

Site Safety Package (signs, cones, barrels, spill kit)	1.00	day	\$ 300.00	\$ 300.00
Supervisor	7.50	hr	\$ 90.00	\$ 675.00
Utility Truck w/ Tools	7.50	hr	\$ 38.00	\$ 285.00
Foreman	7.50	hr	\$ 65.00	\$ 487.50

Utility Truck w/ Tools	7.50	hr	\$ 38.00	\$ 285.00
Site Worker (2)	15.00	hr	\$ 45.00	\$ 675.00
18 CY Dump Truck (2)	15.00	hr	\$ 90.00	\$ 1,350.00
45,000 LB Excavator	6.50	hr	\$ 210.00	\$ 1,365.00
1.5 CY Loader	6.50	ea	\$ 125.00	\$ 812.50
Small Trench Boxes (2)	2.00	day	\$ 185.00	\$ 370.00
Highway Saw w/ blades, water, trailer	4.00	hr	\$ 110.00	\$ 440.00
Forward Reverse Compactor	1.00	day	\$ 235.00	\$ 235.00
Arrow Board	1.00	day	\$ 160.00	\$ 160.00
Type D Gravel (loaded)	18.00	cy	\$ 9.75	\$ 175.50
8" SDR-35 Pipe	15.00	lf	\$ 4.50	\$ 67.50
8" Clay to Clay Coupling	2.00	ea	\$ 30.00	\$ 60.00
Flaggers (3)	18.75	hr	\$ 25.00	\$ 468.75

**11/11/2016**

Site Safety Package (signs, cones, barrels, spill kit)	1.00	day	\$ 300.00	\$ 300.00
Supervisor	7.00	hr	\$ 90.00	\$ 630.00
Utility Truck w/ Tools	7.00	hr	\$ 38.00	\$ 266.00
Foreman	7.00	hr	\$ 65.00	\$ 455.00
Utility Truck w/ Tools	7.00	hr	\$ 38.00	\$ 266.00
Site Worker (2)	14.00	hr	\$ 45.00	\$ 630.00
18 CY Dump Truck	4.00	hr	\$ 90.00	\$ 360.00
45,000 LB Excavator	4.00	hr	\$ 210.00	\$ 840.00
1 ton Paving Roller	4.00	hr	\$ 53.00	\$ 212.00
Arrow Board	1.00	day	\$ 160.00	\$ 160.00
Tack (5 gallon bucket w/ applicator)	1.00	ea	\$ 65.00	\$ 65.00
12.5mm HMA (loaded)	16.63	ton	\$ 65.00	\$ 1,080.95

**TOTAL \$ 25,884.42**

**AGREEMENT BETWEEN THE  
CITY OF PORTLAND  
AND  
GORHAM SAND & GRAVEL, INC.**

**THIS AGREEMENT** is entered into this 3<sup>rd</sup> day of August, 2016, by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and **GORHAM SAND & GRAVEL, INC.**, with an address of 939 Parker Farm Road, Buxton, Maine 04093 (hereinafter the "**CONTRACTOR**").

**WITNESSETH:**

**WHEREAS**, the **CITY** is in need of sewer and stormwater separation on Locust, Mountfort and O'Brion Streets and did advertise a Request for Bids #7916 entitled "Locust Street, Mountfort Street and O'Brion Street Sewer Replacement" (hereinafter, the "Request for Bids"), a copy of which is attached as Exhibit A and made a part hereof; and

**WHEREAS**, the **CONTRACTOR** has the requisite knowledge and technical ability to perform the required services and has submitted a proposal for the provision of such services dated July 13, 2016, (hereinafter, the "Proposal"), a copy of which is attached as Exhibit B and made a part hereof; and

**WHEREAS**, after due consideration of all the Bids, the **CITY** did award the bid to the **CONTRACTOR**;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the specifications contained in the Request for Bids issued to the Contractors under date of June 20, 2016 by the Purchasing Manager

of the City of Portland, and also in accordance with the **CONTRACTOR's** Proposal and with General and Detailed Provisions, Plans, "Supplemental Specifications", and "Special and General Provisions"(hereinafter referred to as the "Plans"); and in conformance with the State of Maine, Department of Transportation Standard Specifications, Revision of November 2014, except as amended herein, and including all current amendments or revisions thereof, (hereinafter referred to as the "Specifications"), all of which are made a part of this Contract.

The restatement in this document of any term of the Request for Bids or Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Bids or the Proposal and this document, then this document shall govern; and the Request for Bids shall govern over the Proposal, to the extent they disagree; provided, however, that this document and its attachments shall be construed to be supplemental to one another to the extent possible.

2. The **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by the **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.
3. Prior to the execution of this Agreement, the **CONTRACTOR** will procure and maintain Automobile Insurance and General Public Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Liability Insurance, the **CONTRACTOR** will provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. The **CONTRACTOR** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from insurance provider or agent.
4. The **CONTRACTOR** shall furnish to the **CITY**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the **CITY**. The Bonds

shall remain in effect for one year after final acceptance of the Work, and protect the **CITY** for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment.

5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable. **CONTRACTOR's** obligations under this paragraph shall survive termination of this Agreement.
6. Prior to any payment, the **CITY** reserves the right to require Waivers of Lien for materials and labor from the **CONTRACTOR** and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to the **CITY** to indemnify it against any lien and as a substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTOR's** expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing, including, but not limited to, reimbursement of the **CITY's** reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien. **CONTRACTOR's** obligations under this paragraph shall survive termination of this Agreement.
7. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice.
8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract to the **CONTRACTOR**, which will commence work upon receipt. The Work shall be completed, including all underground utility work, sidewalk and curb installation, surface restoration, site stabilization and base course paving complete in place, by November 19, 2016, and final completion shall be by July 1, 2017.

9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director of the Department of Public Works (hereinafter, the "Director") will be final and binding.
10. For performance of all the terms and conditions of this Agreement, the **CITY** will pay the **CONTRACTOR** Two Hundred Eighty-One Thousand One Hundred Ninety-Three Dollars and 60 Cents (\$281,193.60) based on the rates set forth in the Proposal.
11. The **CITY** shall have the right to retain ten percent (10 %) of each invoice amount as retainage until the Work is completed and accepted by the **CITY**.
12. The **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such Work shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Directors.
13. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, the **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
14. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the **CONTRACTOR**. If the Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
15. Out of concern for the public, **CITY** employees and the **CONTRACTOR's** employees, all work performed by the **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.
16. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
17. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.
18. **CITY** and **CONTRACTOR** each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that

would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, GORHAM SAND & GRAVEL, INC. has caused this Agreement to be signed and sealed by James W. Shaw, its Vice President, thereunto duly authorized, the day and date first above written.

WITNESS:

*Sonia Bras*

CITY OF PORTLAND

By: *J.P. J-P*  
Jon P. Jennings  
Its City Manager

WITNESS:

*Don House*

GORHAM SAND & GRAVEL, INC.

By: *J.W.S.*  
Print or type name: James W. Shaw  
Its: Vice President

Approved as to form:

*JOB*  
Corporation Counsel's Office

Approved as to funds:

*BJM*  
Finance Director

EXHIBIT B



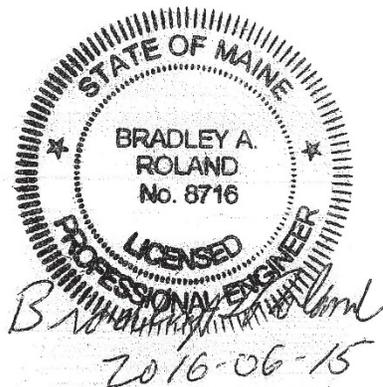
**CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC WORKS  
CONTRACT, NOTICE AND SPECIFICATIONS**

**for**

**LOCUST STREET, MOUNTFORT STREET  
AND O'BRION STREET  
SEWER REPLACEMENT**

**Bid Number: 7916**

**Dated: June 20, 2016**



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**ADVERTISEMENT: NOTICE TO CONTRACTORS**

Bid No. 7916  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC WORKS

**LOCUST St, MOUNTFORT ST AND O'BRION ST SEWER REPLACEMENT PROJECT**

Sealed proposals, addressed to Purchasing, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, and endorsed on the outside of the envelope with the name of the Bidder, Project Name and Bid number will be received until 3:00 PM (prevailing time) on Wednesday, July 13, 2016, at which time they will be publicly opened and read.

**LOCATION:** Located on the following streets:

- Locust Street – between Congress Street and Cumberland Avenue
- Mountfort Street – between Fore Street and Newbury Street
- O'Brion Street – between Eastern Promenade and Hansons Lane

**OUTLINE OF WORK:** The project includes, but, is not limited to the following items:

1. *Construction of 275 lineal feet of sewer main, 3 new sewer manholes, and new laterals to property line on Locust Street.*
2. *Construction of 260 lineal feet of sewer main, and new laterals to property line on Mountfort Street.*
3. *Construction of 224 lineal feet of sewer main, 2 new sewer manholes, and new laterals to property line on O'Brion Street.*
4. *Renewal of Portland Water District water mains and services as indicated on the Portland Water District plans and specifications. The water main work will be completed under a separate contract with the Portland Water District.*

**NO PRE-BID CONFERENCE**

There will be no pre-bid conference for this project.

**BID BOND**

A bid must be accompanied by Bid security made payable to the City in an amount of 5% of Bidder's maximum bid price and in the form of a certified check or Bid bond issued by surety meeting the requirements of the General Conditions. No bid may be withdrawn for at least 60 days after receipt of bids unless released by the Owner.

**GENERAL INFORMATION**

Plans, specifications, and proposal forms for the above-named project may be seen at the City of Portland Engineering Office, Department of Public Works, 55 Portland Street, Portland, Maine or at the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine (phone 207-874-8654, fax 207-874-8652 or e-mail [jrl@portlandmaine.gov](mailto:jrl@portlandmaine.gov)). Plans and proposal books are available for purchase at the Purchasing Office, Room 103, City Hall, upon payment in advance of \$75.00 for

each set of plans and proposal book with CD or \$100.00 for each set of plans and proposal book with CD to be mailed. Such payment will not be refunded. Each prospective bidder will be required to obtain from the City each copy of the proposal form and plan set. Partial sets will not be issued. Late, unsigned bids or bids submitted electronically shall not be accepted. Bids shall remain open to acceptance for sixty days from their opening

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this bid.

It is the custom of the City of Portland, Maine, to pay its bills 30 days after completion and acceptance of the work, and the receipt of properly documented invoices for that work covered under the contract. In submitting applications under these specifications, applicants should take into account all discounts, both trade and time, allowed in accordance with this payment policy and quote a net price.

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

CITY OF PORTLAND, MAINE by: Purchasing Office

**NOTICE TO BIDDERS**

**Bid No. 7916**

**CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC WORKS**

**LOCUST ST, MOUNTFORT ST, AND O'BRION ST SEWER REPLACEMENT PROJECT**

Sealed bids for the above project, addressed to Purchasing office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received until 3:00 PM on **Wednesday, July 13, 2016**, at which time they will be publicly opened and read.

**NO PRE-BID CONFERENCE**

There will be no pre-bid conference for this project.

**BID BOND**

A bid must be accompanied by Bid security made payable to Owner in an amount of 5% of Bidder's maximum bid price and in the form of a certified check or Bid bond issued by surety meeting the requirements of the General Conditions. No bid may be withdrawn for at least 60 days after receipt of bids unless released by the Owner.

**PERFORMANCE AND PAYMENT BOND**

The successful bidder must submit Performance and Payment Bonds to the City prior to contract award. Detail information can be found in the General Conditions.

**INSURANCE**

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

**BASIS OF AWARD**

Contract shall be awarded to the responsible bidder whose bid, complying with conditions and requirements provided in this Notice and bid form, is the lowest total base bid as identified on the total bid form.

**CONTRACT TIME**

Work on this project shall be completed, including all underground utility work, sidewalk and curb installation, surface restoration, site stabilization and base course paving complete in place, by **November 19, 2016**, and final completion by **July 1, 2017**.

## **TAXES**

The City is exempt from Maine state sales and use taxes on all materials to be incorporated in the work. Said taxes shall not be included in the bid. Detailed information can be found in the General Conditions.

## **STATE MINIMUM WAGES**

All laborers and mechanics employed or working upon the construction site of the project shall be paid not less than the prevailing State minimum wage rate regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

## **MODIFYING OR WITHDRAWING OF BID**

Bids may be modified or withdrawn as follows:

- A. Before the time for bid opening:
  - 1. A bidder may modify a bid at any time by delivering an original, written notice of the modification signed by the bidder. The modification must be set forth clearly.
  - 2. Upon providing proof of identity, a bidder may withdraw a bid at any time by physically retrieving the bid, or by delivering an original, signed notice that the bid is withdrawn. Any bid security shall be returned to the bidder.
  - 3. It is solely the bidder's responsibility to properly deliver any written modification or withdrawal. Delivery must be made to the Procurement Official with responsibility for the bid.
  
- B. After the time for bid opening:
  - 1. Bids may only be modified as determined by the City.
  - 2. Bids may only be withdrawn with the consent of a Procurement Official. The official has sole discretion to determine whether to permit the withdrawal of a bid or the release of any bid security.

## **SUBMISSION OF BIDS**

All Bids shall be submitted on the attached form and are to remain open for sixty (60) days after their opening. Late bids, bids without the required amount or form of surety, bids not signed and facsimile bids will not be accepted.

## **REJECTION OF BID**

The City of Portland, Maine, reserves the right to reject any and all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate any bidder's qualifications, capability to perform, availability, past performance record and to verify that bidders are current in their obligations to the City.

## **EQUAL OPPORTUNITY PROVISIONS**

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37

and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment.

**LIEN WAIVERS**

Prior to any payment by the City, the Contractor may be required to supply the City with a Waiver of Lien – Material and Labor for the total awarded contract cost, guaranteeing payment in full for all labor and materials used or required in connection with the work described in this bid. The City may also require waivers of lien, signed by individual subcontractors and materials suppliers, with requests for progress payments.

Any mechanic’s lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the City) and promptly discharged by the Contractor at its own expense. If the Contractor should fail either to defend the City against the lien or to discharge it, then the City may do so at the Contractor’s expense. In the event of such an undertaking by the City, the Contractor will promptly reimburse the City for all its costs and expenses in so doing including, but not limited to, reimbursement of the City’s reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

**CONTRACTOR RESPONSIBILITIES**

The Contractor shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. Work shall be conducted in an orderly manner and all work shall be performed in accordance with best trade policy and in conformance with pertinent OSHA, Local, State and Federal Government regulations. Contractors will be responsible for acquiring all necessary permits, licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein.

The Contractor shall erect, and maintain at all times, any and all safeguards necessary for the protection of life and property of all maritime, pedestrian and vehicular traffic, where applicable.

**GENERAL INFORMATION**

All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or E-mail [jrl@portlandmaine.gov](mailto:jrl@portlandmaine.gov)). Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

**DISCLAIMER**

The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job or at any other time.

June 20, 2016

Matthew Fitzgerald  
Purchasing Manager

**BID #7916  
CITY OF PORTLAND, MAINE  
DEPARTMENT OF PUBLIC WORKS  
LOCUST STREET, MOUNTFORT STREET, AND O'BRION STREET  
SEWER REPLACEMENT PROJECT**

Proposal of \_\_\_\_\_  
Name

Address \_\_\_\_\_

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual, the "Name of Firm or Partnership" in the case of a firm or partnership, or the "Name of Bidder" in the case of a corporation.

TO: Matthew Fitzgerald, Purchasing Manager  
City Hall, Room 103  
389 Congress Street  
Portland, ME 04101

Dear Mr. Fitzgerald:

The undersigned, having carefully examined the site of the work, the Plans, the Standard Specifications, including all current amendments or revisions thereof, the Supplemental Specifications, Special Provisions, Contract Agreement and Contract Bonds contained herein, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items" submitted by the undersigned.

This Bid may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

Any pay items with quantities marked with an asterisk (\*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

<p align="center"><b>LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT</b></p>						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
202.11	SY	REMOVAL OF COBBLES / CONCRETE @ _____				
	135	Per Square Yard				
202.20	SY	REMOVE EXISTING BITUMINOUS CONCRETE PAVEMENT @ _____				
	1900	Per Square Yard				
202.202	SY	MILL EX. PAVEMENT SURFACE @ _____				
	500	Per Square Yard				
203.2	CY	COMMON EXCAVATION @ _____				
	130	Per Cubic Yard				
203.28	VF	TEST PIT EXCAVATION @ _____				
	20	Per Vertical Foot				
206.07*	CY	STRUCTURAL ROCK EXCAVATION @ _____				
	10	Per Cubic Yard				
304.09	CY	AGGREGATE BASE COURSE – CRUSHED TYPE "B" @ _____				
	160	Per Cubic Yard				

<p align="center"><b>LOCUST STREET, MOUNTFORT STREET AND O’BRION STREET SEWER REPLACEMENT</b></p>						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
304.10	CY	AGGREGATE SUBBASE COURSE – GRAVEL TYPE “D”				
	300	@ _____ _____ Per Cubic Yard				
403.207	TON	HOT MIX ASPHALT – GRADING “B” (19.0 MM)				
	270	@ _____ _____ Per Ton				
403.208	TON	HOT MIX ASPHALT – GRADING “D” (9.5 MM)				
	200	@ _____ _____ Per Ton				
502.56	CY	CONCRETE FILL				
	30	@ _____ _____ Per Cubic Yard				
603.131	LF	8” DIAMETER SEWER / STORM PIPE				
	150	@ _____ _____ Per Linear Foot				
603.149	LF	10” DIAMETER SEWER / STORM PIPE				
	475	@ _____ _____ Per Linear Foot				
603.169	LF	15” DIAMETER SEWER PIPE				
	260	@ _____ _____ Per Linear Foot				

<p align="center"><b>LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT</b></p>						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
604.15	EA	4' DIAMETER MANHOLE @ _____				
	5	Per Each				
608.08	SY	REINFORCED CONCRETE SIDEWALK @ _____				
	25	Per Square Yard				
608.15	SY	BRICK SIDEWALK WITH BITUMINOUS BASE @ _____				
	65	Per Square Yard				
608.16	SY	BRICK DRIVEWAY APRONS WITH BIT BASE @ _____				
	20	Per Square Yard				
609.38	LF	REMOVE AND RESET CURB @ _____				
	120	Per Linear Foot				
615.071	LS	LOAM, SEED & MULCH @ _____				
	1	Per Lump Sum				
627.713	LF	WHITE OR YELLOW PAVEMENT MARKING LINE @ _____				
	50	Per Linear Foot				

<p align="center"><b>LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT</b></p>						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
627.75	SF	WHITE OR YELLOW PAVEMENT & CURB MARKING				
	320	@ _____ _____ Per Square Foot				
629.05*	HR	HAND LABOR, STRAIGHT TIME				
	10	@ _____ _____ Per Hour				
629.06*	HR	MASON , STRAIGHT TIME				
	10	@ _____ _____ Per Hour				
631.12*	HR	ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)				
	10	@ _____ _____ Per Hour				
631.171*	HR	TRUCK – SMALL (INCLUDING OPERATOR)				
	10	@ _____ _____ Per Hour				
631.22*	HR	FRONT END LOADER (INCLUDING OPERATOR)				
	10	@ _____ _____ Per Hour				
631.36*	HR	FOREMAN, STRAIGHT TIME				
	10	@ _____ _____ Per Hour				

<p align="center"><b>LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT</b></p>						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
632.04	EA	4" AND 6" WYE CONNECTION @ _____				
	20	Per Each				
632.05	EA	8" AND 10" WYE CONNECTION @ _____				
	7	Per Each				
633.05	LF	4" AND 6" DIAMETER SEWER LATERAL @ _____				
	425	Per Linear Foot				
637.071	LS	DUST CONTROL @ _____				
	1	Per Lump Sum				
652.39	LS	WORK ZONE TRAFFIC CONTROL @ _____				
	1	Per Lump Sum				
654.08	EA	DENSITY TEST @ _____				
	11	Per Each				
656.75	LS	TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL @ _____				
	1	Per Lump Sum				

<p style="text-align: center;"><b>LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT</b></p>						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
<p><b>TOTAL AMOUNT OF SEWER BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES</b></p> <hr/> <hr/> <p style="text-align: center;"><i>(Written)</i></p>						

Locust Street Water Main Replacement - Portland Water District

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-1	395 l.f.	8-inch Ductile Iron Water Main @ _____ _____ Per Linear Foot				
W-2	1 ea.	8-inch X 6-inch Reducer @ _____ _____ Per Each				
W-3	1 ea.	8-inch X 8-inch Swivel Tee & 8-inch Gate Valve @ _____ _____ Per Each				
W-4	1 ea	8-inch Insertion Gate Valve @ _____ _____ Per Each				
W-5	2 ea	8-inch MJ Gate Valve @ _____ _____ Per Each				
W-6	1 ea	1-inch Air Release Valve @ _____ _____ Per Each				
W-7	1 ea	6-inch Fire Service (tee, valve, pipe, sleeve) - Shortside @ _____ _____ Per Each				
W-8	1 ea	1-1/2-inch Copper Service - Longside @ _____ _____ Per Each				
Amount Carried Forward						

*Locust Street Water Main Replacement - Portland Water District*

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-9	1 ea	1-inch Copper Service - Longside @ _____ _____ Per Each				
W-10	100 c.y.	Gravel Borrow @ _____ _____ Per Cubic Yard				
W-11	100 c.y.	Unsuitable Material Excavated Below Grade @ _____ _____ Per Cubic Yard				
W-12	100 c.y.	Rock Excavation @ _____ _____ Per Cubic Yard				
W-13	40 hr.	Uniformed Police Officer @ _____ _____ Per Hour				
W-14	200 hr.	Flagger @ _____ _____ Per Hour				
W-15	10 hr.	Foreman @ _____ _____ Per Hour				
W-16	10 hr	Laborer @ _____ _____ Per Hour				
Amount Carried Forward						

*Locust Street Water Main Replacement - Portland Water District*

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-17	10 hr.	Excavator w/Operator @ _____ _____ Per Hour				
W-18	10 hr.	Loader w/Operator @ _____ _____ Per Hour				
W-19	10 hr.	Dump Truck w/Driver @ _____ _____ Per Hour				
<b>TOTAL AMOUNT WRITTEN IN NUMBERS</b>						

<b>BASE BID FORM</b>	
Total of Sewer Bid Written in Numbers	
Total of Water Main Bid Written in Numbers	
<b>Total of Sewer and Water Main Bids (Base Bid &amp; Basis of Award)</b>	

Any pay items with quantities marked with an asterisk (\*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

The undersigned also agrees as follows:

**FIRST:** To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the State of Maine Department of Transportation Standard Specifications, November 2014, including all current additions or modifications thereof .

**SECOND:** To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete it by **November 19, 2016**, or within the time limits given in the Special Provisions.

**THIRD:** That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

“The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers,

employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known.”

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2016

Acknowledgement of Receipt of Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Social Security Number \_\_\_\_\_

(Signatures for a Firm, Partnership or Corporation on next page.)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ SS No. or Tax I.D. Number \_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

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

IF A CORPORATION, SIGN HERE

Name of Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
(Name) (Title)

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ SS No. or Tax I.D. Number \_\_\_\_\_

Incorporated under the Laws of the State of \_\_\_\_\_

Names and Addresses of Officers of the Corporation:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_ ss

Before me, personally appeared \_\_\_\_\_ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

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

\_\_\_\_\_  
Notary Public - Signature and Seal

ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

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\_\_\_\_\_  
(date)

The above is a true copy of the records of the \_\_\_\_\_  
Corporation, which records are in my legal custody.

\_\_\_\_\_  
Officer having custody of the records  
\_\_\_\_\_  
SS

Before me appeared, \_\_\_\_\_,  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation, and made  
oath that the above statement is true.

\_\_\_\_\_  
Notary Public - Signature and Seal

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows:  
(In case of Corporation, include and identify President, Treasurer, Manager)

_____	_____
_____	_____
_____	_____

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION  
BEFORE SUBMITTING BID

	Name and Address of Materials Supplier	Materials to be Supplied
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____
7	_____	_____

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____
7	_____	_____	_____

**WAIVER OF LIEN - MATERIAL OR LABOR**

State of \_\_\_\_\_

County of \_\_\_\_\_

To all whom it may concern:

The undersigned \_\_\_\_\_ has been employed to furnish \_\_\_\_\_ for the project known as \_\_\_\_\_,

City of Portland, County of Cumberland, State of Maine.

The undersigned for and in consideration of the sum of \$ \_\_\_\_\_ and other good and valuable consideration the receipt whereof is hereby acknowledged, do hereby waive and release any and all rights and liens, or claim of right to lien on said above described project under the statutes of the State of Maine relating to Mechanic's Lien on account of Labor or Material or both furnished or which may be furnished by the undersigned to or on account of said \_\_\_\_\_ for said building and premises.

This Waiver of Lien shall become effective upon the issuance of a check by the City of Portland payable to \_\_\_\_\_ and \_\_\_\_\_ in the amount of \_\_\_\_\_.

Given under oath, my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

\_\_\_\_\_  
(Print or type name)

Its \_\_\_\_\_

Notarized: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

My commission expires

**WAIVER OF LIEN - (Subcontractor/supplier/employee)**

The undersigned \_\_\_\_\_ has  
 \_\_\_\_\_ (Sub-Contractor)  
 performed labor and furnished materials and/or performed services for  
 \_\_\_\_\_ on behalf of the City of Portland, in performance  
 \_\_\_\_\_ (Contractor)  
 of the contractor's agreement of \_\_\_\_\_ with the City of Portland for the  
 \_\_\_\_\_ (Date)  
 \_\_\_\_\_  
 \_\_\_\_\_ (Project name)  
 at \_\_\_\_\_  
 \_\_\_\_\_ (Address)

In consideration of the sum of \$ \_\_\_\_\_, the undersigned hereby waives all rights and liens, including, but not limited to, liens pursuant to 10 M.R.S.A. Sec. 3251, et. seq., which the undersigned may now or hereafter claim or assert against the above described building, appurtenance, wharf, pier and/or land; the above-described project; and the City of Portland.

This Waiver of Lien shall become effective upon the issuance of a check by the City of Portland payable to \_\_\_\_\_ in the amount of \$\_\_\_\_\_.

IN WITNESS WHEREOF the undersigned has hereto set its hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
 (print or type name)

Its \_\_\_\_\_

State of Maine  
 \_\_\_\_\_,ss

Before me appeared \_\_\_\_\_ and acknowledged that the signature to the preceding waiver is his/her signature in his/her official capacity.

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

\_\_\_\_\_  
 (Notary Public)

**SAMPLE CONTRACTOR’S FINAL AFFIDAVIT**

STATE OF MAINE

COUNTY OF CUMBERLAND

Before me, the undersigned, a \_\_\_\_\_  
(Notary Public, Justice of Peace, Alderman)

in and for said County and State personally appeared:

(Printed Name) \_\_\_\_\_  
(Individual, Partner or duly authorized representative of corporate contractor)

Who being duly sworn according to law deposes and says that the cost of all the Work, and outstanding claims and indebtedness of whatever nature arising out of the performance of the contract between

Owner: CITY OF PORTLAND

And Contractor: \_\_\_\_\_

Of (Address): \_\_\_\_\_

Dated (Agreement Date): \_\_\_\_\_

For the construction of (Project): \_\_\_\_\_

and necessary appurtenant installations have been paid in full.

Signature: \_\_\_\_\_  
(Individual, Partner, or duly authorized representative of corporate contractor)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, Year.

Signature: \_\_\_\_\_

## CONTRACT DOCUMENTS AND SPECIFICATIONS

The City of Portland, Maine has also adopted for this project the "State of Maine, Department of Transportation, Standard Specifications, November 2014", including all current additions or modifications thereof, (hereinafter referred to as "Standard Specifications"). A copy of the Standard Specifications can be found online at [http://www.state.me.us/mdot/contractor-consultant-information/contractor\\_cons.php](http://www.state.me.us/mdot/contractor-consultant-information/contractor_cons.php).

The City of Portland has also made specific changes to the MaineDOT Standard Specifications to incorporate the City of Portland's Technical and Design Standards and Guidelines, Revision December 2011. As such, the Contract Agreement, Special Provisions and Supplemental Specifications contained hereinafter shall take precedence and shall govern in any case of conflict with the MaineDOT Standard Specification. Supplemental Specifications are modifications, additions and deletions to the Standard Specifications. Special Provisions are specifications in the contract that are for additional items not covered in the Standard Specifications.

### PRIORITY OF CONFLICTING CONTRACT DOCUMENTS

If the Contractor discovers any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") related to the Contract Documents that may significantly affect the cost, quality, Conformity, or timeliness of the Work, the Contractor must comply with Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered of the MaineDOT Standard Specifications.

In the case of ambiguity, etc., the following components of the Contract Documents shall control in the following descending order of priority:

- City of Portland Bid Amendments (most recent to least recent)
- Project Specific Permit Requirements
- City of Portland Special Provisions
- City of Portland Plan Set
- City of Portland Supplemental Specifications
- City of Portland Standard Details
- MaineDOT Repair Specifications
- MaineDOT Standard Specifications
- MaineDOT Standard Details

## SPECIAL PROVISIONS - GENERAL

The following Special Provisions and Supplemental Specifications shall amend the Standard Specifications. In case of conflicts, these Special Provisions (1) and Supplemental Specifications (2) shall take precedence and shall govern.

- (1) Special Provisions - specifications in the contract which are for additional items not covered in the Standard Specifications.
- (2) Supplemental Specifications - modifications, additions and deletions to the existing Standard Specifications.

### 1. Working Hours

- A. From 7:00 a.m. to 7:00 p.m. Monday through Friday.
- B. From June 1 of any year through August 31 of the same year, no construction work shall be performed between 8:00 p.m. of any day and 7:00 a.m. of the following day.
- C. On Saturdays, Sundays, and legal holidays, construction work shall not be performed before 8:00 a.m.

Construction shall not interfere with the normal flow of traffic on arterial streets. The full inbound roadway lane width shall be maintained between 7:00 a.m. and 9:00 a.m. and the full outbound roadway lane width shall be maintained between the hours of 3:30 p.m. and 6:00 p.m.

The definition of work for the purpose of this provision shall include the starting or moving of equipment, machinery, or materials. Any day worked for four hours or more shall be considered a full working day.

### 2. Utility Coordination

The Contractor shall be responsible for notifying utility representatives of the anticipated construction schedule. The Contractor shall be responsible for all utility coordination, protection of existing infrastructure, and any damages to existing utilities as a result of the work at no additional cost to the City.

### 3. Notification of Abutters

Abutters shall be notified by the Contractor sufficiently in advance of any construction affecting driveways, sidewalks, or utilities.

### 4. Existing Traffic Signs

All existing traffic signs which are to be removed during construction shall be carefully dismantled and the posts removed and shall be stacked in an area approved by the Engineer. The Contractor shall protect the signs from damage while in his possession and shall repair, at no additional cost to the City, any damages caused by his operations.

Prior to the start of any construction work, the Contractor and Engineer shall prepare a mutually acceptable inventory of all signs within the project limits which shall be used as a guide for replacement should signs be removed for construction purposes. The signs shall be inventoried by station location and approximate offset, legend of sign and post. This work shall be considered as subsidiary obligation of the contract for which no specific payment will be made.

This work shall be considered as subsidiary obligation of the contract for which no specific payment will be made.

5. Protection of Trees

The Contractor shall be responsible for the preservation of all trees on the project that are not called for to be removed. Any trees damaged by the Contractor's operations shall be repaired using approved tree dressing or paint in accordance with the appropriate provisions of Section 201 of the Standard Specifications, or replaced as deemed necessary by City Arborist at no additional cost to the City.

6. Maintenance and Protection of Traffic

The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during construction and shall erect suitable warning signs, flashers, barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public. The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes.

Guidelines for the construction and erection of barricades, lighting devices, warning signs, etc. may be found in the most recent edition of "Manual on Uniform Traffic Control Devices for Streets and Highways" published by the Department of Transportation of the Federal Highway Administration.

The Contractor shall maintain an accessible pedestrian route (meeting A. D. A. requirements) along all streets within the Project area at all times.

This work shall be considered a subsidiary obligation of the contract for which no specific payment will be made.

7. Materials

Materials shall meet the requirements specified in the specifications. Equals shall be approved only prior to the bid opening.

8. Survey

The Contractor shall be responsible for establishing a construction layout, maintaining these controls during construction and providing all additional survey required, which shall be done by a competent Engineer or Surveyor.

9. Sheeting and Bracing

Any sheeting or bracing required for the satisfactory installation of drainage structures and pipes shall be considered as incidental to the appropriate bid item, and not paid for separately.

10. Waste Areas

The disposal of waste and surplus materials shall be as outlined in Section 203.06 – Waste Areas of the Standard Specifications.

11. Occupational Safety and Health

The Contractor is hereby advised that all work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

12. Pre-construction Conference

A conference will be held at 55 Portland Street, Portland, Maine within ten (10) days after the awarding of the contract. At this time, the Contractor will be required to submit a graphically illustrated schedule and a plan showing project activities. City officials and representatives of the various utility companies involved in the project will be present at this meeting.

It is the purpose of this meeting to inform the various agencies of the proposed work schedule, and to give them the opportunity of discussing any difficulties and offering suggestions to the Contractor concerning proposed schedule in order that full cooperation may be reached.

13. Schedule of Operations

The Contractor shall submit 3 days prior to the pre-construction conference a detailed schedule showing the sequencing, critical path items, milestones and scheduling of the work. This schedule must show sufficient detail to insure compliance with the contract completion dates. Updates will be required as work progresses.

14. Setting of Pipes to Line and Grade

If laser beam equipment is used for laying storm drain pipe, frequent checks shall be made to assure close adherence to line and grade. If lasers are not used, batter boards are to be set at maximum twenty-five foot (25') intervals and grades transferred to the boards with a transit, level, or line level. Setting pipes to grade by use of "pop" levels or carpenter levels will not be permitted.

15. Extent of Open Excavation

The extent of excavation open at any one time shall be controlled by OSHA regulations and by existing conditions and location of work area.

16. Traffic Officers

The presence of Portland Police will be a determination made by the Traffic Engineer based on the Traffic Control Plan the City will be providing to the Contractor for this project. If Police are required, the City will hire and reimburse them. The Police Department requires 48 hours notice for any Police detail onsite.

17. Limitation of Operations

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. Contractor shall not open up work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience.

The Contractor shall be required to construct roadway subbase concurrent to their trench backfilling operation if the street is not being reconstructed.

Waste and surplus material shall not be stockpiled, but shall be disposed of in areas as designated in Section 203.06, Waste Areas, of the Standard Specifications.

18. Dust Control for Street

Calcium chloride shall be spread only on disturbed unpaved areas. Calcium chloride shall not be spread on paved areas that are covered by granular material. These areas shall be swept clean of all granular material. Dust on paved areas shall be controlled with water before sweeping.

19. Trench Pavement Replacement

The Contractor shall be responsible for repairing any trench pavement that has experienced excess settlement, cracking or opening of pavement joints. Repair may include overlay, removal of unacceptable material and complete replacement, joint sealing or re-cutting pavement as required. This work may be necessary after final acceptance of the work and prior to expiration of the maintenance bond. This work shall be done at no additional cost to the City.

20. City of Portland's Street Excavation Ordinance

The Contractor is hereby advised that all work shall conform to the regulations of Chapter 25 of the Municipal Code, "Excavations in Public Places", as currently amended. The Contractor shall be responsible for obtaining the Street Opening Permit for this project; however, no street opening fee will be charged. The Contractor will be required to obtain an Excavator's License from the City and maintain this license for the duration of the project. The Contractor will be required to pay the normal Excavator's License fees to the City to obtain this license.

22. Record Drawings

The Contractor shall keep daily records of all changes in the work, ties to all new service connections, and elevations of all inverts. The Contractor shall maintain a record of all service lateral locations and locations of buried fittings, etc., throughout the project. Such locations shall be recorded by 3 ties from fixed permanent points. Prior to requesting final payment, the Contractor shall submit these records to the City and the inspector in a clearly legible form in order to produce record drawings.

Prior to final payment the Contractor shall be required to submit a set of record drawings for the project. The record drawings shall show all changes in red, clearly drawn on a paper set of the original construction plans. Once all information has been received and verified then the City will produce the record drawings from the information received.

23. Waste Material

All waste material shall be removed from the site and the area left clean upon completion of work. Any equipment or structures damaged by the Contractor shall be repaired or replaced at no additional cost to the City. The Contractor shall notify the City of the final waste disposal location and if so located in the City shall be responsible to provide evidence of all necessary local fill permits and State permits at no extra cost to the City.

24. Quality Assurance

The Contractor shall be responsible at all times for maintaining quality assurance during performance of his work. Particular attention to compaction shall be paid during backfilling operations. Strict adherence to Section 203.11 and 304.04 of the Standard Specifications will be required when backfilling trenches, preparing subgrade, and placing subbase and base gravels.

In-place density tests of the backfill material shall be conducted by an independent testing laboratory. The amount and frequency of testing shall follow the requirements of Section 654. A minimum of one density test per 100 feet of trench may be required. The Contractor shall be responsible for procuring and paying for the testing services, when provided for in contract. Satisfactory compaction shall be as required in Section 654.

The use of an independent testing laboratory, by the Contractor, shall receive prior approval from the City Inspector.

25. Sanitary Facilities

The Contractor shall provide self-contained toilet units in sufficient numbers for use of all persons involved in the work.

27. Subsurface Soils Information

All subsurface soils information, including but not limited to ledge, boring, refusal, or groundwater elevations, is approximate only and is shown on the Drawings for design purposes only and the convenience of the Contractor. The Contractor shall make his own investigations regarding the actual location and/or nature of such information and shall not rely on nor make claims for any extra payments based on the information shown on the drawings.

28. Unauthorized Use of Fire Hydrants

In conformance with the Maine Department of Human Services, the Portland Water District requires the use of an approved air gap or reduced pressure zone back flow prevention device to assure the protection of the public water supply when filling tank trucks, street sweepers, jet machines or any other related equipment, or any other needs that require a connection to a public or private hydrant. Contractors working for the City are required to apply to the Portland Water District for a hydrant meter and back flow prevention device. All costs associated with temporary water meters and backflow prevention devices shall be considered incidental.

29. Anti-Idling Policy

Please note that following these Special Provisions – General, the City's Administrative Regulation #25 regarding the City's Anti-Idling Policy has been provided. Although this Policy is directed to City Employees regarding the use of City Vehicles, we as a City, along with its citizenry, request your compliance as well. It is our goal to protect and preserve the natural environment and improve the air quality in the City of Portland. As a business partner of our City and a responsible organization, your assistance in this effort will be expected and greatly appreciated.

30. Working Drawings

Submittals and shop drawings, defined as Working Drawings in the Standard Specifications Section 101.2 Definitions, shall be provided to the Engineer for review and approval. Requirements and timelines for working drawing review shall be in accordance with Section 105.7 of the Standard Specifications.

31. Sewer Bypass Pumping

The Contractor shall prepare and submit a bypass pumping plan to the Engineer for review and approval in advance of work. The plan shall identify the equipment to be used along with the operations and maintenance procedures proposed by the Contractor to bypass flow throughout the duration of construction. No overflow of sanitary sewage or combined sewage to any overland area or receiving water is permissible. The Contractor shall be solely responsible for all damages or fines associated with overflows that occur as a result of the sewer installation work. All costs associated with bypass pumping shall be considered incidental to the pay items within Section 603 – Pipe Culverts and Storm Drains.

32. Test Pits

Test pits, if required, shall be completed at least two weeks prior to the start of construction or ordering of materials. The Contractor shall promptly provide test pit information to the Engineer for review, and shall notify the Engineer of any potential utility crossing conflicts.

**STORM SERVICE LATERAL LOCATION RECORD**

Date Installed: \_\_\_\_\_ City of: \_\_\_\_\_

Type/Size of Service Pipe: \_\_\_\_\_ Street: \_\_\_\_\_

Connection at Sewer Main: \_\_\_\_\_ Dwelling No: \_\_\_\_\_

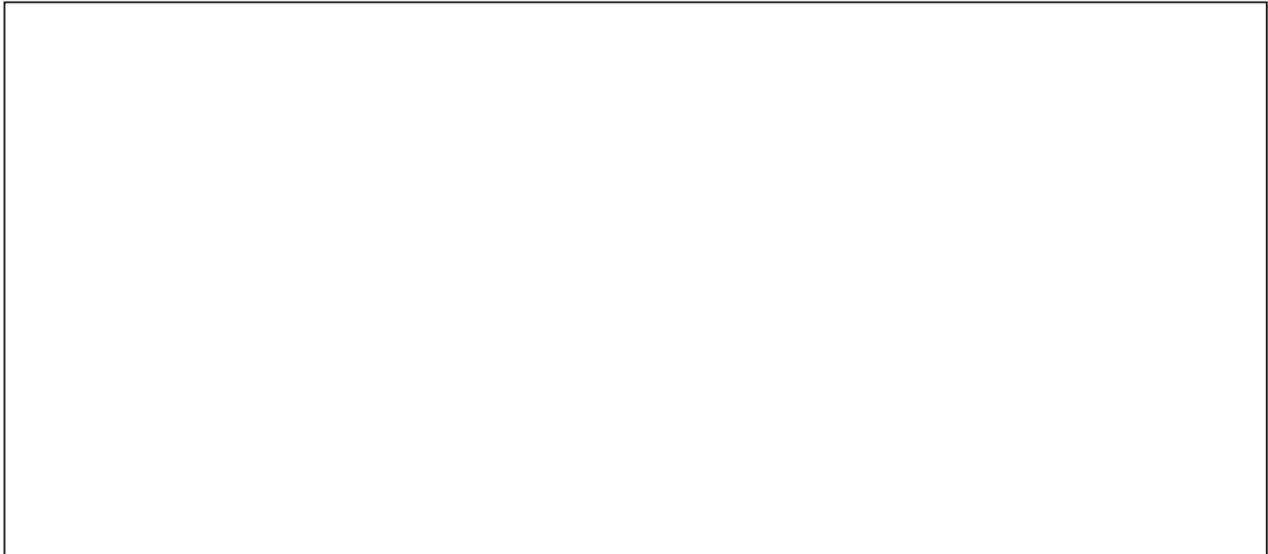
Depth, end of Service Pipe: \_\_\_\_\_ Occupant: \_\_\_\_\_

Length of Service Pipe Laid: \_\_\_\_\_ Owner: \_\_\_\_\_

Measured, Located by: \_\_\_\_\_

Project Contractor: \_\_\_\_\_

Location Diagram  
(Provide 3 Ties to Permanent Objects)



Remarks \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ANTI-IDLE POLICY

### **Purpose:**

To inform all City employees of the need to eliminate unnecessary idling of vehicles in order to reduce the cost of City operations and to reduce emissions created by City vehicles. Our goal is to protect and preserve the natural environment and improve air quality in the City of Portland.

### **Policy:**

It is the policy of the City of Portland to continually improve the efficient use of vehicle fuels in an effort to reduce operating costs and emissions. City vehicles will not be permitted to idle unnecessarily. Operators of City equipment will adhere to the following standards:

- 1) Idling is prohibited (with the limited exceptions listed below) when the ambient temperature is above 32 degrees F.
- 2) 10 minute maximum idle time limit when ambient temperature is 32 F and below
- 3) Vehicles will not be left idling when the operator is out of the vehicle (with the limited exceptions listed below)

For the health and safety of operators, there will be occurrences when vehicles will be left running. Examples include protection from the elements or for the use of the vehicle safety features (including the use of air conditioning in street sweepers to keep dust out of the cab).

### **Exceptions**

Due to the emergency nature of some City operations, the following exceptions will apply to this policy:

- Emergency response vehicles when responding to an emergency
- Fire vehicles which must maintain onboard medication at a specific temperature
- Vehicles whose batteries may be discharged because of onboard electrical equipment (i.e. emergency lights, radar, computers, etc.)

### **Non-Compliance**

After a reasonable period of education about this new policy, employees will be subject to progressive discipline under AR 25 if they do not comply with this policy.

**SUPPLEMENTAL SPECIFICATION  
SECTION 101 - CONTRACT INTERPRETATION**

The provisions of Section 101 of the Standard Specifications shall apply with the following additions or modifications:

**Scope of Section**

This Section contains abbreviations, definitions, and general rules of interpretation and shall apply with the following additions or modifications.

**101.2 Definitions**

**Chief Engineer**

The definition in the Standard Specifications shall be deleted and replaced with the following. Chief Engineer shall mean the City Engineer, City of Portland, Maine, Department of Public Works, acting directly or through his or her duly authorized representatives, who are responsible for the design and administration of the project.

**City**

Where the term City or CITY is provided in these documents, it shall mean the City of Portland, Maine.

**Commissioner**

The definition in the Standard Specifications shall be deleted and replaced with the following: Commissioner shall mean the Director of Public Works, City of Portland, Maine.

**Department**

The definition in the Standard Specifications shall be deleted and replaced with the following: Department shall mean the Department of Public Works, City of Portland, Maine acting through its Director or through his or her duly authorized representative.

**Owner**

The definition in the Standard Specifications shall be deleted and replaced with the following: Owner shall mean the City of Portland.

**SUPPLEMENTAL SPECIFICATION  
SECTION 102 - BIDDING**

The provisions of Section 102 of the Standard Specifications shall apply with the following additions or modifications:

**Scope of Section**

This Section includes requirements related to eligibility to Bid and the Bidding process from advertisement to Bids, through Bid Opening, to the analysis of Bids.

**102.1.4 Qualifications of Bidder**

The following paragraph will be added as Section 102.1.4.

The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the public interest to do so. "The City reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and verify that the bidder is current in its financial obligations to the City."

**102.3 Examination of documents, site and other information**

This subsection shall be amended by the addition of the following paragraph.

Plans, Specifications and Bid Forms may be seen at the Engineering Office, Department of Public Works, 55 Portland Street, Portland, Maine; or may be obtained at the Purchasing Office, Room 103, City Hall, upon payment as specified in the published "Notice to Contractors".

**102.5.1 Questions from Bidder**

This subsection shall be amended to read as follows. Bidders shall direct all technical or Engineering questions including requests for explanations or interpretation or for the use of products or methods other than those described in the specifications in writing to the Purchasing Office not later than five (5) working days prior to the date designated for the opening of the bids. All answers to such requests will be made as addenda to the contract and will be issued in writing to all Bidders.

No oral interpretation will be given to the contract documents.

**102.5.2 Bidder's Duty To Notify Department If Ambiguities Discovered**

Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") relating to the Bid Documents, Geotechnical Information, site conditions, or any other information that may significantly affect the cost, quality, Conformity, or timeliness of the Work. If a Bidder discovers any such ambiguity, etc., it must notify the Purchasing Agent immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc.

**102.7.1 Location and Time**

This subsection shall be amended to read as follows: Each Bid shall be submitted, document intact, in a sealed envelope. The envelope shall be clearly marked to indicate the name of the Bidder, project name, bid number and be addressed to Purchasing, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101. Bids may be mailed or delivered in person, but they shall be filed prior to the time and at the place specified in the "Notice to Contractors". Bids received after the time for opening of bids will be returned to the bidder unopened.

**102.7.2 Effects of Signing and Delivery of Bids**

This subsection shall be amended by the addition of the following: Corporations will be required to affix their corporate seal on their Bids.

**SUPPLEMENTAL SPECIFICATION  
SECTION 103 - AWARD AND CONTRACTING**

The provisions of Section 103 of the Standard Specifications shall apply with the following additions or modifications:

**Scope of Section**

This Section includes requirements related to the final determination of Bid responsiveness and Award and Execution of the Contract.

**103.3.2 Notice of Determination**

This subsection shall be amended by the addition of the following paragraph: The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the public interest to do so. A proposal which includes a combination of abnormally low and abnormally high unit prices, which results in an unbalanced bid, may be rejected. "The City reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and then verify that the bidder is current in its financial obligations to the City."

**103.4 Notice of Award**

This subsection shall be amended to read as follows: The award of contract, if it be awarded, shall be made within sixty (60) days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address shown on their proposal, that their bid has been accepted and that they have been awarded the contract.

Basis of award of the contract shall be on the Base Bid.

**SUPPLEMENTAL SPECIFICATION  
SECTION 104 - GENERAL RIGHTS AND RESPONSIBILITIES**

The provisions of Section 104 of the Standard Specifications shall apply with the following additions or modifications:

**Scope of Section**

This Section sets forth certain rights and responsibilities of the Department and the Contractor that are generally applicable to all contracts. This Section is not all inclusive and additional rights and responsibilities are set forth elsewhere in the Contract.

**104.2.3 Authority of Project Manager and Resident**

This subsection shall be amended by the addition of the following paragraph: The Resident Engineer or Resident Inspector will not be responsible for nor issue directions regarding the Contractor's safety precautions or programs; nor will they issue directions relative to, or assume control over any aspect of the methods, techniques or procedures of construction.

**104.4.6 Utility Coordination**

This subsection shall be amended by the addition of the following paragraphs: At points where the Contractor's operations are adjacent to properties of railways, telephone, gas, water and/or power companies, or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

It is anticipated that utility poles will not be relocated prior to commencement of contract work. The Contractor is advised to schedule its work to accommodate the possibility of utility pole and overhead wire obstructions.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and the duplication or rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

No person, firm, or corporation, including City forces, shall make or cause to be made any opening or excavation in a City Street, way, or public place until contact has been made with all utilities to locate any existing underground gas, water, telephone, power or other installations within said street, way or public place. When gas or other flammable service to buildings is discontinued, the existing service line for such service shall be terminated at a point outside the building.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or supported, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with the same authority in the restoration of such service as promptly as possible.

Water lines, gas lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction are to be moved as necessary by the owners with or without expense to the Contractor, unless otherwise provided for, or as noted in the plans.

The Contractor shall ascertain the location of existing utilities and any other necessary information by direct inquiry at the office of the following utility owners:

Electric:  
Central Maine Power Company  
162 Canco Road  
Portland ME 04103  
Attention:  
Jamie Cough

Water:  
Portland Water District  
225 Douglass Street  
Portland ME 04101  
Attention:  
Jay Arnold  
William 'Ned' Pierce

Telephone:  
FairPoint  
13 Davis Farm Road  
Portland ME 04103  
Attention:  
Gary Auclair

Fire Alarm:  
Portland Fire Department - Electric  
109 Middle Street  
Portland ME 04101  
Attention:  
Dick Andrews

Gas:  
Unitil Corporation  
1075 Forest Avenue  
Portland ME 04103  
Attention:  
Sam Murray  
Chris Clark  
Matt Doughty

Cable TV:  
Time Warner Cable  
118 Johnson Road  
Portland ME 04102  
Attention:  
Don Johnson

Railroad:  
Pan Am Railways  
1700 Iron Horse Park  
North Billerica MA 01862

Sewer:  
Dept. of Public Works  
55 Portland Street  
Portland ME 04101  
Attention:  
John Emerson

The completeness of the above listing is not guaranteed by the City of Portland.

**104.5.10 Warranty and Maintenance Bonds**

This subsection shall be amended to read as follows: Warranty and Maintenance Bonds may be required of the Contractor or the subcontractor for specified items that the Department deems appropriate. The Bond must name the "City of Portland" as an obligee. The Contractor shall provide a copy of said bond to the Department as part of the projects closeout documentation prior to final acceptance. Should the subcontractor be required to provide a Warranty or Maintenance Bond, the Contractor hereby authorizes the Department to directly contact Landscape Subcontractor and/or its Surety in the event of a failure of the bonded item to perform as specified. The amount and duration of the Warranty and Maintenance bond for each project will be stated in the contract agreement.

**SUPPLEMENTAL SPECIFICATION  
SECTION 107 - TIME**

The provisions of Section 107 of the Standard Specifications shall apply with the following additions or modifications:

**107.1 Contract Time and Contract Completion Date**

Work on this project shall be completed as specified in the Notice to Bidders and Agreement between the City of Portland and the Contractor.

**107.7 Liquidated Damages**

**107.7.1 General**

Except as expressly provided otherwise in this Contract, the Contractor shall owe the Department the per diem amount specified in Section 107.7.2 below for each Day that any portion of the Work remains incomplete after the Contract Time has expired. Liquidated Damages will be deducted from amounts otherwise due the Contractor. For related provisions, see Sections 107.1 - Contract Time and Contract Completion Date, 107.5.1(D) - Winter Suspensions - Impact on Liquidated Damages, and 109.5 - Adjustments for Delay of the Standard Specifications.

Permission for the Contractor or the Surety to continue and finish Work after the Contract Time has expired shall not waive the Department's rights to assess Liquidated Damages.

**107.7.2 Schedule of Liquidated Damages**

The specific per diem rates for Liquidated Damages are set forth below. By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Department due to the Contractor's failure to Complete the Work within the Contract Time.

Original Contract Amount		Per Diem Amount of Liquidated Damages
From More Than	To and Including	Calendar Day
0	\$100,000	\$225
\$100,000	\$300,000	\$350
\$300,000	\$500,000	\$475
\$500,000	\$1,000,000	\$675
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$4,000,000	\$1,000
\$4,000,000	and more	\$2,100

**SUPPLEMENTAL SPECIFICATION  
SECTION 108 - PAYMENT**

The provisions of Section 108 of the Standard Specifications shall apply with the following additions or modifications:

**Scope of Section**

This Section contains general provisions related to payment including measurement of quantities, progress payment, retainage, the right to withhold payment, and other payment-related items.

**108.3 Retainage**

Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages in accordance with general conditions:

- a. 95 percent of work completed (with balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the work (with balance being retainage)

Upon substantial completion, Owner shall pay an amount sufficient to increase total payments to the Contractor to 98 percent of the work completed, less such amounts as Engineer shall determine in accordance with general conditions. The final two percent of the value of the Work shall be retained for a period of one year from the date of substantial completion.

**108.4.1 Price Adjustment for Hot Mix Asphalt**

This Subsection is revised by applying the following additions and modifications:

For all contracts with hot mix asphalt, a price adjustment for performance graded binder will be made for the following pay items:

- Item 403.206 Hot Mix Asphalt - 25 mm
- Item 403.207 Hot Mix Asphalt - 19 mm
- Item 403.208 Hot Mix Asphalt - 12.5 mm
- Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
- Item 403.210 Hot Mix Asphalt - 9.5 mm
- Item 403.211 Hot Mix Asphalt - Shim
- Item 403.212 Hot Mix Asphalt - 4.75 mm
- Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.206: 4.8%	Item 403.210: 6.2%
Item 403.207: 5.2%	Item 403.211: 6.2%
Item 403.208: 5.6%	Item 403.212: 6.8%
Item 403.209: 6.2%	Item 403.213: 5.6%

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price, as listed in the Asphalt Weekly Monitor.

Period Price: The period price of performance graded binder will be determined by the Department by using the average New England Selling Price, listed in the Asphalt Weekly Monitor current with the date of asphalt placement. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

### **108.8 Final Payment**

This subsection is revised by adding the following paragraphs: Prior to final payment the following shall be accomplished:

- A. Contractor and the Engineer shall jointly inspect the project to assure completion of all items including Punch List.
- B. Contractor shall submit Record Drawings indicating all changes and additions made during construction.
- C. Waivers of Lien shall be provided to the City for the project.
- D. Contractor shall submit the Warranty and Maintenance Bonds in the amount specified in the contract.
- E. Contractor shall submit all Service Lateral Records.
- F. Final Clean-up shall be completed. No payment will be made for the final clean-up and the cost thereof shall be considered incidental to the appropriate item.
- G. Final Acceptance Notification will be prepared by the City and forwarded to the Contractor for the project along with Final Payment.
- H. Final Contractor Lien Waiver needs to be signed and forwarded to the City.

**SUPPLEMENTAL SPECIFICATION  
SECTION 110 - INDEMNIFICATION, BONDING, AND INSURANCE**

**Scope of Section**

This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

**110.2 Bonding**

This subsection is amended by the addition of the following: whenever the word "Treasurer of the State of Maine" appears in the Standard Specifications, it shall mean the City of Portland, Maine.

**110.3 Insurance**

This subsection shall be amended to read as follows: Before work is started under the contract, the Contractor will be required to file with the City of Portland, a Certificate of Insurance, executed by an insurance company or companies satisfactory to the City and licensed by the State of Maine Insurance Department to do business in the State of Maine, stating that the Contractor carries insurance in accordance with the following requirements and stipulations:

- A. Workers' Compensation Insurance: With respect to all the operations the Contractor performs and all those performed for him by subcontractors, the Contractor or the subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Industrial Accident Commission, all in accordance with the requirements of the laws of the State of Maine.
- B. Commercial General Liability: Operations under the CONTRACT DOCUMENTS, whether such operations be by themselves or by any SUBCONTRACTOR under them, requires insurance to be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. The insurance certificate shall also name the City as additional insured on Liability portions (not W/C). The standard Certificate of Insurance forms shall have the cancellation statement edited. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out.
- C. Public Liability and Automobile Liability Insurance: **CONTRACTOR** will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage for the Work agreed to under this Agreement and as outlined within the contract documents, whether such operations be by themselves or by any subcontractor under them, with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. Name **CITY** as an additional insured on the policy, and provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy actually been endorsed to name the City of Portland as an Additional Insured" and copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability

Expansion Endorsement, by which the City of Portland is, in fact, automatically made an additional insured.” A Certificate which merely has a box checked under ‘Addl Insr,’ or the like, or which merely states The City of Portland is named an Additional Insured, will not be acceptable. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **CITY** of termination of insurance from insurance company or agent.

- D. Blasting: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs (a), (b), and (c) above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.
- E. Execution and Limitation: Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the company.
- F. Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- G. Compliance: with the requirements of this subsection may be met by procurement of insurance covering all work under contract with the City or may be met by procurement of separate insurance for each individual contract. In either case a Certificate of Insurance shall be filed for each contract to show evidence that all required insurance has been obtained.
- H. Termination or Change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the City by certified mail at least 30 days in advance of cancellations or of any change in the policy. No change shall be made without prior written approval of the City. The Contractor shall keep all the required insurances in continuous effect until 31 days after the date of final acceptance of the project or until such time as may be established by the City.
- I. Contractual Liability Insurance: The Contractor shall carry Contractual Liability Insurance covering the liability Contractor has assumed under the contract to indemnify and save harmless the City of **Portland, its officers and employees with respect to bodily injuries in or death of any person or persons or injury to or destruction of property. The limits for such insurance** shall be not less than those specified for Commercial General Liability Insurance in paragraph (b) above.

**SUPPLEMENTAL SPECIFICATION  
SECTION 202 - REMOVING STRUCTURES AND OBSTRUCTIONS**

The provisions of Section 202 of the Standard Specifications shall apply with the following additions and modifications:

**202.011 Depth of Removal**

All structures and obstructions, with the exception of manholes and catch basins, see section 202.05, shall be removed to a depth as required to allow construction of the project as presented in the construction documents. In roadway areas, removal shall be to a depth below all subbase gravel. In areas of utility piping or structures, removal will be to a depth sufficient to allow placement of said piping and structures, including supportive materials such as bedding layers, antifoatation slabs and foundations. Removal below subgrade depth shall only be performed at the direction of the City.

**202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges**

This section is modified by adding the following sentence to the first paragraph: All granite curbing, sidewalk brick, and cobblestones removed and not reused in construction of the proposed project shall be delivered to the City stockyard as directed and considered incidental to contract pay item 202.091.

The Contractor shall be responsible for the removal without damage, cleaning and stacking at the City Stockyard, all straight and curved curbing, terminal sections and curb corners which are designated to be replaced with new curb and shall be incidental to cost of removing existing curbing paid under Item 202.091.

Each section of straight curbing shall have its overall length painted legibly and plainly on one end. Each section of circular curbing shall have its overall arc length and radius painted on one end.

Removing and stacking curb or edging shall include all labor, equipment, tools and materials for excavating, removing, cleaning, backfilling, handling, stacking and any incidental work necessary.

**202.04 Removing Portland Cement Concrete Pavement**

This section is modified by adding the following sentence: This work shall include the removal of the existing cobblestone pavers beneath the bituminous pavement and delivery to the City Stockyard.

**202.05 Removing Manholes or Catch Basins**

The first sentence of this subsection shall be modified by: Deleting "600 mm [2 feet] below subgrade," and Substituting the following: "4 feet below finish grade."

**202.06 Removing Bituminous Concrete Pavement**

This section is modified by adding the following paragraphs: Prior to the removal of bituminous pavement, the limit of the removal area shall be saw cut to the appropriate depth for this given location where new pavement will be matched to existing pavement. Existing bituminous asphalt or Portland Cement Concrete pavement areas to be totally removed shall be saw cut to the full existing pavement depth.

The cutting equipment used shall be exclusively designed for the purpose. It shall be capable of establishing a straight and vertical cut and to minimize chipping of the edge of the existing surface to remain.

**202.061 Removing Pavement Surface**

This section is modified by adding: The milled surface shall have a uniform texture and provide acceptable rideability for vehicles. Should resurfacing be delayed or the resulting milled surface be unsatisfactory for any reason, a bituminous leveling course or temporary pavement may be required. The Contractor shall clean the milled surface and surrounding area of all loose material prior to use by traffic.

**202.07 Method of Measurement**

Saw cutting pavement and roadway butt joints are incidental to the contract pay item 202.20 and shall not require measurement.

**202.08 Basis of Payment**

The accepted quantity of removal of existing bituminous pavement or pavement surface shall be at the contract unit price per square yard, which will be full compensation for removal of the pavement surface by a milling operation or other method, dust control, hauling, placement of a bituminous leveling course, temporary removal of detrimental objects and all tools, equipment, labor and other materials necessary to satisfactorily complete the work.

Removal of existing sidewalk and driveway, including subbase, shall be incidental to the applicable sidewalk or driveway pay items. Refer to Section 608 for further details.

Removal of existing manholes and catch basins removal shall be considered incidental to the cost of the new structures.

Removal of existing storm or sewer pipe shall be considered incidental to the cost of the new pipe.

Removal of existing cobbles and/or concrete within trench shall be at the contract unit price per square yard, which will be full compensation for cutting and removal and shall include all tools, equipment, labor and other materials necessary to satisfactorily complete the work.

<b>Pay Item</b>	Payment will be made under:	<b>Pay Unit</b>
202.11	Removal of Cobbles / Concrete	Square Yard
202.20	Remove Existing Bituminous Concrete Pavement	Square Yard
202.202	Mill Ex. Pavement Surface	Square Yard

**SUPPLEMENTAL SPECIFICATIONS  
SECTION 203 - EXCAVATION AND EMBANKMENT**

The provisions of Section 203 of the Standard Specifications shall apply with the following additions and modifications:

**203.01 Description**

Paragraph (b) Rock Excavation shall be modified to read: "each having a volume of one-half cubic yard or more".

**203.04 General**

The Contractor shall excavate rock if encountered to the lines and grades indicated on the drawings, shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock.

In general, rock in pipe trenches shall be excavated so as to be not less than six inches (6") from the pipe after it has been laid. If needed, before the pipe is laid, the trench shall be backfilled to the established trench profile with thoroughly compacted, suitable material or, when so specified or indicated on the drawings, with the same material as that required for bedding the pipe, furnished and placed at no additional cost to the City.

The Contractor shall remove all dirt and loose rock from the designated areas and shall clean the surface of the rock thoroughly, using steam to melt snow and ice, if necessary. Water in depressions shall then be removed as required so that the whole surface of the designated area can be inspected to determine whether seams or other defects exist.

The surface of rock foundations shall be left sufficiently rough to bond well with the masonry and embankments to be built thereon; and, if required, shall be cut to rough benches or steps. Before any masonry or embankment is built on or against the rock, the rock shall be scrupulously freed from all vegetation, dirt, sand, clay, boulders, scale, excessively cracked rock, loose fragments, ice, snow, and other objectionable substances. Picking, barring, wedging, streams of water under sufficient pressure, stiff brushes, hammers, steam jets, and other effective means may be used to accomplish this cleaning. All free water left on the surface of the rock shall be removed.

**203.042 Explosives**

The Contractor shall keep explosives on the site only in such quantity as may be needed for the work under way and only during such time as they are to be used. Contractor shall notify the Engineer, in advance, of his intention to store and use explosives. Explosives shall be stored in a secure manner and separate from all tools. Caps or detonators shall be safely stored at a point over 100 feet distant from the explosives. When the need for explosives has ended, all such materials remaining on the work shall be promptly removed from the premises.

The Contractor shall observe all municipal ordinances and State and Federal laws relating to the transportation, storage, handling, and use of explosives. In the event that any of the above mentioned laws, ordinances, or regulations require a licensed blaster to perform or supervise the work of blasting, said licensed blaster shall, at all times, have his license on the work and shall permit examination thereof by the Engineer or other officials having jurisdiction.

**203.043 Blasting Precautions**

All operations involving explosives shall be conducted with all possible care to avoid injury to persons and property. Blasting shall be done only with such quantities and strengths of explosives and in such manner as will break the rock approximately to the intended lines and grades and yet will leave the rock not excavated in an unshattered condition. Care shall be taken to avoid excessive cracking of the rock upon or against which any structure will be built, and to prevent injury to existing pipes or other structures and property above or below ground. Rock shall be well covered with logs or mats, or both, when required. Sufficient warning shall be given to all persons in the vicinity of the work before a charge is exploded.

All blasting shall be completed within a distance of 50 feet before any portion of a masonry structure is placed or any pipe is laid.

Any site where electric blasting caps are located or where explosive charges are being placed or have been placed shall be designated as a "Blasting Area". A "Blasting Area" within three hundred (300) feet of any traveled way shall be marked by approved signs with information similar to the following:

"BLASTING AREA - TURN OFF RADIO TRANSMITTERS"

and on the reverse side:

"END OF BLASTING AREA"

The Contractor shall notify each public utility company having structures in proximity to the site of the work of his intention to use explosives and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

All persons within the danger zone of blasting operations shall be warned by the Contractor, and no blasting shall be done until the zone is cleared. Flagmen, furnished by the Contractor, shall be so stationed as to stop all approaching traffic during blasting operations.

The Contractor shall be liable for all damages to persons or property caused by blasting or explosions, or arising from neglect to properly guard and protect the excavations and all portions of the work, and Contractor shall wholly indemnify the Owner against all claims on such account. No compensation will be allowed the Contractor in any event, or under any circumstances, for loss incurred by him or arising from his neglect to fully comply with these requirements.

**203.044 Excess Rock Excavation**

If rock is excavated beyond the limits of payment indicated in the drawings, specified, or authorized in writing by the Engineer, the excess excavation, whether resulting from over-breakage or other causes, shall be backfilled, by the Contractor at no cost to the City.

In pipe trenches, excess excavation below the elevation of the bottom of the bedding, cradle, or envelope shall be filled with material of the same type, placed and compacted in the same manner, as specified for bedding, cradle, or envelope. Excess excavation above said elevation and outside of trench pay width shall be filled with earth as specified in the specifications at no cost to the City.

**203.045 Blasting Records**

The Contractor shall keep and submit to the Engineer an accurate record of each blast. The record shall show the general location of the blast, the depth and number of drill holes, the kind and quantity of explosives used, and other data required for a complete record.

**203.046 Shattered Rock**

If the rock below normal depth is shattered due to drilling or blasting operations of the Contractor, and the Engineer considers such shattered rock to be unfit for foundations, the shattered rock shall be removed and the excavation shall be backfilled with concrete as required, except that in pipe trenches crushed stone may be used for backfill, if approved. All such removal and backfilling shall be done by the Contractor, at no additional cost to the City.

**203.047 Removal of Boulders**

Piles of boulders or loose rock encountered within the limits of earth embankments shall be removed to a suitable place of disposal.

**203.048 Disposal of Excavated Rock**

Excavated rock may be used in backfilling trenches subject to the following limitations:

1. Pieces of rock larger than permitted under the section titled Excavation and Embankment: Section 203.01, shall not be used for this purpose.
2. The quantity of rock used as backfill in any location shall not be so great as to result in the formation of voids.
3. Rock backfill shall not be placed within 18-inches of the surface of the finish grade.

Surplus excavated rock shall be disposed of as specified in Section 203.06, "Waste Areas".

**203.049 Backfilling Rock Excavations**

When rock has been excavated and the excavation is to be backfilled, the backfilling above normal depth shall be done as specified under the "Excavation and Embankment, Section 203". If material suitable for backfilling is not available in sufficient quantity from other excavations as approved by the Engineer, the Contractor shall furnish and install suitable material from outside sources, under pay item 203.25 "Granular Borrow".

**203.06 Waste Area**

This subsection is revised to read as follows:

1. Surplus Earth and Rock Excavation:  
If the Contractor proposes to permanently place or permanently stockpile any surplus soil and rock, including soil or rock unsuitable for trench backfill or embankment construction, on property in the City of Portland, the Contractor or property owner shall obtain any Site Plan Permit required from the City Planning Authority or any Fill Permit required from the MaineDEP or U. S. Army Corps of Engineers, before the surplus soil and rock is permanently placed or stockpiled. The Contractor shall provide copies of the required permits to the Engineer. Stockpile locations shall meet the applicable setback requirements in the City Land Use Code.
2. Temporary Stockpiles:  
If the contractor proposes to temporarily stockpile any surplus soil and rock, including soil or rock unsuitable for trench backfill or embankment construction, in the City of Portland, the contractor shall obtain approval for each stockpile location from the Engineer. Stockpile locations shall meet the applicable setback requirements in the City Land Use Code.

3. Trees, Stumps and other Material, Excepting Granular Material:  
 The disposal of trees, stumps, stubs and brush shall be the responsibility of the Contractor. If the disposal site is within private property, the Contractor shall be required to obtain written permission from the landowner for use of the disposal site for the above mentioned materials. A copy of the permission and evidence of a fill permit if required shall be provided to the Engineer. The Contractor or landowner shall obtain a dumping permit at 55 Portland Street.
4. Surplus Cobblestones, Bricks, and Granite Curb Stone:  
 Cobblestones, bricks and curbing removed during construction and not incorporated into the project shall remain the property of the City and shall be cleaned to remove all excess granular material there from and hauled to a storage area or project site in the City, as directed by the Engineer. Bricks shall be palletized and curbing shall be stockpiled in an organized manner at the approved location.

**203.18 Method of Measurement**

Test pits will be measured per vertical foot.

In the fourth paragraph of this subsection, the sentence stating, "when measured in vehicles, the quantity for payment shall be 90 percent of the quantity determined for earth", delete 90 percent and insert 80 percent.

**203.19 Basis of Payment**

This subsection shall be amended by the addition of the following paragraph:

Common excavation shall be paid for at the contract unit price per cubic yard. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for excavation.

The accepted quantity of test pit excavation will be paid for at the contract unit price per vertical foot. Payment shall be full compensation for furnishing all labor, materials and equipment necessary for excavation, test excavation, backfilling, pavement replacement as applicable, disposal of materials and protection of utilities.

<b>Pay Item</b>	Payment will be made under:	<b>Pay Unit</b>
203.2	Common Excavation	Cubic yard
203.28	Test Pit Excavation	Vertical Foot

**SUPPLEMENTAL SPECIFICATION  
SECTION 206 - STRUCTURAL EXCAVATION**

The provisions of Section 206 of the Standard Specifications shall apply with the following additions and modifications:

**206.01 Description**

For Structural Earth Excavation, only that trench excavation for pipe below the established trench profile, as indicated on the Pipe Installation Detail, shall be included under this section. Trench excavation to the established profile shall be considered as incidental to the appropriate pipe item. For Structural Rock Excavation, the trench shall be excavated to the established trench profile as indicated on the Typical Trench Detail. The payment width for Structural Rock Excavation shall be as described in Section 206.04, of the Supplemental Specifications.

- (a) Drainage and Minor Structures shall include sewer and storm drain pipes, culverts, manholes and catch basins, structural plate culverts, box and pipe culverts, underdrains, berm ditches, cut slope down spout ditches, culvert end walls, concrete steps and other minor structures.
- (c) Special Backfill. The Contractor shall furnish, place, and compact special backfill material as indicated on the plans or as directed and specified herein.

The special backfill shall be a sandy, granular material and shall meet the requirements of Section 703.06 (b) Aggregate Subbase - Sand of the Supplemental and Standard Specifications. The special backfill shall be spread in layers of uniform thickness not exceeding eight inches (8") before compaction and moistened and allowed to dry. Then it shall be thoroughly compacted by means of suitable power driven tampers or other power driven equipment to a uniform density of 95% of maximum density.

**206.02 Construction Methods**

The fourth paragraph of the Standard Specifications shall be modified to read as follows:

When the foundation is to be placed on solid rock, the rock shall be excavated to a firm surface, either level, stepped or serrated. In trenches for sewer and storm drain pipes, culverts, manholes, and catch basins, box and pipe culverts, structural plate pipes and structural plate pipe arches, when solid or disintegrated rock or boulders are encountered, the rock shall be excavated to a depth of six inches below the bottom of the proposed pipe or structure, unless otherwise indicated on the plans or ordered. The six inch level below the bottom of the proposed pipe shall be defined as "Established Trench Profile". For the installation of underdrain, the rock shall be excavated to three inches below the bottom of the proposed pipe, unless otherwise ordered. Underdrain shall be installed at the proper elevation in accordance with Section 605 and as indicated on the plans.

**206.04 Method of Measurement**

Paragraph (a) of the Standard Specifications shall be deleted and the following paragraphs added:

There will be no measurement for earth excavation except excavation required below a plane parallel with and six inches below the bottom of the structure or trench, hereinafter referred to as Earth Excavation, Below Grade.

When Structural Rock is encountered for sewer and storm drains, the quantity to be measured for payment will be the amount actually excavated to the "Established Trench Profile" as defined in Section 206.02 of the Supplemental Specifications, provided the maximum allowable horizontal dimensions do not exceed the payment limit, dimension "A", as indicated on the Pipe Installation Detail.

When Structural Rock is encountered for manholes and catch basins, headwalls, steps, structural plate pipes and arches and other drainage structures, other than sewer and storm drains and underdrains, the quantity to be measured for payment will be the amount actually excavated to the "Established Trench Profile", provided the maximum allowable horizontal dimensions do not exceed those bounded by vertical surfaces eighteen inches outside the lines of the base as shown on the plans.

**206.05 Basis of Payment**

Material used for Special Backfill and Crushed Stone for Pipe Bedding shall be backfilled as indicated on the plans or as ordered, and shall be incidental to the cost of the pipe.

"Drag Boxes", if utilized by the Contractor will be allowed; however, no payment will be made for any excess excavation, backfill material or surface restoration used beyond the payment limit, dimension "A", as shown on the Pipe Installation Detail.

Excavated materials suitable for backfill shall be used to backfill normal excavations incidental to this section. Disposal of surplus excavated materials shall be in accordance with Section 203.06, Waste Areas.

No additional payment shall be made for protection of existing trees, shrubs, utility poles, structures, and utilities.

	Payment will be made under:	
<b><u>Pay Item</u></b>		<b><u>Pay Unit</u></b>
206.07	Structural Rock Excavation	Cubic Yard

**SUPPLEMENTAL SPECIFICATION  
SECTION 304 - AGGREGATE BASE AND SUBBASE COURSES**

The provisions of Section 304 of the Standard Specifications shall apply with the following additions and modifications:

**304.02 Aggregate**

Sources of Aggregate and preliminary test results shall be submitted ten working days prior to any placement of material on the job. Failure of these preliminary tests will be grounds for rejection of material from that source. Aggregates will be tested on the job and shall meet these specifications as the material is incorporated into the work.

**304.07 Basis of Payment**

The costs for laboratory testing and source documentation shall be incidental to providing Type "B" and Type "D" gravel. The costs for all failing tests shall be the responsibility of the contractor.

<b><u>Pay Item</u></b>	Payment will be made under:	<b><u>Pay Unit</u></b>
304.09	Aggregate Base Course – Crushed Type "B"	Cubic Yard
304.10	Aggregate Subbase Course – Gravel Type "D"	Cubic Yard

**SUPPLEMENTAL SPECIFICATION  
SECTION 401 - PLANT MIX PAVEMENTS - GENERAL**

The provisions of Section 401 of the Standard Specifications shall apply with the following additions and modifications:

**401.11 Preparation Of Existing Surfaces**

All streets to be paved shall be swept of all debris (sand, grass, etc.) prior to paving. Any grass or other vegetation growing in the street shall be removed prior to paving. Tack coat shall be applied per Supplemental Specification Section 409.

Where pavement placed under this Contract joins an existing pavement, the existing pavement, when directed by the Engineer, shall be removed a minimum of 1-foot wide and 1 ½-inch deep in order to provide a vertical butt joint. The butt joint shall also be tack coated.

All streets to be shimmed shall be reviewed with Paving Inspector prior to placement to determine depth or grade to be achieved.

All vertical cuts in existing pavements shall be tack coated. The surface of the joint once completed shall be flush with the existing pavement.

Specified compaction of bituminous pavement in all work included in this contract shall be achieved without the assistance of vibratory action of the roller unless otherwise directed.

All work under this section shall be considered incidental to the related contract pay items.

**401.17 Joints:**

All vertical cuts in existing pavements shall be treated with an approved asphaltic tack coat material. The surface of the joint once completed shall be flush with the existing pavement. Vertical joints in Grading 12.5mm shall be offset from vertical joints in 19mm horizontally by at least one foot.

**SUPPLEMENTAL SPECIFICATION  
SECTION 403 – HOT BITUMINOUS PAVEMENT**

The provisions of Section 403 of the Standard Specifications shall apply with the following additions or modifications:

**403.02 General**

This section shall include Hot Bituminous Pavement – Grading “B” (19.0mm) and Hot Bituminous Pavement - Grading “D” (9.5 mm). The Hot Bituminous Pavement - Grading “B” (19.0mm) shall be placed as base course within the limits shown on the drawings. The Hot Bituminous Pavement – Grading “D” (9.5mm) shall be placed in bituminous driveway areas.

Temporary trench patch asphalt shall be placed in all street trenches if the Contractor is not going to be actively working that area at the site for more than 16 hours (e.g., over a weekend). Temporary trench patch asphalt may be required for sewer, storm drain, or curb installation if the weather conditions do not meet MaineDOT specifications for placing pavement. All temporary pavement shall be removed and replaced with final pavement that is placed in accordance with the specifications. Refer to Supplemental Specification 108.4.1 for information regarding price adjustment for Hot Mix Asphalt.

**403.04 Method of Measurement**

The method of measurement for Hot Bituminous Pavement – Grading “B” (19.0 mm) and Hot Bituminous Pavement – Grading “D” (9.5 mm) HMA will be measured by the ton.

**403.05 Basis of Payment**

The accepted quantity for Hot Bituminous Pavement – Grading “B” (19.0mm) and Hot Bituminous Pavement - Grading “C” (12.5 mm) will be paid for at the contract unit price per ton in place. This price will include fine grading of base gravel, tack coat, and all labor, materials, and equipment necessary to complete the work.

Temporary trench patch asphalt will be incidental to the cost of curb, sewer, and/or storm drain installation.

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
403.207      Hot Bituminous Pavement – Grading “B” (19.0 mm)	Ton
403.208      Hot Bituminous Pavement – Grading “D” (9.5 mm)	Ton

**SUPPLEMENTAL SPECIFICATION  
SECTION 409 - BITUMINOUS TACK COAT**

The provisions of Section 409 of the Standard Specifications shall apply with the following additions or modifications:

**409.07 Application of Bituminous Material**

The rates of application shall be 0.050 gallons per square yard when paving over milled surfaces. During application, care shall be taken to assure curbing shall not be discolored. Curbing discolored by tack coat shall be cleaned by Contractor at no cost to the City.

**409.08 Method of Measurement**

The application of the bituminous tack coat will be incidental to the application of Hot Mix Asphalt and will require no measurement or payment.

**409.09 Basis of Payment**

The payment for this work will be incidental to Section 403 - Hot Bituminous Pavement.

**SUPPLEMENTAL SPECIFICATION  
SECTION 502 – STRUCTURAL CONCRETE**

The provisions of Section 502 of the Standard Specifications shall apply with the following additions or modifications:

**502.01 Description**

This work shall consist of placement of concrete fill in areas where cobblestones and/or existing concrete are encountered in the roadway and the placement of bentonite clay trench dams.

**502.03 Materials**

**Bentonite Clay Trench Dams:**

The Bentonite Clay Trench Dams shall consist of granular or powdered sodium bentonite equal to Volclay® C/S Granular. Hydrate in place by addition of water. Hydrated bentonite shall have a minimum wet particle size of 94% passing the No. 200 sieve and 92% passing the No 325 sieve. The maximum moisture content of the dry granulars shall be 12%.

**Concrete Fill:**

Concrete shall have a 28-day design compressive strength of 3,000 pounds per square inch and a maximum aggregate size of 3/8-inch.

**502.19 Basis of Payment**

The accepted quantities of structural concrete fill, concrete class “S” 3,000 psi will be paid at the contract price per cubic yard.

The payment for Bentonite Clay Trench Dam will be incidental to Section 603 – Pipe Culverts and Storm Drains.

	Payment will be made under:	
<b><u>Pay Item</u></b>		<b><u>Pay Unit</u></b>
502.56	Concrete Fill	Cubic Yard

**SUPPLEMENTAL SPECIFICATION  
SECTION 603 - PIPE CULVERTS AND STORM DRAINS**

The provisions of Section 603 of the Standard Specifications shall apply with the following additions and modifications:

**603.011 Description**

This work shall consist of the construction of storm drains and sewer pipes by means of trenched or trenchless installation, casing pipe, and service leads hereinafter referred to as "pipe", as shown on the plans, details, and specified herein.

When alternative pipe material is listed in the Bid, the Contractor shall signify his choice of pipe to be used by inserting his mark in the proper space provided.

The Contractor shall install locating/warning tape over the centerline of all sanitary, storm, and combined sewer pipes including main lines, service leads, stubs, and catch basin laterals both within the right of way and outside of the established street as required by City ordinance. Both a green warning tape and a number 10 or 12 gauge single strand coated wire shall be installed at a maximum of 24 inches below finish surface grade for the entire length of the pipe. Magnetic warning tape may be used in place of the separate warning tape and wire. The end of all service stubs shall be recorded on the included sheet entitled Storm and Sanitary Sewer Service Lateral Location Record and submitted to the City upon completion of the work.

All connections shall be made in conformance with the Plumbing Code of the City of Portland and the Maine State Plumbing Code.

**603.012 Materials**

Pipe materials shall be limited to, and meet the requirements specified for, the various subsections of the specifications listed below:

Pipes conveying sanitary sewer flows:

P.V.C. Ring Type Sewer Pipe - (SDR 35 or Equal)-----	ASTM-----	D3034
ADS/Hancor SaniTite HP Polypropylene Pipe -----	ASTM-----	F2736,
F2487,		F1417

Pipes conveying solely storm drain flow:

Reinforced Concrete Pipe (Class III) -----	Stand. Spec-----	706.02
P.V.C. Ring Type Sewer Pipe - (SDR 35 or Equal)-----	ASTM-----	D3034
ADS/Hancor N-12 HP Pipe-----	ASTM-----	D2412,
		D3212,
		F477

**603.013 Construction Requirements**

Maintenance of Existing Flows:

1. Keep existing sewers and drains in operation
2. If existing sewers and drains are disturbed, provide for maintenance of such flows until work is completed.
3. Do not allow raw sewage to flow or stand on ground surface or in an excavation.

Poly Vinyl Chloride (PVC) Sewer Pipe and Fittings:

PVC pipe may be used for sanitary sewer and storm drain applications.

Open ends of pipe shall be closed by suitable temporary bulkheads to prevent entrance of earth and other materials when pipe laying is not in progress. The Contractor shall take all necessary precautions to prevent floatation of the pipe as a result of the water in the trench.

Each pipe length shall be inspected before being laid. Pipe shall be laid to conform to the lines and grades indicated on the drawings. Each pipe shall be so laid as to form a close joint with the next adjoining pipe and bring the inverts continuously to the required grade.

Bell holes shall be excavated or provided in the base material to receive the bell or coupling so that only the barrel of the pipe receives bearing pressure from the supporting material.

When each pipe has been properly bedded, enough of the backfill material shall be placed and compacted between the pipe and the sides of the trench to hold the pipe in correct alignment.

No pipe or fitting shall be permanently supported on blocks, wedges, boards or stones.

All joints shall be made in a dry trench and in accordance with the manufacturer's recommendations.

All PVC Gravity Sewer Pipe supplied shall conform to all aspects of ASTM specification D3034-73A and/or ASTM Specification F789 for PVC sewer pipe, joints and fittings. Joints shall be rubber gasketed "Bell and Spigot" type. Installation of materials shall be as suggested in ASTM D2321. Minimum "pipe stiffness" at 5% deflection shall be 46 psi for all sizes when tested in accordance with ASTM D2412.

It is the responsibility of the Contractor to ensure that the trench and the backfill around the pipe has been compacted sufficiently to limit deflection in the pipe to no more than 5%. All flexible pipe installed under this contract shall be tested by a "go-no-go" mandrel permitting no greater than 5% deflection. Testing of the pipe shall be done in the presence of a City inspector. The inspector shall be given a minimum of 24 hour advance notice before testing is to take place. All pipe not passing the 5% deflection limit test shall be removed and replaced at no additional cost to the City.

Pipe bundles shall be stored on a flat surface so as to support the barrels evenly. This is important as in hot weather PVC pipe will deflect or warp causing installation problems in line and grade. If a warped section is found, the Contractor shall not use such length of pipe.

In order to ensure proper compaction, alignment, and grade, and eliminate any construction problems that may be encountered, the Contractor shall be required to use only the 12-1/2 foot lengths of PVC pipe.

Pipe shall remain stacked in the original shipping bundles, and only pipe taken off the bundle for one day's laying shall be distributed along the trench.

PVC pipe will not bond to concrete or mortar and therefore connection to a cast-in-place or brick manhole and catch basin shall be made as detailed on the project plans.

Reinforced Concrete Pipe:

Reinforced concrete pipe may be used for storm drain applications.

Reinforced concrete pipe shall be obtained only from a manufacturer of established good reputation in the industry. The pipe shall have a smooth and even interior surface, free from projections, indentations, or irregularities of any kind.

The joint shall be such that when joined the pipes will form a continuous and uniform line without projections, off-sets or irregularities and be capable of satisfying the specified leakage requirements.

Pipes shall be joined with rubber or rubber type gaskets that conform to the requirements established in ASTM Designation C443.

Each length of pipe shall be provided with proper ends made either of concrete formed on machined rings to ensure accurate joint surfaces or of metal rings. The diameters of the joints surface, depended upon to compress the gasket, shall not vary from the theoretical diameters by more than 1/16 inch. The joint shall be sealed by the rubber gasket so that the joint will remain tight under all conditions of service.

The rubber gasket shall be applied in accordance with the manufacturer's recommendations.

After the pipes are aligned in the trench and are ready to be jointed, all joint surfaces shall be cleaned. Immediately before jointing the pipe, the inside surface of the groove shall be thoroughly lubricated with a recommended lubricant. Pipe shall then be coupled immediately by carefully pushing each pipe into place without damage to pipe or gasket. The position of the gasket in the joint shall then be inspected to be sure it is properly put together and is tight.

Pipes shall be coupled by any suitable arrangement of come-along, winch, jack, or other power equipment that can exert sufficient force to couple pipe to its tightest position.

All RCP pipe where the pipe joint gap is 0.5 inches wide or more shall be sealed on the inside with cement mortar. Cement mortar if used shall be applied by trowel and the joint shall be thoroughly filled and finished smoothly with the inside surface of the pipe.

All pipe thirty-six inches in diameter or larger shall be sealed on the inside with cement mortar or with gunite by the grout-weld method using a pneumatic machine of the Nicholson, Bondactor, or equal type. Cement mortar if used shall be applied by trowel and the joint shall be thoroughly filled and finished smoothly with the inside surface of the pipe. The grout-weld seal shall be applied only by experienced and skilled workmen in accordance with the instructions of the manufacturers of the machine.

The pipe shall be laid accurately to line and grade. Pipe bedded in compacted crushed stone shall not be supported on blocking, wedges, brick, or anything except the bedding material. Pipe on concrete cradle shall be supported on solid concrete blocks or precast concrete saddles which become part of the completed cradle.

Each length of pipe shall be shoved home against the pipe previously laid, and held securely in position. Joints shall not be "pulled" or "cramped". Holes provided for jointing shall be filled and compacted.

Pipe from which a core has been cut and the resulting hole repaired, shall be placed with the cored hole located forty-five degrees above or below the horizontal centerline of the pipe.

To prevent the entrance of earth and other materials when pipe laying is not actually in progress, the open ends of pipe shall be closed by suitable temporary bulkheads. The Contractor shall take all

necessary precautions to prevent floatation of the pipe because of flooding of the trench. If water is in the trench when work is resumed, the bulkheads shall not be removed until the danger of earth and other materials entering the pipe has passed.

All pipe joints and structures shall be made water tight. There shall be no visible leakage, spurting or gushing of water, sand, silt, clay or soil of any description entering the pipe lines at the joints or structures. Where there is evidence of water or soil entering the pipeline, connecting pipes or structures, defects shall be repaired.

Shorter lengths of RCP may be required to construct the pipe lengths between structures.

ADS/Hancor N-12 HP Pipe:

N-12 HP pipe may be used for storm drain applications.

Pipe shall be manufactured by Advanced Drainage Systems, Inc. Pipe shall be a dual wall profile design for pipe diameters 12-inches to 24-inches and triple wall profile design for pipe diameters 30-inches to 60-inches in storm sewer and drainage applications. Pipe shall have minimum pipe stiffness of 46 psi when testing in accordance with ASTM D2412.

Pipe shall be joined with the N-12 HP gasketed integral bell & spigot joint and joints shall be watertight according to the requirements of ASTM D3212. Spigot shall have 2 o-ring gaskets securely seated in a gasket groove. Gaskets shall meet the requirements of ASTM F477. Gaskets shall be installed by the manufacturer and covered with a removable, protective wrap to ensure the gaskets are free from debris and damage. A joint lubricant available from the manufacturer shall be used on the gaskets and bell during joint assembly.

Bell and spigot connections shall utilize a spun-on, welded or integral bell and spigot with gaskets meeting ASTM F477. Fitting joints shall meet the watertight joint performance requirements of ASTM D3212.

Virgin material for pipe and fitting production shall be impact modified copolymer polypropylene conforming with the requirements of ASTM D4101.

Installation shall be in accordance with ASTM D2321 and Hancor's recommended installation guidelines.

Shorter lengths of N-12 HP pipe may be required to meet the required spacing between structures.

ADS/Hancor SaniTite Pipe

SaniTite pipe may be used for sewer line applications.

SaniTite pipe shall have a smooth interior and annular exterior corrugations. 24-inch through 60-inch shall meet AASHTOM M294, Type S or ASTM F2306 with the modifications listed herein.

The 24-inch through 60-inch pipe shall be watertight according to the requirements of ASTM D3212. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. Spigot shall be designed to accept two gaskets which can be fully inserted into the bell.

Fitting shall conform to AASHTO M294 or ASTM F2306. Fittings shall be fabricated from the same materials as the pipe.

To assure watertightness, field performance verifications may be accomplished by testing in accordance with ASTM F2487 or ASTM F1417. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

Virgin material for pipe and fitting production shall be high-density polyethylene conforming with the minimum requirements of cell classification 435400C as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The 24-inch through 60-inch virgin pipe material shall comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306 respectively.

Installation shall be in accordance with ASTM D2321 and ADS published installation guidelines for low head irrigation pipe, with the exceptions that only Class I and II backfill materials shall be acceptable and minimum cover in traffic areas for 24-inch through 48-inch shall be one foot and for 60-inch diameters, the minimum cover shall be 2 feet.

### **603.033 Testing**

Gravity sewers shall be tested by one of the following methods:

- A. Low pressure air
- B. Infiltration
- C. Exfiltration

Pipes with diameters of 24-inch or smaller shall be tested for acceptance by one of following test methods: low pressure air, infiltration, or exfiltration. Pipes with diameters larger than 24-inch shall be tested for acceptance by one of the following test methods: infiltration or exfiltration.

Approval of method will be made by the Engineer with due consideration for subsurface conditions and size and type of pipe.

The Contractor shall have the proper plugs, weirs, and other equipment to perform all required tests. Testing of each section of sewer installed shall include the portions of service laterals installed under this contract.

#### **A. Low Pressure Air:**

When low pressure air test is used, it shall be conducted in compliance with the following:

After completing backfill of the wastewater line, the Contractor shall, at no additional cost to the City, conduct a line acceptance test using low pressure air. The test shall be performed according to stated procedures and in the presence of the Engineer.

#### **Procedures:**

All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be checked. Air shall be introduced into the plugs at 25 psig. The sealed pipe shall be pressured to five psig. The plugs shall hold against this pressure without bracing and without movement of the plugs out of the pipes.

After a manhole to manhole reach of pipe has been backfilled and cleaned, and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole and inflated to 25 psig. Low pressure air shall be introduced into this sealed line until the internal air pressure reaches four psig greater than the average back pressure off any ground water that may be over the pipe. At least two minutes shall be allowed for the air pressure to stabilize.

After the stabilization period (3.5 psig minimum pressure in the pipe), the air hose from the control panel to the air supply shall be disconnected. The portion of line being tested shall be termed "acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than average back pressure of any ground water that may be over the pipe) shall not be less than the time shown for the given diameters in the following table:

<u>Pipe Diameter (In Inches)</u>	<u>Minutes</u>
4.....	2.0
6.....	3.0
8.....	4.0
10.....	5.0
12.....	5.5
15.....	7.5
18.....	8.5
21.....	10.0
24.....	11.5

In areas where groundwater is known to exist, the Contractor shall install a one-half inch diameter capped pipe nipple, approximately 10-inches long, through the manhole wall on top of one of the sewer lines entering the manhole. This shall be done at the time the sewer line is installed. Immediately prior to the performance of the Line Acceptance Test, the groundwater shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then connecting a clear plastic tube to the nipple. The hose shall be held vertically and a measurement of the height in feet shall be divided by 2.3 to establish the pounds of pressure that will be added to all readings. (For example, if the height of the water is 11-1/2 feet, then the added pressure will be five psig, and the 2.5 psig to 7.5 psig. The allowable drop of one pound and the timing shall remain the same.)

If the installation fails the air test, the Contractor shall, at no additional cost to the City, determine the source of the leakage. Contractor shall then repair or replace all defective materials and/or workmanship.

**B. Infiltration:**

An infiltration test requires groundwater levels to be a minimum of one foot above the crown of the pipe of the high end of the section being tested. Infiltration test procedures are:

1. Engineer to determine length of sewer main and the connecting lines to be tested.
2. With all connecting pipes plugged (other than those included in test section) install a V notch weir in downstream end of pipe. The V notch weir must be constructed accurately and installed to maintain a watertight seal between weir and pipe.
3. Allow time for water to build up behind weir until steady, uniform flow passes through V notch.
4. Readings shall be taken and recorded.

**C. Ex-filtration:**

Ex-filtration test procedures are:

1. Engineer to determine length of sewer to be tested.
2. Properly cap or plug and block service laterals, stubs and fittings into sewer lines being tested.
3. Plug upstream and downstream ends of test section providing a water supply connection downstream and standpipe in manhole upstream.
4. Fill test section and upstream standpipe and allow time for water absorption in manholes.

5. Measure drop in upstream standpipe over three or four to 15 minute periods and compute leakage. Note: The upstream manhole may be used as the standpipe. Test sections shall be kept short enough to maintain a reasonably low head to prevent excess pressures.

Leakage in gravity sewers shall not exceed 300 gallons per inch diameter, per day, per mile of pipe when tested by either internal pressure or external pressure means. Should the pipe as laid fail to meet these requirements, the Contractor shall perform the necessary work, at no additional cost to the City, to meet these requirements.

#### **603.034 Inspection**

Pipe may be inspected at the manufacturing plant, or on the work site, and shall be subject to rejection at any time, even though sample pipes may have been accepted as satisfactory at the manufacturing plant.

All pipe shall be subject to thorough inspection and tests. All tests shall be made in accordance with the methods prescribed by, and the acceptance or rejections shall be based on, applicable ASTM specifications.

Pipe will be inspected upon delivery and all pipe which does not conform to the requirements of this contract will be rejected and shall be immediately removed from the work area by the Contractor.

Unsatisfactory pipe will be either permanently rejected or minor repairs made. After delivery, any pipe will be rejected which has been damaged beyond the possibility of satisfactory repair.

If such pipe is found in the pipeline, it shall be removed and replaced or encased in a Class A concrete collar or envelope as directed, at no additional cost to the City.

An inspection of the interior of all mainline pipe and catch basin lateral connections installed as part of the project shall be completed prior to final paving of the project by experienced personnel trained in locating breaks, obstacles and service connections by closed circuit television. A video tape and suitable log shall be provided to the City for review prior to final paving.

#### **603.035 Anti-floatation System**

Anti-floatation system for each pipe material shall be per the design of the pipe manufacturer and provided where required. Contractor shall submit pipe manufacturer's antifloatation calculations for the selected pipe material (of the three pipe material options) and details, signed and stamped by a licensed Professional Engineer in the State of Maine, to the City for approval prior to installation. The anti-floatation calculations shall follow the subsequent criteria:

- a. Groundwater elevation shall be set at grade above the pipe.
- b. Factor of safety shall be 1.1; downward forces from the weight of the pipe and soils over pipe shall be 1.1 times the buoyant uplift forces.
- c. The pipe shall be considered empty. Calculations shall not consider the weight of internal water.

#### **603.11 Method of Measurement**

The Engineer shall have the right to take samples of the concrete after it has been mixed, or as it is being placed in the forms, and to require cores to be cut from the finished pipe for any inspection and tests Engineer may require. Holes left by the removal of cores shall be filled in an approved manner by the Contractor at no additional cost to the City.

Pipes will be measured by the linear foot in place within the limits specified below.

Removal of existing pipe and structures shall be incidental to the pay item for which the proposed pipe or structure is installed.

For measurement purposes the end of the pipe in closed structures will be considered at the inside face of the wall of the structure, and in masonry headwalls it will be considered to be at least the face of the headwall.

### **603.12 Basis of Payment**

The accepted quantities of pipe for culverts, drains and sewers will be paid for at the contract unit price per linear foot, complete in place.

Payment for trench excavation to the established trench profile indicated on the plans, with the exception of structural rock excavation, cobbles/concrete and pavement section removal, will be included in the cost of the applicable pay item. Pipe bedding materials, backfilling and backfilling materials shall also be included in the cost of the applicable pipe pay item.

The costs of all necessary sheeting, shoring and bracing of existing structures, pipes, or utilities in or near the trench shall be considered incidental to the applicable pay items.

Overdepth rock excavation will be paid for as Structural Rock Excavation as specified in Section 206 of the Supplemental Specifications.

Backfilling of the trench shall be incidental to the cost of the pipe pay item.

Should the Contractor elect to utilize "drag boxes" during storm drain line installation work, overcutting of the trench beyond the limits for excavation shown on the Pipe Installation Detail will be allowed to accommodate the boxes. However, no payment will be made for the excess excavation and backfill material beyond the payment limit, dimension "A", as shown on the Pipe Installation Detail.

If any excavation including a utility trench is extended to a depth of more than 20 feet, it will be necessary to have the side slopes or trench sheeting and shoring designed by a professional engineer registered in the State of Maine. No extra payment will be made for the engineered sheeting and shoring methods, materials or equipment used by the Contractor, or engineering services. All trench stabilization shall be considered incidental to the applicable pay items.

The costs for PVC bends, retainer glands and thrust blocking shall be incidental to the appropriate pipe item.

The costs for providing exterior drops to manholes, as specified on the plans, shall be incidental to the appropriate pipe item.

The cost of locating/warning tape including installation shall be considered incidental to the appropriate pipe item.

The cost of maintaining flows in existing sewer lines and manholes and any maintenance and cleaning of said sewers that may be required as a result of new sewer installation shall be incidental to the related pay item and no separate payment for this work will be made.

The cost of cutting pipe and/or connectors necessary to construct new storm drain and sewer pipe, in addition to the work and materials necessary to connect new or existing pipes to existing pipes, catch

basins, or manholes, shall be incidental to the appropriate pay item. Changes to flow lines, profile grades, and pipe inverts of one foot or less shall be incidental to the appropriate pay items.

The accepted quantity of service leads will be paid for at the contract unit price per linear foot of pipe installed, complete in place. The amount bid for each lateral shall be full compensation for furnishing all labor, equipment, tools, adapters, reducers, and materials necessary to satisfactorily connect all laterals.

Payment for trench excavation, with the exception of structural rock excavation, will be included in this item. Pipe bedding materials, backfilling and backfilling materials shall also be included in this item for payment.

Payment for non-standard lengths of pipe shall be at the contract unit price per linear foot for those pay items and no additional payment shall be made.

Payment for bypass pumping associated with the sewer and storm drain pipe construction shall be considered incidental to the appropriate pipe item and no additional payment shall be made. Bypass pumping shall be manhole to manhole unless otherwise directed by the City Engineer. Raw sewage shall not be discharged to trench.

<b>Pay Item</b>	Payment will be made under:	<b>Pay Unit</b>
603.131	8" Diameter Sewer / Storm Pipe	Linear Foot
603.149	10" Diameter Sewer / Storm Pipe	Linear Foot
603.169	15" Diameter Sewer Pipe	Linear Foot

**SUPPLEMENTAL SPECIFICATION  
SECTION 604 - MANHOLES, INLETS, AND CATCH BASINS**

The provisions of Section 604 of the Standard Specifications shall apply with the following additions and modifications:

**604.01 Description**

This work shall consist of the construction and placement of all manholes, inlets, and catch basins.

**604.02 Materials**

Manhole frames and covers used on this project for both new and altered structures shall be 24" circular "sewer" and "drain" frames and covers, or approved equal. Covers shall be solid. Sewer covers shall have "Sewer" cast into the cover, and storm covers shall have "Drain" cast into the cover. Catch basin frames and grates shall be as detailed on the plans.

All castings shall comply with the American Iron and Steel (AIS) Requirements. Approved castings include the following:

Manholes:

1. East Jordan: Model Number 2160A for Cover; Model Number 1690Z for Frames.
2. Neenah: Model Number 14960002 or 14960003 for Cover; Model Number 14960001 for Frame.

Catch Basin:

1. East Jordan: Model Number 2440M for Grate; Model Number 7375Z for Frames.
2. Neenah: Model Number 32480002 for Grate; Model Number 32480001 for Frame.

**604.03 Construction Requirements**

Concrete Blocks shall not be used in any way in the construction or alteration of manholes or catch basins.

All manhole bases, barrel sections and top sections shall be marked, by the manufacturer, with the appropriate manhole station (and offset if applicable) and the street name, if more than one street is incorporated within a single contract.

Between the third and fourth paragraphs of the Subsection insert the following paragraphs:

Sanitary sewer and storm drain inverts shall be constructed by brick set in cement mortar, approved fiberglass insert, or by factory pre-cast concrete. Such pre-cast concrete shall be epoxy coated and the shelf shall have a permanent non-skid surface. Pre-cast concrete invert shall be cured at least 7 days in a controlled environment with use of plasticizers to reduce moisture content before applying epoxy. Epoxy shall be Sikagard 62 or approved equal and shall be cured to manufacturers specifications before delivery to the project site.

Storm drain shelves, channels and inverts shall be constructed by brick set in cement mortar, approved fiberglass insert, or by factory pre-cast concrete.

Special precautions shall be taken to provide adequate ventilation and attending personnel for the safety of all workers who may be required to enter existing sewers or sewers under construction.

It is emphasized to the Contractor that sanitary sewer and drainage construction under this contract shall be coordinated with existing sewer facilities so that continuous service and handling of existing flows is accomplished.

In the existing fifth paragraph, first sentence of that Subsection delete only "Metal frames and traps", and substitute therefore "Metal frames, steps, other appurtenances, and traps".

The outside surface of any masonry work for catch basins and manholes shall be plastered with mortar from 1/4 inch to 3/8 inch thick. The masonry shall be properly wetted before the plaster is applied. The plaster shall be carefully spread and troweled so that all cracks are thoroughly worked out. After hardening, the plaster shall be carefully checked by being tapped for bond and soundness.

All brick masonry surfaces with mortar shall be waterproofed with one coat of DEHYDRATINE 6 TROWEL MASTIC, DEHYDRATINE 10 SEMI-MASTIC or approved equal.

All poured concrete or precast concrete surfaces shall be waterproofed with two heavy coats of bituminous waterproofing materials. The material shall be MINWAX FIBROUS BRUSH COAT made by the Minwax Company, New York, New York; TREMCO 121 FOUNDATION COATING, made by the Tremco Manufacturing Company, Cleveland, Ohio; INERTOL NO-7 made by Inertol Company, Newark, New Jersey or approved equal.

All waterproofing material shall be applied according to the manufacturer's specifications and directions.

Catch basins shall be constructed as shown on the contract drawings. Unless otherwise indicated, catch basins shall have A-4 inlet stones, and Casco traps which shall be incidental to the contract unit price of the structure.

Leakage tests may be required on each manhole. The tests, if ordered, shall be the exfiltration test made as described below:

After the manhole has been assembled in place, all lifting holes and all exterior joints shall be filled and pointed with an approved non-shrinking grout or approved bituminous mastic as shown on the construction drawings. The test shall be made prior to placing the shelf and invert and before filling and pointing the horizontal joints. If the groundwater table has been allowed to rise above the bottom of the manhole, it shall be lowered for the duration of the test. All pipes and other openings into the manhole shall be suitably plugged and the plugs braced to prevent blow out.

The manhole shall then be filled with water to the top of the cone section. If the excavation has not been backfilled and observation indicates no visible leakage, that is, no water visibly moving down the surface of the manhole, the manhole may be considered to be satisfactorily water-tight. If the test, as described above is unsatisfactory, or if the manhole excavation has been backfilled, the test shall be continued. A period of time may be permitted if the Contractor so wishes, to allow for absorption. At the end of this period, the manhole shall be refilled to the top of the cone, if necessary, and the measuring time of at least 8 hours begun. At the end of the test period, the manhole shall be refilled to the top of the cone, measuring the volume of water added. This amount shall be extrapolated to a 24-hour rate and the leakage determined on the basis of depth. The leakage for each manhole shall not exceed 1 gallon per vertical foot for a 24-hour period. If the test fails this requirement, but the leakage does not exceed 3 gallons per vertical foot per day, repairs by approved methods may be made to bring the leakage within the allowable rate of one gallon per foot per day.

Leakage due to a defective section or joint or exceeding the three gallon per vertical foot per day shall be the cause for the rejection of the manhole. It shall be the Contractor's responsibility to uncover the manhole as necessary and to disassemble, reconstruct or replace it. The manhole shall then be retested and, if satisfactory, interior joints shall be filled and pointed.

No adjustment in the leakage allowance will be made for unknown causes such as leaking plugs and absorptions. It will be assumed that all loss of water during the test is a result of leaks through the joints or through the concrete. Furthermore, the Contractor shall take any steps necessary to assure the Engineer that the water table is below the bottom of the manhole throughout the test.

**604.031 Drainage Structures Abandoned or Removed**

The existing castings on manholes and/or catch basins to be abandoned or removed shall be carefully removed, cleaned and delivered to the City stockyard as directed. This work shall be incidental to the contract. All such castings shall become the property of the City.

Inlet stones for catch basins to be abandoned or removed shall be carefully removed, cleaned and delivered to the City Stockyard as directed and shall be considered incidental to the contract.

The inlets and outlets of structures to be abandoned shall be plugged with bricks and mortar. The upper portions of the masonry shall be removed to a depth of four feet below the finished grade, and the structures shall be completely filled with selected excavated material placed in six inch layers and thoroughly compacted. Prior to backfilling, the sump shall be pumped and cleared of all water and foreign materials.

The existing masonry of structures to be removed shall be completely removed. The inlets and outlets shall be fully plugged with bricks and mortar. The cavity shall be completely filled with selected excavated materials placed in 6 inch layers and thoroughly compacted.

**604.032 Remove Existing Drainage Structures and Replace with New Drainage Structures**

The existing castings on manholes and/or catch basins to be removed and replaced shall be carefully removed, cleaned and delivered to a City stockyard as directed. This work shall be incidental to the contract. All such castings shall become the property of the City. Existing inlet stones for catch basins to be replaced shall be carefully removed, cleaned, and delivered to a City Stockyard as directed and shall be incidental to the cost of said item.

**604.04 Altering, Adjusting, and Replacing Catch Basins and Manholes**

Replace existing manhole frame and cover shall include removal of existing frame and cover, reconstructing riser brick and furnishing and installing a new frame and cover that meets the City's specifications.

Alter existing manhole and catch basin shall include making alterations as indicated on the plans or as required by field conditions. Alterations may include (as applicable) adjustments to manhole invert channel caused by new pipe connections, waterproofing, installation of new steps, replacement of inlet stone, replacement of frame and/or grate, replacement of outlet trap.

Adjust existing structure to grade shall include adjusting a catch basin frame and grate or manhole frame and cover to grade. Adjusting manholes and catch basins to grade shall include removing and resetting curb inlet stone and terminal curbs (as applicable), removing and resetting frame and cover/grate, and fully reconstructing riser brick to install frame at finish grade.

Core inlet/outlet pipe hole in catch basin or manhole shall include equipment and labor costs to coring a new hole in a catch basin or manhole. Costs for connection boot or mortaring pipe in place are incidental to cost of the pipe.

#### **604.045 Winterization**

The Contractor will have the choice of two methods for winterizing the new catch basin and manhole frames and covers.

- A. The Contractor may elect to leave the frames and covers at grade with the binder pavement during the Winter.
- B. Or, the Contractor may elect to plate the manholes for the winter; however, the contractor shall measure and document location ties to each structure.

In either event, the Contractor maintains responsibility for the frame and cover during with Winter months. In the event of a loose frame and cover, the removal of the pavement ramp, or damage to the frame and cover, it is the Contractors responsibility to respond with replacement of damaged structure or additional pavement material to safeguard the public and structure.

The work to install the frame and cover in the Spring will be considered the completion of the initial manhole installation. No additional payment for winterizing frames and covers will be provided.

In the event of a structure requiring additional winterizing mix after surface is no longer available, QPR mix may be substituted as an alternate material.

#### **604.05 Method of Measurement**

Under this Subsection the following sections shall be amended as follows:

- a. Subsection (a) of the Standard Specifications shall be deleted and the following paragraph shall be included:  
Complete structures. Each drain basin, catch basin and manhole will be measured per each complete.
- b. Subsections (c) and (d) of the Standard Specifications shall be deleted and the following paragraph shall be included:  
All steps, castings or other appurtenances installed as shown on the plans or as required shall not be measured for payment and shall be incidental to the pay items for new structures.
- c. No separate payment will be made for manhole or catch basin removal, in which case the cost of manhole or catch basin removal shall be considered incidental to the cost of the new structure.
- d. Each existing drainage structure to be removed and replaced with a new drainage structure will be considered as one unit, including inlet stone, tipdowns, frame, grate, Casco trap, adjustment to grade, connection of underdrain to basin, and installation of new inlet/outlet.
- e. Method of measurement for structural excavation and subsequent gravel backfill or granular borrow if ordered, shall be bounded by a vertical plane measured 18-inches around the outside diameter of each structure.

#### **604.06 Basis of Payment**

The first paragraph shall be amended by adding the following sentence:

The cost of furnishing and installing steps, installing reinforced steel concrete stubs and other appurtenances shall be considered as incidental to the structure and no separate payment will be made therefore.

The cost for installing a steel plate over top of the structure shall be considered incidental.

The following paragraphs shall be added:

The cost of excavation and backfill of all drain basins, catch basins, manholes, either new, abandoned, or removed and/or replaced shall be included in the cost of the specific work for each type of structure.

The cost of furnishing and installing curb inlet stones shall be incidental to the catch basin structures and no separate payment will be made.

The cost of resetting curb inlet stones and tipdowns shall be considered incidental to the cost of adjusting catch basins to grade and no separate payments will be made. The cost of delivering inlet stones and/or castings to the City stockyard or other approved sites shall be considered as incidental to the contract items involved.

The cost of maintaining flows in existing sewer lines and manholes and any maintenance and cleaning of said sewers that may be required as a result of new manhole installations shall be incidental to the related pay item and no separate payment for this work will be made.

The cost of removal of existing structures shall be incidental to the installation of proposed structures.

Pavement and gravel reconstruction to provide “dish” for catch basins shall be incidental to the catch basin structure and no separate payment will be made. Refer to “Typical Pavement Grading on Slopes for Catch Basins and Inlets” detail for detail of “dish” construction.

The cost of cutting pipe and/or connectors necessary to construct new storm drain and sewer pipe, in addition to the work and materials necessary to connect new or existing pipes to existing pipes, catch basins, or manholes, shall be incidental to the appropriate pay item. Changes to flow lines, profile grades, and pipe inverts of one foot or less shall also be incidental to the appropriate pay items.

The cost of winterizing frames and covers is incidental to pay items in this section.

Connection of existing pipes to proposed structures, including all necessary excavation, fittings and backfill shall be considered incidental to the respective structure and no separate payment shall be made.

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
604.15      4' Diameter Manhole	Each

**SUPPLEMENTAL SPECIFICATIONS  
SECTION 608 - SIDEWALKS & DRIVEWAYS**

The provisions of Section 608 of the Standard Specifications shall apply with the following additions and modifications:

**608.01 Description**

This work shall consist of the construction of brick sidewalks on bituminous concrete base, reinforced concrete sidewalks, and the construction of asphalt or Portland cement concrete driveways on a crushed gravel base, in accordance with these specifications and in reasonably close conformity with the lines and grades and shown on the plans. Limits of the work where new brick, bituminous asphalt, or Portland Cement Concrete pavement will match existing shall be cleanly saw cut prior to demolition operations.

This work shall include the construction of sidewalk ramps at locations as shown on the plans and shall be in accordance with the sidewalk pedestrian ramp typical details and with the current Americans with Disabilities Act requirements.

**608.02 Materials**

Materials shall meet the requirements specified in the following sections.

**608.03 Portland Cement Concrete Sidewalk and Driveway**

**Materials**

Materials shall conform to the requirements of the various subsections of the specifications listed below:

Portland Cement Concrete:	Shall conform to the requirements of Section 502 of the Standard Specifications for Structural Concrete, Class "A"
Preformed Expansion Joint Filler:	Shall conform to the requirements of subsection 705.01 of the Standard Specifications.
Welded Steel Wire Fabric:	Shall be 6" x 6" mesh with No. 10 wire and shall conform to the requirements of AASHTO designation M55, Welded Steel Wire Fabric for Concrete Reinforcement. All welded steel wire fabric shall comply with the American Iron and Steel (AIS) Requirements.

**Construction Methods**

- a. Subgrade: The subgrade shall be shaped parallel to the proposed surface of the walks and drives and shall be thoroughly compacted. All depressions occurring shall be filled with suitable material and again compacted until the surface is smooth and hard.
- b. Foundation: After the subgrade has been prepared, the base shall be constructed as shown on the Site Details Sheet.
- c. Forms: Side and transverse forms shall be smooth, free from warp, of sufficient strength to resist springing out of shape, and of a depth to conform to the thickness of the proposed walks and drives.
- d. Reinforcing: Welded wire fabric shall be placed 2 inches above the crushed gravel, and 2 inches from all finished edges, expansion joints and curbs. All fabric joints shall be overlapped a minimum of 1 foot and be properly tied.

- e. Placing Concrete: The foundation shall be thoroughly moistened immediately prior to the placing of the concrete. The proportioning, mixing and placing of the concrete shall be in accordance with the requirements of Section 502 - Structural Concrete.
- f. Finishing: The surface shall be finished to produce a broomlike pattern. No plastering of the surface with mortar will be permitted. The finish shall result in a surface of uniform texture and uniform color. All outside edges of the slab and all joints shall be rounded with a 1/4" radius edging tool.
- g. Joints: Slabs shall be placed alternately in lengths not to exceed 30 feet or as directed and shall be separated by an expansion joint of preformed expansion filler 1/2 inch in thickness.
- h. The sidewalk surface shall be scored into block units of not more than 40 square feet as directed. The depth of the scoring shall be at least one quarter of the thickness of the slabs.
- i. When a concrete sidewalk is constructed adjacent to a building, retaining wall or other fixed structure, a 1/4-inch-thick preformed joint filler shall be used between the slab and the structure.
- j. Curing: Concrete shall be cured for at least 72 hours. Curing shall be by means of Thompson's Water Seal as manufactured by E. A. Thompson Co., Inc. of Memphis, Tennessee, boiled linseed oil, white pigmented curing compound, or by other approved methods. During the curing period, all traffic, both pedestrian and vehicular, shall be excluded. Vehicular traffic shall be excluded for such additional time as field conditions may require.
- k. Restoring Disturbed Sidewalks: The Contractor shall restore all cement concrete sidewalks disturbed by construction operations to the conditions that existed prior to construction. The thickness of the slab shall be equal to or greater than the existing. Welded steel wire fabric shall be required for all sections greater than three feet (3') in length or width.
- l. A 12" bituminous strip shall be placed at the gutter line on all concrete driveways as a transition between driveway and street.

#### **608.04 Hot Bituminous Sidewalk and Driveway**

##### Materials

Material for bituminous concrete base courses and surface courses for sidewalks and driveways shall conform to the requirements of Section 403 of the Standard Specifications for Hot Bituminous Pavement, Grading "B" and Grading "C" respectively. Crushed gravel base shall conform to the requirements of Section 304 of these specifications for Aggregate Base Course - Crushed, Type "B".

##### Construction Methods

Excavation: Excavation shall be made to the required depth and width. The foundation shall be shaped and compacted to a firm even surface conforming to the section shown on the plans and typical details. All soft and yielding material shall be removed at the direction of the City and replaced with acceptable material.

Sidewalk Construction: Sidewalks shall be constructed as shown on the Site Details Sheet.

Driveway Construction: Driveways shall be constructed as shown on the Site Details Sheet.

Placing Bituminous Material: Bituminous material shall be placed on the compacted base course in two courses, one base and one surface, so as to give the required depth when rolled. Compaction shall be accomplished by means of a power roller having a minimum total weight of 2,000 pounds with a minimum of 65 pounds per inch of width of the drive roll or by satisfactory power vibratory

compaction equipment. In areas inaccessible to other equipment, hand tamping will be permitted. In any case the bituminous material shall be uniformly compacted.

#### **608.41 Brick Sidewalk and Driveways**

##### Materials

Materials shall conform to the requirements of the various subsections of the specifications listed below:

New Brick: Conform to the various subsections of the specifications listed below.

Brick - Brick shall conform to requirements of ASTM Standard Specifications for Building Brick (made of clay or shale) Designation C62-66 for Grade SW with the following modifications:

- a. The absorption limits shall be from 8 to 12 per cent for the average of 5 bricks.
- b. The compressive strength shall not be less than 8000 pounds per square inch (psi).
- c. The modulus of rupture shall not be less than 1000 pounds per square inch (psi).
- d. The bricks shall be No. 1, wire cut type for paving.

Bricks shall be of standard size (2-1/4" x 3-3/4" x 8") with permissible variations not to exceed 1/16" in depth, 1/8" in width or 1/4" in length.

Bricks shall be as manufactured by the Pine Hall Brick Co. of Madison, North Carolina or an approved equal. Prior to ordering the brick, samples shall be submitted in whole straps to show color range.

All base courses and joints shall conform to the applicable subsections of Division 700 of the Standard Specifications.

##### Construction Methods

- a. Subgrade: The subgrade for the sidewalks and driveways shall be shaped parallel to the proposed surface of the walks and drives and shall be thoroughly compacted. All depressions occurring shall be filled with a suitable material and again compacted until the surface is smooth and hard.
- b. Foundation: After the subgrade has been prepared, a foundation of crushed gravel shall be placed upon it. After being thoroughly compacted, the foundation shall have a thickness as shown on the plans and typical details and shall be parallel to the proposed surface of the work.
- c. Bituminous Base: A layer of hot bituminous pavement grading "B" shall be spread upon the properly prepared crushed gravel. After being thoroughly compacted, the bituminous base Sand-Cement Base: A layer of sand-cement base course material one (1") inch in thickness shall be spread upon the properly prepared bituminous base course. The course shall be thoroughly compacted and present a hard smooth surface parallel to the proposed finished slope and grade of the walks and drives. The ratio shall be six (6) parts of washed mortar sand to one (1) part Portland Cement.
- d. Brick Placement: After the sand base course has been properly prepared, the brick shall be placed in the pattern shown on the plans and typical details. The brick shall be placed as closely together as possible and the sand joints between the brick shall be no wider than that allowed by the natural texture of the brick itself. **NO OPEN JOINTS WILL BE ALLOWED.** Brick shall be saw cut to fit spaces requiring less than a whole brick. No cut brick shall be less than two (2") inches in length. A journeyman brick mason shall supervise all brick placement.

After the bricks are carefully set upon the properly prepared sand-cement base, a plank or heavy sheet of plywood covering several course of brick shall be placed upon the bricks and

carefully rammed with a heavy hammer until the bricks reach a firm, unyielding bed and present a surface of the proper slope and grade. Any divergence from line and grade shall be corrected by taking up and relaying the bricks. After the ramming of the bricks, a sufficient amount of sand-cement shall be spread over the surface and thoroughly swept or raked so as to fill the joints. All surplus sand-cement remaining on the sidewalk and driveway after the joints have been properly filled, shall be carefully removed by sweeping. Care shall be taken to avoid raking out the joints during removal of excess sand-cement. A final application of sand only shall be spread on the sidewalk. The application of sand shall then be removed by sweeping while the aforementioned precautions are being exercised.

A 12" wide bituminous strip shall be placed at the gutter line and at the back edge of the brick driveway as a transition between the brick and adjoining surfaces.

- e. course shall have a minimum thickness of two (2") inches and shall be parallel to the proposed finish grade.

**608.05 Method of Measurement**

Portland cement concrete sidewalks, brick sidewalks and driveways will be measured by the square yard of finished surface, complete in place.

**608.06 Basis of Payment**

The accepted quantities of reinforced concrete sidewalk and driveway and brick sidewalk and driveway with bituminous base will be paid for at the contract unit price bid per square yard complete in place. This price shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work. This price shall include the cost of excavation including removal of existing sidewalk and driveway, and all labor, gravel base and other materials and equipment necessary to satisfactorily complete the work. The bituminous strip at back edge of driveway shall be incidental to brick driveway.

Payment for new hot bituminous pavement for driveways will be paid for under Section 403, Pay Items 403.208.

<b><u>Pay Item</u></b>	Payment will be made under:	<b><u>Pay Unit</u></b>
608.08	Reinforced Concrete Sidewalk	Square Yard
608.15	Brick Sidewalk with Bit. Base	Square Yard
608.16	Brick Driveway Aprons with Bit. Base	Square Yard

**SUPPLEMENTAL SPECIFICATION  
SECTION 609 - CURB**

The provisions of Section 609 of the Standard Specifications shall apply with the following additions and modifications:

**609.01 Description**

This work shall include all (5") straight and circular Vertical Curb Type 1 to be set including new terminal (tipdown) curb and sidewalk ramp curb; locations are shown on the plans. Material shall be in accordance with Section 712.04 except that drill holes through the curb will not be allowed.

**609.03 Vertical Stone Curb, Terminal Section and Transition Sections**

All joints of the curb shall have a four inch (4") by eight and one half inch (8-1/2") pad on the back side. The pad shall be filter fabric such as that used for underdrain or for roadway stabilization. The pad shall be placed in full contact with the curb from a half inch (1/2") below top of curb to two inches (2") below gutter grade and backfilled to hold in place.

**609.081 Removing and Stacking Vertical Curbing, Terminal Curbing, Transition Sections, Curb Inlets, and Curb Corners (Type 1)**

The Contractor shall be responsible for the removal without damage, cleaning and stacking at a City designated location, all straight and curved curbing, terminal sections and curb corners which are designated to be replaced with new curb and shall be incidental to Item 609.11. Removal of curbing so designated shall be in accordance with the requirements of Subsection 609.08.

Removing and stacking curb or edging shall include all labor, equipment, tools and materials for excavating, removing, cleaning, backfilling, handling, stacking and any incidental work necessary.

**609.09 Method of Measurement**

Removing, stacking and resetting of existing curb will be measured by the linear foot.

**609.10 Basis of Payment**

The accepted quantity for curb will be paid for at the contract unit price, complete in place. This price includes the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment will be made under:

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
609.38      Remove & Reset Curb	Linear Foot

**SUPPLEMENTAL SPECIFICATION  
SECTION 615 - LOAM**

The provisions of Section 615 of the Standard Specifications shall apply with the following additions and modifications:

**615.01 Description**

Provide and furnish all labor, materials and equipment required or inferred from the Contract Drawings and Specifications to complete the Work of this Section.

**615.02 Method of Measurement**

Loam will be measured by lump sum complete in place after furnishing to the required depths as shown on the plans or directed.

**615.03 Quality of Loam**

Topsoil shall be fertile, friable natural loam of the following types: sandy loam, clay loam, loam, silt loam, sandy clay loam, or other soil approved by the Landscape Architect. It shall not have a mixture of subsoil and contain no slag, cinders, stones, sticks, roots, trash or other extraneous material larger than 1" in diameter or length. Topsoil must also be free of noxious weeds. All topsoil shall be tested by a recognized laboratory for pH, soluble salts and organic matter. A pH of 4.5 to 7.5 is required. Topsoil shall not contain soluble salts higher than 500 parts per million and shall not contain more than 20 percent organic matter or less than 3 percent organic matter. Phosphorus, nitrogen and potassium shall be in the medium to medium-high range according to standard soil test results.

In plant beds containing herbaceous perennials, and in tree pits, planting soil comprising topsoil/loam (as specified above) and soil amendments shall be used.

Planting Soil in tree pits shall be composed of the following (mix component % by moist volume)

1. 45-50% topsoil/loam (as specified), unscreened
2. 40-45% coarse sand
3. 10% compost

Final tested organic matter shall be between 2.75% and 4% (dry weight).

Mix the Coarse Sand and Compost together first and then add to the Topsoil. Mix with a loader bucket to loosely incorporate the Topsoil into the Coarse Sand/Compost Mix. Do not over-mix. Do not mix with a soil blending machine. Do not screen the soil. Clumps of Soil, Compost and Coarse Sand will be permitted in the overall Mix. At the time of final grading, add fertilizer and/or lime if required to the Planting Soil at rates recommended by the testing results for the plants to be grown.

Planting Soil Mix for Perennial Plantings shall be composed of the following: (mix component % by moist volume)

1. 40% topsoil/loam (as specified), unscreened
2. 25% humus
3. 15% pine bark mulch (finger nail sized chips, 1/4 inch max.)
4. 10% "Nature's Helper"

- 5. 5% sterilized composted cow manure
- 6. 5% sand (angular builders sand) decrease amount if topsoil has a high percentage of sand.
- 7. Lime at a rate of 5 pounds per 50 square feet of bed area (adjust for alkaline soils).

Humus shall be omitted from planting soil mixes if topsoil used has an organic content of 40 percent or greater as determined by the topsoil test report.

**615.04 Basis of Payment**

The accepted quantities of loam will be paid for at the contract unit price lump sum complete in place.

Payment will be made under:		
<u>Pay Item</u>		<u>Pay Unit</u>
615.071	Loam, Seed & Mulch - 4" Loam Depth, All Seeded Areas)	Lump Sum

**SUPPLEMENTAL SPECIFICATION  
SECTION 627 - PAVEMENT MARKINGS**

The provisions of Section 627 of the Standard Specifications shall apply with the following additions or modifications:

**627.01 Description**

The Contractor shall take inventory of all existing pavement markings prior to beginning any work. Contractor shall coordinate with the City’s Traffic Section for layout of final pavement markings.

The Contractor shall be responsible for temporary markings after milling and shimming or as directed. Temporary pavement markings shall be considered incidental to this contract.

**627.09 Method of Measurement**

Double yellow centerline, broken or solid, will be considered one line for measurement purposes. The measurement of broken lines will include the gaps when painted and will not include the gaps when plastic.

**627.10 Basis of Payment**

This will be full compensation for all labor, materials, tools, and equipment necessary to complete the work described herein, and all else incidental thereto for which payment is not provided under other items. No payment will be made for provision of pavement markings as a result of damage or removal by the Contractor’s operations.

Payment will be made under:

<b><u>Pay Item</u></b>		<b><u>Pay Unit</u></b>
627.713	White or Yellow 4” Pavement Marking Line	Linear Foot
627.75	White or Yellow Pavement & Curb Marking	Square Foot

**SUPPLEMENTAL SPECIFICATION  
SECTION 629 – HAND LABOR**

The provisions of Section 629 of the Standard Specifications shall apply with the following additions and modifications:

**629.04 Basis of Payment**

The accepted quantities of labor will be paid at the contract unit price per hour.

<b><u>Pay Item</u></b>	Payment will be made under:	<b><u>Pay Unit</u></b>
629.05	Hand Labor, Straight Time	Hour
629.06	Mason, Straight Time	Hour

**SUPPLEMENTAL SPECIFICATION  
SECTION 631 – EQUIPMENT RENTAL**

The provisions of Section 631 of the Standard Specifications shall apply with the following additions and modifications:

**629.04 Basis of Payment**

The accepted quantities of labor will be paid at the contract unit price per hour.

<b><u>Pay Item</u></b>	Payment will be made under:	<b><u>Pay Unit</u></b>
631.12	All Purpose Excavator (Including Operator)	Hour
631.171	Truck – Small (including operator)	Hour
631.22	Front End Loader (including operator)	Hour
631.36	Foreman, Straight Time	Hour

**SUPPLEMENTAL SPECIFICATION**  
**SECTION 632 - WYES OR TEES FOR SEWER AND STORM DRAIN CONNECTIONS**

**632.01 Description**

This work shall consist of the furnishing and satisfactory connection of all Wye/Inserta-Tee Pipe Sections to the main sewer and storm drain. A wye shall be used for all new sewer pipe connections. If a wye is installed for a future house connection, the wye shall be closed with an approved stopper (incidental to the wye) in accordance with the manufacturer's specifications. If a wye is installed for reconnection to an existing lateral, sufficient new lateral pipe shall be installed to make a clean reconnection as shown on the "Typical House Lateral Reconnection Detail". The Contractor shall be responsible for locating and reconnecting existing laterals to the new storm drain.

This work shall include the connection of storm drain leads from catch basins to the mainline storm drain as shown on the drawings. A pre-fabricated tee connection shall be used and installed in accordance with manufacturer specifications. Connection of catch basin/storm drain lateral leads to storm drain larger than 18-inch diameter may be performed with the use of a coring machine and suitable connection device, approved by the Department of Public Works. The connecting pipe shall be at least half the size of the main line pipe in order to use a coring tee-type connection. All cores into mainline storm drain and subsequent installation of tee connection shall be approved and witnessed by the Inspector.

**632.02 Method of Measurement**

Wye pipe and Inserta-Tee connections will be measured by each connection complete in place.

Cleanouts will be measured per each complete in place.

**632.03 Basis of Payment**

The accepted quantities of Wye pipe connections will be paid for at the contract unit price per each. The price bid for Wye pipe sections shall be full compensation for furnishing, laying, and jointing the house laterals to the main sewers. The price bid for Wye pipe sections involving large diameter pipe shall be full compensation for furnishing, core drilling and joining laterals to main line. Payment for trench excavation, with the exception of structural rock excavation, will be included in this item. Pipe bedding materials, backfilling and backfilling materials shall also be included in this item for payment.

The accepted quantities of Inserta-Tee connections will be paid for at the contract unit price per each. The price bid for Inserta-Tee connections shall be full compensation for furnishing, laying, and jointing the catch basin laterals to the main storm drain. The price bid for Inserta-Tee connections involving large diameter storm drain shall be full compensation for furnishing, core drilling and joining storm drain laterals to main storm drain. Payment for trench excavation, with the exception of structural rock excavation, will be included in this item. Pipe bedding materials, backfilling and backfilling materials shall also be included in this item for payment.

The cost of locating/warning tape including installation shall be considered incidental to the appropriate lateral.

The accepted quantities of cleanouts will be paid for at the contract unit price per each. The price bid for cleanouts shall be full compensation for furnishing, excavation, laying, connection to underdrain, backfilling and all labor, materials, and any equipment necessary to satisfactorily complete the work.

Payment for the new lateral pipe at each connection will be paid for under Section 633, Pay Item 633.05.

<u>Pay Item</u>	Payment will be made under:	<u>Pay Unit</u>
632.04	4" and 6" WYE Connection	Each
632.05	8" and 10" WYE Connection	Each

**SUPPLEMENTAL SPECIFICATION  
SECTION 633 - HOUSE LATERALS**

The provisions of Section 633 of the Standard Specifications shall apply with the following additions or modifications:

**633.01 Description**

This work shall consist of the satisfactory connection of all proposed laterals to the new sewer as shown in the contract drawings and reconnection of all existing laterals to the new sewer. All connections shall be made in conformance with the Plumbing Code of the City of Portland and the Maine State Plumbing Code. The Contractor shall be responsible for locating and reconnecting existing sewer laterals to new sewer. The Contractor shall install locating/warning tape over the centerline of all sanitary and storm sewer laterals as required by City ordinance. Both a green warning tape and a number 10 or 12 gauge single strand coated wire shall be installed at a maximum of 24 inches below finish surface grade for the entire length of the pipe. Magnetic warning tape may be used in place of the separate warning tape and wire. The Contractor shall complete the Storm and Sanitary Sewer Service Lateral Location Record Form included in this document.

**633.02 Method of Measurement**

House laterals will be measured by the linear foot complete in place.

**633.03 Basis of Payment**

The accepted quantity of house laterals will be paid for at the contract unit price per linear foot of pipe installed, complete in place. The amount bid for each lateral shall be full compensation for furnishing all labor, equipment, tools, adaptors, reducers, and materials necessary to satisfactorily connect all laterals.

The cost of locating/warning tape including installation shall be considered incidental to the appropriate lateral.

Payment for trench excavation, with the exception of structural rock excavation, will be included in this item. Pipe bedding materials, backfilling and backfilling materials shall also be included in this item for payment.

	Payment will be made under:	
<u>Pay Item</u>		<u>Pay Unit</u>
633.04	Four and Six Inch Diameter Sewer Laterals	Linear Foot

**SUPPLEMENTAL SPECIFICATION  
SECTION 637 – DUST CONTROL**

The provisions of Section 637 of the Standard Specifications shall apply with the following additions or modifications:

**637.01 Description:**

This work shall consist of applying water and calcium chloride to control dust resulting from traffic and Contractor’s operations and sweeping of project area.

**637.06 Basis of Payment:**

Dust control will be paid for at the contract lump sum price. Payment will be full compensation for furnishing and applying water and calcium chloride as required, as well as sweeping of the project area.

**637.05 Method of Measurement**

Water and calcium chloride acceptably applied for the item Dust Control, as well as sweeping of the project area, will be measured for payment as one lump sum.

	Payment will be made under:	
<b><u>Pay Item</u></b>		<b><u>Pay Unit</u></b>
637.071	Dust Control	Lump Sum

**SUPPLEMENTAL SPECIFICATION  
SECTION 652 - MAINTENANCE OF TRAFFIC**

The provisions of Section 652 of the Standard Specifications shall apply with the following additions

**652.3.6 Traffic Control**

**All work areas within the project** - No construction work shall be performed during the following hours, without prior written approval from the City.

- A. From September 1 of any year through May 31 of the following year, no construction work shall be performed between 7:00 p. m. of any day and 7:00 a. m. of the following day.
- B. From June 1 of any year through August 31 of the same year, no construction work shall be performed between 8:00 p. m. of any day and 7:00 a. m. of the following day.
- C. On Saturdays, Sundays, and legal holidays, construction work shall not be performed before 8:00 a. m.

The following general traffic control items shall be incorporated into the traffic control plan for this project:

- Contractor shall maintain access to all driveways within the project limits. Two way traffic shall be maintained at all times in the project area. Two way traffic flow must be maintained on all streets during non-working hours.
- Contractor shall submit a written and graphic Traffic Control Plan to the City for review and approval. The TCP must be approved before any work may be started.

**652.7 Method of Measurement**

**652.8 Basis of Payment**

Preparation of traffic control plans, constructions signage, electronic variable message signs, barrels, cones, barriers, maintenance of traffic control devices, flaggers, and other necessary incidentals to maintain traffic in accordance with the specifications and the MUTCD shall be paid for Lump Sum under item 652.39 Work Zone Traffic Control. Flaggers hours are also included in the lump sum item Work Zone Traffic Control.

	Payment will be made under:	
<b><u>Pay Item</u></b>		<b><u>Pay Unit</u></b>
652.39	Work Zone Traffic Control	Lump Sum

**SUPPLEMENTAL SPECIFICATION  
SECTION 654  
SOIL BACKFILL COMPACTION TESTING**

The provisions of Section 654 of the Standard Specifications shall apply with the following additions and modifications:

**654.01 Description**

This work shall consist of furnishing an approved certified soil testing laboratory, to conduct in-place density tests of backfill materials in the field and all related laboratory tests.

**654.02 General**

Upon completion of the field test, the results shall be made available to the City Inspector on site. Copies of all test results shall be transmitted to the Engineering Department of the City of Portland.

The minimum in-place densities shall meet or exceed the laboratory maximum density as determined by ASTM D 1557 - 78 as follows:

Trench Backfill	Ninety-five percent	(95%)
Aggregate Base Course and Aggregate Subbase Course	Ninety-five percent	(95%)

Frequency: One density test, at top of aggregate base, every 50 linear feet of pipe trench, no less than one test per trench, located within limits of paved roadway.

**654.03 Method of Measurement**

Density tests will be measured by each conducted. If the initial tests do not meet the specifications, the areas shall be retested at no additional cost to the City.

**654.04 Basis of Payment**

The accepted quantities of density tests will be paid for at the contract unit price per each.

<b><u>Pay Item</u></b>	Payment will be made under:	<b><u>Pay Unit</u></b>
654.08	Density Test	Each

**SUPPLEMENTAL SPECIFICATION  
SECTION 656 - TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL**

The provisions of Section 656 of the Standard Specifications shall apply with the following additions and modifications:

**656.01 Description**

Contractor shall provide temporary soil and water pollution control as necessary. Catch basin filter sacks shall be installed in all existing catch basins within the limits of work, and immediately downgradient as determined by the Engineer.

**645.09 Method of Measurement**

Temporary soil erosion and water pollution work for this project will be paid for by Lump Sum.

	Payment will be made under:	
<b><u>Pay Item</u></b>		<b><u>Pay Unit</u></b>
656.75	Temporary Soil Erosion and Water Pollution Control	Lump Sum

**SUPPLEMENTAL SPECIFICATION  
SECTION 700 - MATERIAL DETAILS**

The following are revisions and additions to the Standard Specifications. Provisions contained herein shall be considered to supplement or supersede those portions of the Standard Specifications as they apply to the Contract.

The GENERAL STATEMENT of this Division is hereby revised to read as follows:  
All materials which are to be used in the work for which there is no prescribed testing by the project inspectors or other certified laboratories, the Contractor shall, prior to final acceptance as specified in subsection 105.17(b), submit a Materials Certification Letter similar to:

Company Letterhead

Mr. \_\_\_\_\_ Resident                      Date \_\_\_\_\_  
Address \_\_\_\_\_                              Project No. \_\_\_\_\_  
\_\_\_\_\_    Town \_\_\_\_\_

"This is to certify that the below listed materials, which are incorporated into the above designated project, comply with the pertinent specified material requirements of the contract. Processing, project testing and inspection control of raw materials are in conformity with the applicable drawings and/or standards of all articles furnished. (List only those items used.)

- Castings, Grates, Frames and Traps
- Concrete Blocks, Bricks, Precast Sections, Appurtenant Structures
- Culverts, Underdrain, Sanitary Sewer Pipe and Storm Drain Pipe
- Regulatory Signs and Posts

All records and documents pertinent to this letter and not submitted herewith shall be maintained available by the undersigned for a period of not less than three years from the date of completion of the project.

The Materials Certification letter shall be signed by a person having legal authority to bind the Contractor.

Materials for which the above Certificate is acceptable may be subject to random sampling and testing by the City. Certified materials which fail to meet specification requirements may not be accepted.

**SUPPLEMENTAL SPECIFICATION  
SECTION 703 -AGGREGATES**

The provisions of Section 703 of the Standard Specifications shall apply with the following additions and modifications:

**703.02 Coarse Aggregate for Concrete**

Designated Aggregate Size

Sieve Size	Percent Passing Sieve				
	2 in.	1½ in.	1 in.	¾ in.	½ in.
2 in.	95-100	100	-	-	-
1-1/2 in.	-	95-100	100	-	-
1 in.	50-70	-	90-100	100	-
3/4 in.	-	50-70	-	90-100	100
1/2 in.	15-30	-	25-60	-	90-100
3/8 in.	-	10-30	-	20-55	-
No. 4	0-5	0-5	0-10	0-10	0-15
F.M. (+0.20)	7.45	7.20	6.95	6.70	6.10

Aggregate used in concrete shall not exceed the following maximum designated sizes:

- a. 2 inches for mass concrete
- b. 1-1/2 inch for piles, pile caps, footings, foundation mats, and walls 8 inches or more thick
- c. 3/4 inch for slabs, beams, and girders.
- d. 1/2 inch for fireproofing on steel columns and beams
- e. 1 inch for all other concrete

**703.06 (a) Aggregate Base**

Aggregate base - crushed, type "B" shall not contain particles of rock which will not pass the two inch square mesh sieve, and shall conform to the type "B" aggregate, as listed in the subsection of the Standard Specifications.

"Crushed" shall be defined as consisting of rock particles with at least 50 percent of the portion retained on the 1/4 inch square mesh sieve, having a minimum of 2 fracture faces.

**703.06 (b) Aggregate Subbase**

Gravel subbase shall not contain particles of rock which will not pass the three inch square mesh sieve, and shall conform to type "D" Aggregate, as listed in this subsection of the Standard Specifications.

Gravel subbase shall not contain particles of rock which will not pass the three inch (3") square mesh sieve, and shall conform to type "D" Aggregate, as listed in this subsection of the Standard Specifications.

Sieve Size	Aggregate Type		
	Type B	Type D	Type F
3"	--	100	--
2"	100	--	--
1"	--	--	100
1/2"	35-75	35-80	--
1/4"	25-60	25-65	60-100
No. 40	0-25	0-30	0-50
No. 200	0-6	0-7	0-7

**703.12 Aggregate for Crushed Stone Dust Surface**

Stone Dust shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
1/2" -----	100
No. 4 -----	90 – 100
No. 10-----	50 – 70
No. 20-----	30 – 50
No. 60-----	20 – 30
No. 200 -----	15 – 25

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
1 – inch-----	95 – 100
1/2 – inch-----	75 – 100
No. 4-----	50 – 100
No. 20-----	15 – 80
No. 50-----	0 – 15
No. 200-----	0 – 5.0

**703.18 Common Borrow**

Common borrow shall not contain any particle of bituminous material.

**703.19 Granular Borrow**

Granular borrow shall contain no particles which will not pass a three inch square mesh sieve.

**703.20 Gravel Borrow**

Gravel borrow shall not contain particles of rock which will not pass three inch square mesh sieve.

**703.22 Underdrain Transition Course**

Granular material for underdrain transition course shall be free from organic matter and shall conform to the following gradations:

**703.30 Crushed Stone for Pipe Bedding and Underdrain Drainage Layer**

"Crushed Stone" shall be defined as rock of uniform quality and shall consist of clean, angular fragments of quarried rock, free from soft disintegrated pieces or other objectionable matter.

Crushed stone used as a bedding material for pipe and underdrain shall be uniformly graded and shall meet the follow gradations:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
3/4 – inch-----	100
3/8 – inch-----	20 – 55
No. 4-----	0 – 10

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

**703.31 Crushed Stone for Excavation Below Grade**

Crushed stone shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
2-1/2 –inch-----	100
2 –inch-----	95 – 100
1-inch-----	0 – 30
¾-inch-----	0 – 5

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

**703.50 Structural Fill**

Structural fill shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
4 – inch-----	100
3 – inch-----	90 – 100
¼ - inch-----	25 – 90
No. 40-----	0 - 30
No. 200-----	0 - 5

The fill shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

**BID #7916**  
**CITY OF PORTLAND, MAINE**  
**DEPARTMENT OF PUBLIC WORKS**  
**LOCUST STREET, MOUNTFORT STREET, AND O'BRION STREET**  
**SEWER REPLACEMENT PROJECT**

Proposal of Gorham Sand & Gravel  
Address 939 Parker Farm Rd., Buxton, Me. 04093 Name

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual, the "Name of Firm or Partnership" in the case of a firm or partnership, or the "Name of Bidder" in the case of a corporation.

TO: Matthew Fitzgerald, Purchasing Manager  
City Hall, Room 103  
389 Congress Street  
Portland, ME 04101

Dear Mr. Fitzgerald:

The undersigned, having carefully examined the site of the work, the Plans, the Standard Specifications, including all current amendments or revisions thereof, the Supplemental Specifications, Special Provisions, Contract Agreement and Contract Bonds contained herein, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the unit prices stated in the following "Schedule of Items" submitted by the undersigned.

This Bid may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

(Fill out prices in ink, in writing and in figures; in case of a discrepancy between prices in writing and prices in figures, the writing shall govern. In case of discrepancy between total of items and total of bid amount stated, total of items shall govern. Use the pages in this document when submitting proposal and submit contract document intact.)

Any pay items with quantities marked with an asterisk (\*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
202.11	SY	REMOVAL OF COBBLES / CONCRETE @ <u>Nineteen Dollars</u>	19	00	2565	00
	135	<u>&amp; no cents</u> Per Square Yard				
202.20	SY	REMOVE EXISTING BITUMINOUS CONCRETE PAVEMENT @ <u>Three Dollars &amp;</u>	3	35 <del>65</del> RAS	6365 <del>6935</del> RAS	00
	1900	<u>Thirty Five cents</u> Per Square Yard RAS				
202.202	SY	MILL EX. PAVEMENT SURFACE @ <u>Eleven Dollars &amp; Fifty cents</u>	11	50	5750	00
	500	Per Square Yard				
203.2	CY	COMMON EXCAVATION @ <u>Twenty eight Dollars &amp;</u>	28	00	3640	00
	130	<u>no cents</u> Per Cubic Yard				
203.28	VF	TEST PIT EXCAVATION <u>Seventy RAS</u> @ <u>One Hundred <del>Twenty</del> Dollars</u>	170 <del>190</del>	RAS 00	3400 <del>3800</del>	RAS 00
	20	<u>&amp; no cents</u> Per Vertical Foot				
206.07*	CY	STRUCTURAL ROCK EXCAVATION @ <u>No Dollars &amp; 1 cent</u>	0	01	0	10
	10	Per Cubic Yard				
304.09	CY	AGGREGATE BASE COURSE - CRUSHED TYPE "B" @ <u>Fifty Nine Dollars &amp;</u>	59	50	9520	00
	160	<u>Fifty cents</u> Per Cubic Yard				

LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
304.10	CY	AGGREGATE SUBBASE COURSE - GRAVEL TYPE "D"	52	<u>00</u>	15,600	<u>00</u>
	300	@ <u>Fifty two Dollars &amp;</u> <u>no cents</u> Per Cubic Yard				
403.207	TON	HOT MIX ASPHALT - GRADING "B" (19.0 MM)	96	80	26,136	<u>00</u>
	270	@ <u>Ninety Six Dollars &amp;</u> <u>Eighty cents</u> Per Ton				
403.208	TON	HOT MIX ASPHALT - GRADING "D" (9.5 MM)	96	<u>80</u>	19,360	<u>00</u>
	200	@ <u>Ninety Six Dollars &amp;</u> <u>Eighty cents</u> Per Ton				
502.56	CY	CONCRETE FILL	220	<u>00</u>	6600	<u>00</u>
	30	@ <u>Two Hundred Twenty Dollars</u> <u>&amp; no cents</u> Per Cubic Yard				
603.131	LF	8" DIAMETER SEWER / STORM PIPE <sup>RAS</sup>	52	<u>50</u>	7875	<u>00</u>
	150	@ <u>Fifty Five Dollars &amp;</u> <u>fifty cents</u> Per Linear Foot	<del>55</del> RAS		<del>8325</del> RAS	
603.149	LF	10" DIAMETER SEWER / STORM PIPE	77	<u>00</u>	36,575	<u>00</u>
	475	@ <u>Seventy seven Dollars</u> <u>&amp; no cents</u> Per Linear Foot				
603.169	LF	15" DIAMETER SEWER PIPE	76	<u>75</u>	19,955	<u>00</u>
	260	@ <u>Seventy <del>Three</del> Six Dollars &amp;</u> <u>seventy five cents</u> Per Linear Foot	<del>79</del> RAS		<del>20,735</del> RAS	

LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
604.15	EA	4' DIAMETER MANHOLE @ <u>Five thousand Seven Hundred Seventy</u> <u>five Dollars &amp; no cents</u> Per Each	5775	00	28875	00
	5					
608.08	SY	REINFORCED CONCRETE SIDEWALK @ <u>One Hundred Sixty Six</u> <u>Dollars &amp; no cents</u> Per Square Yard	166	00	4150	00
	25					
608.15	SY	BRICK SIDEWALK WITH BITUMINOUS BASE @ <u>One Hundred Fifty Three</u> <u>Dollars &amp; no cents</u> Per Square Yard	153	00	9945	00
	65					
608.16	SY	BRICK DRIVEWAY APRONS WITH BIT BASE @ <u>One Hundred Ninety Eight</u> <u>Dollars &amp; no cents</u> Per Square Yard	198	00	3960	00
	20					
609.38	LF	REMOVE AND RESET CURB @ <u>Twenty three Dollars &amp;</u> <u>no cents</u> Per Linear Foot	23	00	2760	00
	120					
615.071	LS	LOAM, SEED & MULCH @ <u>Three Hundred Dollars &amp;</u> <u>no cents</u> Per Lump Sum	300	00	300	00
	1					
627.713	LF	WHITE OR YELLOW PAVEMENT MARKING LINE @ <u>Four Dollars &amp; no cents</u> Per Linear Foot	4	00	200	00
	50					

LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
627.75	SF	WHITE OR YELLOW PAVEMENT & CURB MARKING	10	00	3200	00
	320	@ <u>Ten Dollars &amp; no cents</u> Per Square Foot				
629.05*	HR	HAND LABOR, STRAIGHT TIME	45	00	450	00
	10	@ <u>Forty Five Dollars &amp; no cents</u> Per Hour				
629.06*	HR	MASON, STRAIGHT TIME	50	00	500	00
	10	@ <u>Fifty Dollars &amp; no cents</u> Per Hour				
631.12*	HR	ALL PURPOSE EXCAVATOR (INCLUDING OPERATOR)	175	00	1750	00
	10	@ <u>One Hundred Seventy Five Dollars &amp; no cents</u> Per Hour				
631.171*	HR	TRUCK - SMALL (INCLUDING OPERATOR)	75	00	750	00
	10	@ <u>Seventy Five Dollars &amp; no cents</u> Per Hour				
631.22*	HR	FRONT END LOADER (INCLUDING OPERATOR)	125	00	1250	00
	10	@ <u>One Hundred Twenty Five Dollar &amp; no cents</u> Per Hour				
631.36*	HR	FOREMAN, STRAIGHT TIME	65	00	650	00
	10	@ <u>Sixty five Dollars &amp; no cents</u> Per Hour				

LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
632.04	EA	4" AND 6" WYE CONNECTION @ <u>Three Hundred Two Dollars</u>	302	50	6050	00
	20	& <u>fifty cents</u> Per Each <u>RAS</u>				
632.05	EA	8" AND 10" WYE CONNECTION @ <u>Four Hundred Ninety Two</u>	492	50	3447	50
	7	<u>Dollars &amp; fifty cents</u> Per Each				
633.05	LF	4" AND 6" DIAMETER SEWER LATERAL @ <u>Seventy seven Dollars</u>	77	00	32,725	00
	425	& <u>no cents</u> Per Linear Foot <u>RAS</u>				
637.071	LS	DUST CONTROL @ <u>Three Thousand Four hundred</u>	3400	00	3400	00
	1	<u>Dollars &amp; no cents</u> Per Lump Sum				
652.39	LS	WORK ZONE TRAFFIC CONTROL @ <u>Ten Thousand Five Hundred</u>	10,560	00	10,560	00
	1	<u>Sixty Dollars &amp; no cents</u> Per Lump Sum				
654.08	EA	DENSITY TEST @ <u>Sixty Dollars &amp; no cents</u>	60	00	660	00
	11	Per Each				
656.75	LS	TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL @ <u>Two thousand two hundred</u>	2270	00	2270	00
	1	<u>seventy Dollars &amp; no cents</u> Per Lump Sum				

LOCUST STREET, MOUNTFORT STREET AND O'BRION STREET SEWER REPLACEMENT						
Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
<b>TOTAL AMOUNT OF SEWER BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES</b> <i>Two Hundred Eighty One Thousand One Hundred</i> <del><i>And</i></del> <i>Nineteen</i> Dollars & <i>sixty</i> cents <hr/> <i>Ninety Three</i> (Written)			<i>281,193</i> <sup><i>60</i></sup>			

*RAS*

Locust Street Water Main Replacement - Portland Water District

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-1	395 l.f.	8-inch Ductile Iron Water Main @ <u>Eighty one Dollars &amp;</u> <i>RAS</i> <del>no cents</del> <u>twenty five cents</u> Per Linear Foot	81	25	32,093	75
W-2	1 ea.	8-inch X 6-inch Reducer @ <u>Three Hundred Eighty Dollars</u> & <u>no cents</u> Per Each	380	00	380	00
W-3	1 ea.	8-inch X 8-inch Swivel Tee & 8-inch Gate Valve @ <u>Three Thousand Eight Hundred</u> <u>Dollars &amp; no cents</u> Per Each	3800	00	3800	00
W-4	1 ea	8-inch Insertion Gate Valve @ <u>Six Thousand Nine Hundred</u> <u>Eighty Dollars &amp; no cents</u> Per Each	6980	00	6980	00
W-5	2 ea	8-inch MJ Gate Valve @ <u>One thousand Three Hundred</u> <u>Dollars &amp; no cents</u> Per Each	1300	00	2600	00
W-6	1 ea	1-inch Air Release Valve @ <u>Five Hundred Eighty Five</u> <u>Dollars &amp; no cents</u> Per Each	585	00	585	00
W-7	1 ea	6-inch Fire Service (tee, valve, pipe, sleeve) - Shortside @ <u>Two thousand Five Hundred</u> <u>Fifty Dollars &amp; no cents</u> Per Each	2550	00	2550	00
W-8	1 ea	1-1/2-inch Copper Service - Longside @ <u>Two thousand Six Hundred</u> <u>Forty Dollars &amp; no cents</u> Per Each	2640	00	2640	00
Amount Carried Forward						

Locust Street Water Main Replacement - Portland Water District

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-9	1 ea	1-inch Copper Service - Longside @ <u>Two Thousand One Hundred</u> <u>Dollars &amp; no cents</u> Per Each	2100	<u>00</u>	2100	<u>00</u>
W-10	100 c.y.	Gravel Borrow @ <u>Thirty Dollars &amp; no cents</u> Per Cubic Yard	30	<u>00</u>	3000	<u>00</u>
W-11	100 c.y.	Unsuitable Material Excavated Below Grade @ <u>Thirty Five Dollars &amp; no</u> <u>cents</u> Per Cubic Yard	35	<u>00</u>	3500	<u>00</u>
W-12	100 c.y.	Rock Excavation @ <u>No Dollars &amp; one cent</u> Per Cubic Yard	0	<u>01</u>	1	<u>00</u>
W-13	40 hr.	Uniformed Police Officer @ <u>One Hundred Five Dollars</u> <u>&amp; no cents</u> Per Hour	105	<u>00</u>	4200	<u>00</u>
W-14	200 hr.	Flagger @ <u>Twenty Six Dollars &amp;</u> <u>no cents</u> Per Hour	26	<u>00</u>	5200	<u>00</u>
W-15	10 hr.	Foreman @ <u>Sixty Five Dollars &amp;</u> <u>no cents</u> Per Hour	65	<u>00</u>	650	<u>00</u>
W-16	10 hr	Laborer @ <u>Forty Five Dollars &amp;</u> <u>no cents</u> Per Hour	45	<u>00</u>	450	<u>00</u>
Amount Carried Forward						

Locust Street Water Main Replacement - Portland Water District

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount		
			Dollars	Cents	Dollars	Cents	
W-17	10 hr.	Excavator w/Operator @ <u>One Hundred Seventy Five</u> <u>Dollars &amp; no cents</u> Per Hour	175	<u>00</u>	1750	<u>00</u>	
W-18	10 hr.	Loader w/Operator @ <u>One Hundred Twenty Five</u> <u>Dollars &amp; no cents</u> Per Hour	125	<u>00</u>	1250	<u>00</u>	
W-19	10 hr.	Dump Truck w/Driver @ <u>Seventy Five Dollars &amp;</u> <u>no cents</u> Per Hour	75	<u>00</u>	750	<u>00</u>	
<b>TOTAL AMOUNT WRITTEN IN NUMBERS</b>						74,479	<u>75</u>

BASE BID FORM	
Total of Sewer Bid Written in Numbers	\$ 281,193 <sup>60</sup> <u>        </u>
Total of Water Main Bid Written in Numbers	\$ 74,479 <sup>75</sup> <u>        </u>
<b>Total of Sewer and Water Main Bids (Base Bid &amp; Basis of Award)</b>	<b>\$ 355,673 <sup>35</sup> <u>        </u></b>

Any pay items with quantities marked with an asterisk (\*) on the bid sheets are not anticipated at time of bid and therefore are indeterminate. These items are part of the Contract Proposal and will also be used should any extra work be necessary. Actual quantities will be measured in the field or calculated from the contract drawings. The unit bid prices will be used to calculate payment amounts regardless of final quantities.

The undersigned also agrees as follows:

FIRST: To do any extra work, not covered by the above schedule of items, which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the State of Maine Department of Transportation Standard Specifications, November 2014, including all current additions or modifications thereof.

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as to complete it by **November 19, 2016**, or within the time limits given in the Special Provisions.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the proposals made, or reject all proposals made, within sixty (60) calendar days after the date of opening of the proposals.

The undersigned as Bidder, declares that the only persons or parties interested in this Proposal are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

"The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this proposal or in any portion of the profits which may be derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers,

employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known."

Respectfully submitted this 13<sup>th</sup> day of July, 2016

Acknowledgement of Receipt of Addenda:

Addendum No.	Addendum Date
<u>#1</u>	<u>July 5, 2016</u>

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

Social Security Number \_\_\_\_\_

(Signatures for a Firm, Partnership or Corporation on next page.)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_ SS No. or Tax I.D. Number \_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

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

IF A CORPORATION, SIGN HERE

Name of Bidder Gorham Sand & Gravel

Authorized Signature [Signature] (Name) President (Title)

Business Address 939 Parker Farm Rd. Buxton Me 04093

Telephone Number (207) 839-2442 Fax Number (207) 839-5445

Email Address vstclair@gsgravel.com SS No. or Tax I.D. Number 01-0422076

Incorporated under the Laws of the State of Maine

Names and Addresses of Officers of the Corporation:

President THOMAS P. SHAW

Secretary MARK CURTIS

Treasurer V.P. JAMES W. SHAW ss

Before me, personally appeared THOMAS P. SHAW and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: 7/13/16

[Signature]  
Notary Public - Signature and Seal

**Mark Curtis**  
**NOTARY PUBLIC**  
State of Maine  
My Commission Expires 1/06/2021

CITY OF PORTLAND, MAINE  
Locust Street, Mountfort Street, O'Brion Street  
Sewer Replacement  
Bid #7916

Current Date: July 5, 2016

The attention of firms submitting proposals for the work named in the above Invitation is called to the following modifications to the documents as were issued.

The items set forth herein, whether of clarification, omission, addition and/or substitution, shall be included and form a part of the Contractor's submitted material and the corresponding Contract when executed. No claim for additional compensation, due to lack of knowledge of the contents of this Addendum will be considered.

\*\*\*\*\*

ALL BIDDERS ARE ADVISED THAT RECEIPT OF THIS NOTICE MUST BE DULY ACKNOWLEDGED ON THE BID PROPOSAL FORM OR BY THE INSERTION OF THIS SHEET, SIGNED, AND SUBMITTED WITH YOUR PROPOSAL.

\*\*\*\*\*

MATTHEW F. FITZGERALD  
PURCHASING MANAGER

NOTE: Questions and Answers are offered on the attached pages.

Receipt of Addendum No. 1 to the City of Portland's Bid #7916: Locust Street, Mountfort Street, O'Brion Street Sewer Replacement is hereby acknowledged.

COMPANY: Gorham Sand & Gravel

NAME: Robert St. Clair

SIGNED BY: Robert St. Clair DATE: 7/12/16

PRINT NAME & TITLE: Robert St. Clair Estimator

ADDRESS: 939 Parker Farm Rd  
Buxton, Me. 04093

Zip Code

# GORHAM SAND & GRAVEL, INC.

## CERTIFICATE OF BIDDING AUTHORITY

**Shareholders Resolution Granting 2016 Bidding Authority adopted on January 1, 2016 by unanimous consent of the shareholders of Gorham Sand & Gravel, Inc.**

RESOLVED, that the Corporation hereby authorizes its President and/or its Vice President, or both or either of them, independently or in cooperation with one another, to prepare, sign and submit any and all construction project bids for public or private construction projects for the calendar year 2016 on behalf of the corporation. FURTHER RESOLVED, that the Corporation's President and/or its Vice President, or both or either of them, independently or in cooperation with one another, are fully authorized to determine which projects to bid upon, and to prepare, sign and submit specific bids for any and all construction bids for public or private construction projects for the calendar year 2016 on behalf of the corporation. FURTHER RESOLVED, that any and all actions taken by the aforesaid officer or officers in respect of the subject matter of the bid or bids prior to or after the date below have been or will be approved ratified and confirmed by the corporation and its shareholders, and such actions and any bids submitted by said officer or officers shall be binding upon the said corporation. FURTHER RESOLVED, that the recipient of any bid is authorized to rely upon this resolution until receipt by it of written notice of any change. FURTHER RESOLVED, that the articles of incorporation, charter and by-laws of said corporation do not require any consent of the shareholders for the filing or submission of any such construction bid, or for the signing of any construction contract by the President or Vice President, for such bid or contract to be binding upon the Corporation.

The above is a true copy of the records of Gorham Sand & Gravel, Inc., a Maine corporation, which records are in my legal custody.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said corporation this 7/12, 2016.

Gorham Sand & Gravel, Inc.



By Mark B. Curtis  
Its Corporate Secretary

State of Maine  
County of Cumberland, ss.

Dated: 7/12, 2016

Then personally appeared the above named **Mark B. Curtis**, Secretary of said corporation, and made oath that he is the custodian of the corporate records and that the foregoing is a true copy of the portion of the records to which it relates, and that the above is true to his personal knowledge and belief.

My commission expires: \_\_\_\_\_

**John W. Sawyer - Attorney at Law**  
Maine Bar No. 2806

With all powers of a notary public  
per Title 4 MRSA Section 1056  
NO SEAL REQUIRED

(Notary Public / Attorney-at-Law  
John W. Sawyer, Maine Attorney at Law  
Printed Name

ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID PROPOSAL

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

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\_\_\_\_\_ (date)

The above is a true copy of the records of the \_\_\_\_\_ Corporation, which records are in my legal custody.

\_\_\_\_\_  
Officer having custody of the records  
\_\_\_\_\_ ss

Before me appeared, \_\_\_\_\_ of the \_\_\_\_\_ Corporation, and made oath that the above statement is true.

\_\_\_\_\_  
Notary Public - Signature and Seal

NOTICE

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows:  
(In case of Corporation, include and identify President, Treasurer, Manager)

<u>Thomas Shaw</u>	<u>STUART SWANS RD STANDISH, ME</u>
<u>James Shaw</u>	<u>DEWAYN'S WAY GORHAM, ME</u>
<u>Mark Curtis</u>	<u>DOW RD GORHAM, ME</u>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Cross Insurance-Portland 2331 Congress Street  Portland ME 04102		<b>CONTACT NAME:</b> Daniel Donatelli <b>PHONE (A/C, No, Ext):</b> (207) 780-1677 <b>FAX (A/C, No):</b> (207) 780-6377 <b>E-MAIL ADDRESS:</b> ddonatelli@crossagency.com	
<b>INSURED</b> Gorham Sand & Gravel Inc. 939 Parker Farm Rd.  Buxton ME 04093		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A Liberty Mutual Group INSURER B Maine Employers Mutual Ins Co. INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES      CERTIFICATE NUMBER: CL1592551204      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		BKA (16) 56799781	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Limited Worksite Pollution \$ 100,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAA (16) 56799781	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured Underinsured \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000			USO (16) 56799781	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	1810100484	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Locust St., Mountfort St., O'Brion St. Sewer Replacement Bid #7916. City of Portland is named as Additional Insured with respect to General Liability and Auto Liability when required by written contract. The policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which the City of Portland is in fact automatically made an Additional Insured.

<b>CERTIFICATE HOLDER</b>  City of Portland 389 Congress Street Portland, ME 04101	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Daniel Donatelli/BD7

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

**9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

#### **E. MEDICAL PAYMENTS EXTENSION**

If Coverage **C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

**(b)** The expenses are incurred and reported within three years of the date of the accident; and

#### **F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

#### **G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.
3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

#### **K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

#### **L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

#### **M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

#### **N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

#### **O. BODILY INJURY REDEFINED**

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

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SECTION II - LIABILITY COVERAGE is amended as follows:

**1. BROAD FORM INSURED**

SECTION II - LIABILITY COVERAGE, paragraph A.1. - WHO IS AN INSURED is amended to include the following as an insured:

d. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an insured under any other automobile policy; or
- (3) Has exhausted its Limit of Insurance under any other automobile policy.

Paragraph d. (2) of this provision does not apply to a policy written to apply specifically in excess of this policy.

e. Any organization you newly acquire or form, other than a partnership or joint venture, of which you own more than 50 percent of the voting stock. This automatic coverage is afforded only for 180 days from the date of acquisition or formation. However, coverage under this provision does not apply:

- (1) If there is similar insurance or a self-insured retention plan available to that organization;

- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- A. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
- (1) \$50,000; or
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- B. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- C. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
- D. Subject to a maximum of \$750 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- E. This coverage extension does not apply to:
- (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee".

For the purposes of this provision, SECTION V - DEFINITIONS is amended by adding the following:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

#### 7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, paragraph A.2. Towing, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks", we will pay up to \$50 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

#### 8. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a., Coverage Extension of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500

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Exclusion 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto" and physical damage coverages are provided for the covered "auto"; or

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

#### 14. LOAN / LEASE GAP COVERAGE

- A. Paragraph C., LIMIT OF INSURANCE of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss",
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
  - d. Transfer or rollover balances from previous loans or leases,
  - e. Final payment due under a "Balloon Loan",
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto",
  - g. Security deposits not refunded by a lessor,
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
  - i. Any amount representing taxes,
  - j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

#### B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan for which the covered "auto" that incurred the loss serves as collateral, or lease written on the covered "auto" that incurred the loss.

#### C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.



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**20. HIRED AUTO COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph B.7., Policy Period, Coverage Territory, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the insured's responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**SECTION V - DEFINITIONS is amended as follows:**

**21. BODILY INJURY REDEFINED**

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

**COMMON POLICY CONDITIONS**

**22. EXTENDED CANCELLATION CONDITION**

COMMON POLICY CONDITIONS, paragraph A. - CANCELLATION condition applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision does not apply in those states which require more than 60 days prior notice of cancellation.

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### PERFORMANCE BOND

CONTRACTOR (name and address):  
GORHAM SAND & GRAVEL, INC.  
939 Parker Farm Road  
Buxton, ME 04093

SURETY (name and address of principal place of business):  
HARTFORD FIRE INSURANCE COMPANY  
Agency: P.O. Box 511  
Concord, NH 03302-0511

OWNER (name and address):  
CITY OF PORTLAND  
389 Congress Street  
Portland, ME 04101

#### CONSTRUCTION CONTRACT

Effective Date of the Agreement: August 3, 2016

Amount: TWO HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-THREE AND 60/100THS DOLLARS (\$281,193.60)

Description (name and location): LOCUST ST, MOUNTFORT ST AND O'BRION ST SEWER REPLACEMENT PROJECT  
- BID NO. 7916, PORTLAND ME

#### BOND

Bond Number: 04BCSHE6536

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): August 3, 2016

Amount: TWO HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-THREE AND 60/100THS DOLLARS (\$281,193.60)

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

#### CONTRACTOR AS PRINCIPAL

GORHAM SAND & GRAVEL, INC. (seal)

Contractor's Name and Corporate Seal

By: [Signature]  
Signature

James W. Shaw

Print Name

vice president

Title

Attest: [Signature]  
Signature

JERRY STADUSE PROJECT MANAGER  
Title

#### SURETY

HARTFORD FIRE INSURANCE COMPANY (seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature (attach power of attorney)

Christine M. Hosmer

Print Name

Attorney-In-Fact

Title

Attest: [Signature]  
Signature

Mackenzie Bush, Account Manager

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

### PAYMENT BOND

CONTRACTOR (name and address):  
GORHAM SAND & GRAVEL, INC.  
939 Parker Farm Road  
Buxton, ME 04093

SURETY (name and address of principal place of business):  
HARTFORD FIRE INSURANCE COMPANY  
Agency: P.O. Box 511  
Concord, NH 03302-0511

OWNER (name and address):  
CITY OF PORTLAND  
389 Congress Street  
Portland, ME 04101

CONSTRUCTION CONTRACT

Effective Date of the Agreement: August 3, 2016

Amount: TWO HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-THREE AND 60/100THS DOLLARS (\$281,193.60)

Description (name and location): LOCUST ST, MOUNTFORT ST AND O'BRION ST SEWER REPLACEMENT PROJECT -  
BID NO. 7916, PORTLAND ME

BOND

Bond Number: 04BCSHE6536

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): August 3, 2016

Amount: TWO HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-THREE AND 60/100THS DOLLARS (\$281,193.60)

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

GORHAM SAND & GRAVEL, INC. (seal)

Contractor's Name and Corporate Seal

By: [Signature]  
Signature

James W. Shaw

Print Name

vice president

Title

Attest: [Signature]  
Signature

TEARL STRAUSS PROJECT MANAGER  
Title

SURETY

HARTFORD FIRE INSURANCE COMPANY (seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature (attach power of attorney)

Christine M. Hosmer

Print Name

Attorney-In-Fact

Title

Attest: [Signature]  
Signature

Mackenzie Bush, Account Manager

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 Bond T-4  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 04-040492

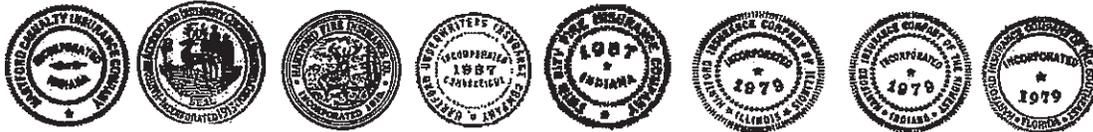
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Matthew R. Blaisdell, Paula J. Cantara, Cary S. Chapin, Daniel E. Church, John M. Harbottle, Christine M. Hosmer, Bruce H. Langley, Gary P. LaPierre, Michael P. O'Brien, Ryan M. Stevens, John P. Timmeny, William Ver Planck, John T. Whiting of CONCORD, New Hampshire

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

## PERFORMANCE BOND

CONTRACTOR (name and address):  
GORHAM SAND & GRAVEL, INC.  
939 Parker Farm Road  
Buxton, ME 04093

SURETY (name and address of principal place of business):  
HARTFORD FIRE INSURANCE COMPANY  
Agency: P.O. Box 511  
Concord, NH 03302-0511

OWNER (name and address):  
CITY OF PORTLAND  
389 Congress Street  
Portland, ME 04101

### CONSTRUCTION CONTRACT

Effective Date of the Agreement: August 3, 2016

Amount: TWO HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-THREE AND 60/100THS DOLLARS (\$281,193.60)

Description (name and location): LOCUST ST, MOUNTFORT ST AND O'BRION ST SEWER REPLACEMENT PROJECT  
- BID NO. 7916, PORTLAND ME

### BOND

Bond Number: 04BCSHE6536

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): August 3, 2016

Amount: TWO HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-THREE AND 60/100THS DOLLARS (\$281,193.60)

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

### CONTRACTOR AS PRINCIPAL

GORHAM SAND & GRAVEL, INC. (seal)

Contractor's Name and Corporate Seal

By: [Signature]  
Signature

James W. Shaw  
Print Name

Vice President  
Title

Attest: [Signature]  
Signature

JERRI STROUSE PROJECT MANAGER  
Title

### SURETY

HARTFORD FIRE INSURANCE COMPANY (seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature (attach power of attorney)

Christine M. Hosmer  
Print Name

Attorney-In-Fact  
Title

Attest: [Signature]  
Signature

Mackenzie Bush, Account Manager  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of

the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within

two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### 14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

### PAYMENT BOND

CONTRACTOR (name and address):  
GORHAM SAND & GRAVEL, INC.  
939 Parker Farm Road  
Buxton, ME 04093

SURETY (name and address of principal place of business):  
HARTFORD FIRE INSURANCE COMPANY  
Agency: P.O. Box 511  
Concord, NH 03302-0511

OWNER (name and address):  
CITY OF PORTLAND  
389 Congress Street  
Portland, ME 04101

#### CONSTRUCTION CONTRACT

Effective Date of the Agreement: August 3, 2016  
Amount: TWO HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-THREE AND 60/100THS DOLLARS (\$281,193.60)  
Description (name and location): LOCUST ST, MOUNTFORT ST AND O'BRION ST SEWER REPLACEMENT PROJECT -  
BID NO. 7916, PORTLAND ME

#### BOND

Bond Number: 04BCSHE6536  
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): August 3, 2016  
Amount: TWO HUNDRED EIGHTY-ONE THOUSAND ONE HUNDRED NINETY-THREE AND 60/100THS DOLLARS (\$281,193.60)  
Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

#### CONTRACTOR AS PRINCIPAL

GORHAM SAND & GRAVEL, INC. (seal)

Contractor's Name and Corporate Seal

By: [Signature]  
Signature

James W. Shaw  
Print Name

Vice President  
Title

Attest: [Signature]  
Signature

SEAN STROUSE PROJECT MANAGER  
Title

#### SURETY

HARTFORD FIRE INSURANCE COMPANY (seal)

Surety's Name and Corporate Seal

By: [Signature]  
Signature (attach power of attorney)

Christine M. Hosmer  
Print Name

Attorney-In-Fact  
Title

Attest: [Signature]  
Signature

Mackenzie Bush, Account Manager  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond

shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**  
 Bond T-4  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 call: 888-266-3488 or fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

Agency Code: 04-040492

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Matthew R. Blaisdell, Paula J. Cantara, Cary S. Chapin, Daniel E. Church, John M. Harbottle, Christine M. Hosmer, Bruce H. Langley, Gary P. LaPierre, Michael P. O'Brien, Ryan M. Stevens, John P. Timmeny, William Ver Planck, John T. Whiting of CONCORD, New Hampshire

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of  
 Signed and sealed at the City of Hartford.



*Kevin Heckman*

Kevin Heckman, Assistant Vice President



**PURCHASE ORDER**  
**CITY OF PORTLAND, MAINE**  
 City Hall, 389 Congress Street  
 Portland, Maine 04101  
 (207) 874-8654

P.O. # 041837  
 Date: 10/06/15

FLOW ASSESSMENT SERVICES, LLC  
 84 DANIEL PLUMMER ROAD  
 GOFFSTOWN, NH 03045

City of Portland  
 PUBLIC WORKS ADMIN.  
 55 PORTLAND STREET  
 PORTLAND, ME 04101

VENDOR #  
 11979

DELIVER BY	SHIP VIA	TERMS
08/09/16		NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
PAUL CASEY	KAREN MARSTON	PMH (NS)

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
	37531005003520		MM1108	3706/04/15	

LINE #	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	146200.00	EA	SEWER SYSTEM FLOW MONITORING CONTINUATION OF INSTALLATION	1.0000	146200.00
			SUB-TOTAL		146200.00
			TOTAL		146200.00
			REMARKS: Per your written proposal dated 02-10-15 and contract dated 08-09-15. Please coordinate work with Nathaniel Smith, 207-874-8818.		

**TERMS & CONDITIONS, AS DEPICTED ON THE REVERSE SIDE OF THIS ORDER, ARE A FORMAL PART OF THIS ORDER**  
 FOR THE CITY OF PORTLAND, MAINE

AUTHORIZED SIGNATURE

**AGREEMENT BETWEEN THE  
CITY OF PORTLAND  
AND  
FLOW ASSESSMENT SERVICES, LLC**

**THIS AGREEMENT** is entered into this 9<sup>th</sup> day of August, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the "CITY"), and **FLOW ASSESSMENT SERVICES, LLC**, a New Hampshire limited liability company with a mailing address of 84 Daniel Plummer Road, Goffstown, NH 03045 (hereinafter the "**CONTRACTOR**").

**W I T N E S S E T H:**

**WHEREAS**, the **CITY** is in need of continuous wastewater flow monitoring services, at its West Storage Conduit in its sewer system; and

**WHEREAS**, the **CITY** has made a purchase of the needed equipment for such monitoring, having previously solicited bids or quotes from more than one vendor for the same, when it required such measurements in 2012 during the Combined Sewer Overflow Tier 3 Program at its Back Cove South Storage Conduit from the **CONTRACTOR**; and

**WHEREAS**, the **CONTRACTOR** has the requisite knowledge and technical ability to provide the required goods and perform these services using the equipment the **CITY** now owns for the provision of such goods and services; and

**WHEREAS**, pursuant to section 2-303 of the City's Code of Ordinances, the City Manager has made a written finding that the **CONTRACTOR** is the sole source of the expertise and software required for the monitoring of levels of flow in its West Storage Conduit; and

**WHEREAS**, after due consideration, the **CITY** did award the work to the **CONTRACTOR**;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the specifications contained in the **CONTRACTOR**'s Proposal dated February 10, 2015.

A copy of said **CONTRACTOR**'s Proposal is attached hereto as Exhibit A, and is hereby made a part hereof. The restatement in this document of any term of the Proposal shall not be deemed to waive any term not so restated. If any disagreement is found between this document and the Proposal, then this document shall govern; provided, however, that this document and its attachment shall be construed to be supplemental to one another to the extent possible.

2. The **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by the **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect.
3. Prior to the execution of this Agreement, the **CONTRACTOR** will procure and maintain Automobile Insurance and General Public Liability Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, death and property damage, naming the **CITY** as an additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Liability Insurance, the **CONTRACTOR** will provide the **CITY** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name the City of Portland as an Additional Insured" and a copy of the endorsement must come to the City of Portland with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states the City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. The **CONTRACTOR** shall furnish the **CITY** and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to the **CITY** of termination of insurance from insurance provider or agent.

4. The **CONTRACTOR** shall furnish to the **CITY**, upon execution of the Contract, a Contract Performance Bond and a Contract Labor and Materials Payment Bond each for the full amount of the Contract and issued by a surety company or surety companies authorized to do business in the State of Maine and approved by the **CITY**. The Bonds shall remain in effect for one year after final acceptance of the Work, and protect the **CITY** for at least one year of warranty of the Work hereunder, and also shall insure settlement of claims for the payment of all bills for labor, materials and equipment.
5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
6. Prior to any payment, the **CITY** reserves the right to require Waivers of Lien for materials and labor from the **CONTRACTOR** and its subcontractors and suppliers guaranteeing One Hundred Percent (100%) performance, free and clear from all liens and encumbrances. Any mechanic's lien or any other lien which may be filed against the premises which are the subject of this Agreement by reason of the Work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to the **CITY** to indemnify it against any lien and as a substitution in place of a lien. If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing, including, but not limited to, reimbursement of the **CITY**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of a lien.
7. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications or engineering practice.
8. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** contract to the **CONTRACTOR**, which will commence the Work expeditiously thereafter, and, following installation of the flow meters, monitor equipment and its wastewater measurements in the sewer system for a total of twelve (12) months. The **CITY** shall have the option to renew this contract, on updated costs provided by the **CONTRACTOR**, for four additional one (1) year terms.

9. In the event of any dispute as to the amount, nature or scope of the work required under this Contract, the design and judgment of the Director of Public Services or designee will be final and binding.
10. For performance of all the terms and conditions of this Agreement, the **CITY** will pay the **CONTRACTOR** an amount not to exceed One Hundred Forty-Six Thousand Two Hundred Dollars (\$146,200.00), based on the fee schedule in the Proposal.
11. The **CITY** shall retain the right to withhold ten percent (10%) of each invoice amount as retainage until the Work is completed and accepted by the **CITY**.
12. The **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such Work shall be made to the **CONTRACTOR** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Director of Public Services or designee.
13. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, the **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
14. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) days' prior written Notice to the **CONTRACTOR**. If the Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
15. Out of concern for the public, **CITY** employees and the **CONTRACTOR's** employees, all work performed by the **CONTRACTOR** shall be in conformance with pertinent OSHA, local, state and federal government regulations.
16. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the Obligations, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.
17. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

18. **CITY** and **CONTRACTOR** each warrant and represent to the other that they have the full right and authority to enter into this Agreement, that there is no impediment that would inhibit their ability to perform their respective obligations under this Agreement, and that the person signing this Agreement on behalf of each party has the authority to do so.

**IN WITNESS WHEREOF**, the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Jon P. Jennings, its City Manager, thereunto duly authorized, and **FLOW ASSESSMENT SERVICES, LLC**, has caused this Agreement to be signed and sealed by Paul R. Casey, its Managing Partner, thereunto duly authorized, the day and date first above written.

**WITNESS:**

  
\_\_\_\_\_

**CITY OF PORTLAND**

By:   
\_\_\_\_\_   
305 John P. Jennings  
Its City Manager

**WITNESS:**

  
\_\_\_\_\_

**FLOW ASSESSMENT SERVICES, LLC,**

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

Paul R. Casey  
Its Managing Partner

Approved as to form:

  
\_\_\_\_\_  
Corporation Counsel's Office

Approved as to funds:

  
\_\_\_\_\_  
Budget Office

## EXHIBIT A



Portland Public Service  
55 Portland Street  
Portland, ME 04101  
Attn: Bradley A. Roland, P.E., Senior Project Engineer

February 10, 2015

Re: Continuation of the installation, operation maintenance and data reporting for the sewer system flow monitoring.

Dear Mr. Roland,

Please find below our scope and fee schedule for the above referenced project. As you will see, we included cost for the re-location of the equipment as well as the continued operation and maintenance.

### **SCOPE OF SERVICES**

Flow Assessment Services will remove all the existing flow monitoring equipment currently installed. The equipment will then be serviced for a quick turn around and re-deployment at sites selected by the city. Once the metering equipment is operational, the data web site will be updated with the new site specific information. Flow data review and compilation (as done during the previous project) will continue as directed by the City of Portland engineering staff. Monthly reports will be prepared as described below.

Flow data summarization and reduction will be performed on all collected data. The monthly reports will include depth of flow, flow rate, cumulative flow rate and a total daily flow volume.

A daily flow summary for each day will also be included in the report. The daily summary includes the minimum flow rate, peak flow rate, and the total daily flow.

### **DATA QUALITY REVIEW**

Staff operating at our headquarters will review the flow data as it is received for completeness (missing data). A more detailed review will take place at a later date when the actual field logs arrive. Flow data files will then be combined with rainfall data and graphs will be prepared to begin a more detailed review of all depth, velocity and flow data. Abnormalities such as unexplainable depth spikes or drop outs as well as inconsistent velocity trends will be noted. Additional comparison graphs will be prepared that will use both actual depth and velocity data

as well as predicted data. Scatter plots will also be produced to better understand specific characteristics of the site as well as help identify isolated incorrect measurements. Adjustments or corrections, if any, will be performed and documented.

**CLIENT RESPONSIBILITIES**

While developing this proposal, I have assumed that the City would provide the following at no additional cost to Flow Assessment Services:

- A. Furnish copies of the necessary plot maps of all sewers to be studied. The sewer lines and manholes should be clearly marked and labeled with a numbered reference system.
- B. Make arrangements to provide access to and expose for entry those manhole within the study area which are buried, covered or otherwise not readily accessible.
- C. Provide free and legal access to all sites of work.
- D. Assure the prompt clearance of major blockages or obstructions in the sewer system, if any, should such clearance be required for performance of the work.
- E. Make arrangements to provide traffic control as required by public safety authorities.

**FEE SCHEDULE**

<b>Item #</b>	<b>Description of Tasks</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Installation of Wireless System (Includes Isco 2150 Area Velocity Meter with all interface cables in conjunction with the Telog Remote Wireless Unit with 1 XRTT Modem. Includes a Burial or Extended Antenna Unit)	22 Sites	\$1,400.00	\$30,800.00
2	Monthly Cellular Telecommunication Fees and Data Web Hosting	12 Months (22 Sites x 12 Months = 264)	\$75.00	\$19,800.00
3	Monthly Maintenance and Calibration Visits	12 Visits	\$3,200.00	\$38,400.00
4	Emergency Maintenance Visits (If Necessary)	2 Visits	\$1,600.00	\$3,200.00
5	Flow Data Reduction & Presentation (Monthly Reports)	12 Months	\$4,500.00	\$54,000.00
			<b>TOTAL</b>	<b>\$146,200.00</b>

After completing your review of this information, please feel free to contact me with any questions or comments.

We thank you for your continued interest in Flow Assessment Services and look forward to another busy year.

Very Truly Yours,  
Flow Assessment Services, LLC

A handwritten signature in cursive script that reads "Paul R. Casey". The signature is written in black ink and is positioned to the left of the typed name.

Paul R. Casey  
Managing Partner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Infantine Insurance P. O. Box 5125  Manchester NH 03108	CONTACT NAME: Julie Levesque	
	PHONE (A/C No. Ext): (603) 669-0704 FAX (A/C No.): (603) 669-6831 E-MAIL ADDRESS: jlevesque@infantine.com	
INSURED  Flow Assessment Services, LLC 84 Daniel Plummer Road Goffstown NH 03045	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A Essex Insurance	
	INSURER B Hanover Insurance Group	
	INSURER C Twin City Fire Ins. Co.	29459
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2014-2015 MASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			14PKGNE60176	9/9/2014	9/9/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution Liability						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COM/OP AGG \$ 1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Professional Aggregate \$ 2,000,000						
B	AUTOMOBILE LIABILITY			ARV095534413	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS	X					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Add'l Insureds						PROPERTY DAMAGE (Per accident) \$
	\$						
A	UMBRELLA LIAB			14EFKNE60081	9/9/2014	9/9/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			04WECTR8021	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Inland Marine			IHV969082002	9/24/2014	9/24/2015	Valuable Papers/Records Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: Flow Monitoring in the City of Portland, ME. It is agreed and understood that the City of Portland is included as additional insured on General Liability and Automobile when required by written contract.

<b>CERTIFICATE HOLDER</b>  Portland Public Service 55 Portland St. Portland, ME 04101	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Charles Hamlin/GS5 



## ESSEX INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (BLANKET)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Name of Person or Organization:**

Any person(s) or organization(s) to whom the insured agrees to provide Additional Insured status in a written contract signed by both parties and executed prior to the commencement of operations

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

1. Your acts or omissions, or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations for the additional insured(s) scheduled above.

B. With respect to coverage provided to these additional insureds by this endorsement, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

1. All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations, including materials, parts or equipment furnished in connection with such work, has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain unchanged.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/3/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Infantine Insurance P. O. Box 5125  Manchester NH 03108		<b>CONTACT NAME:</b> Julie Levesque, CPCU, CIC <b>PHONE (A/C No. Exch):</b> (800)937-0704 <b>FAX (A/C No.):</b> (603) 669-6831 <b>E-MAIL ADDRESS:</b> jlevesque@infantine.com	
<b>INSURED</b> Flow Assessment Services, LLC 84 Daniel Plummer Road  Goffstown NH 03045		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Essex Insurance Co <b>INSURER B:</b> Massachusetts Bay Ins Co <b>INSURER C:</b> Twin City Fire Ins Co <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 22306 29459	

**COVERAGES**                      **CERTIFICATE NUMBER:** 15/16 GL/X 14/15 WC/AUTO                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		15FKGNE60176	9/9/2015	9/9/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Pollution Liability \$ 1,000,000
B	<b>AUTOMOBILE LIABILITY:</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		AKV095534413	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		15EFXNE60081	9/9/2015	9/9/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	04WECIK8021 3A States: CT; MA; MD; ME NH; NJ; NY; PA; RI	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
It is agreed and understood the City of Portland is included as additional insured on General Liability, Business Automobile and Umbrella when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Portland Maine Attn: Lawrence C. Walden 389 Congress Street Portland, ME 04101-3509	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Charles Hamlin/JL6
---	--



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with

reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the

Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ (Corporate Seal)

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Signature: \_\_\_\_\_

Name and Title:

Address:

Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based  
on Final Contract Amount

**Bond No. MEC42518**

**AIA Document A312  
Payment Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):  
**FLOW ASSESSMENT SERVICES, LLC  
84 DANIEL PLUMMER ROAD  
GOFFSTOWN, NH 03045**

SURETY (Name and Principle Place of Business):  
**MERCHANTS BONDING COMPANY  
P.O. BOX 14498  
DES MOINES, IA 50306-3498**

OWNER (Name and Address):  
**CITY OF PORTLAND  
55 PORTLAND, STREET  
PORTLAND, ME 04101**

CONSTRUCTION CONTRACT

Date: **AUGUST 9, 2015**

Amount: **ONE HUNDRED FORTY SIX THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$146,200.00)**

Description (Name and Location):

**CONTINUATION OF INSTALLATION, OPERATION MAINTENANCE AND DATA REPORTING FOR THE SEWER  
SYSTEM FLOW MONITORING.**

BOND

Date (No earlier than Construction Contract Date): **AUGUST 29, 2015**

Amount: **ONE HUNDRED FORTY SIX THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$146,200.00)**

Modifications to this Bond:  None

See Page 3

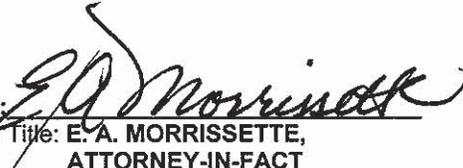
CONTRACTOR AS PRINCIPAL  
COMPANY: (Corporate Seal)

SURETY  
COMPANY: (Corporate Seal)

**FLOW ASSESSMENT SERVICES, LLC**

**MERCHANTS BONDING COMPANY**

Signature:   
Name and Title: Mayor

Signature:   
Name and Title: **E. A. MORRISSETTE,  
ATTORNEY-IN-FACT**

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone  
AGENT OR BROKER:  
**IIA, INC. DBA INFANTINE INSURANCE  
203 MEETINGHOUSE ROAD  
BEDFORD, NH 03110**

OWNER'S REPRESENTATIVE (Architect,  
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim,

stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by

Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C H Hamlin; E A Morrisette; J J Schroeder; P L Sullivan

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**EIGHT MILLION (\$8,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

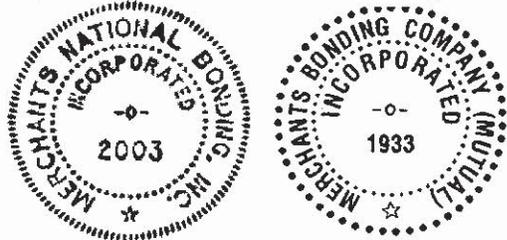
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



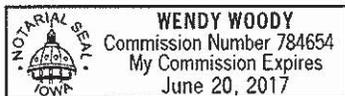
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

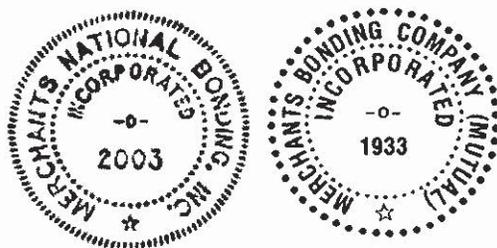


*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of August, 2015.



*William Warner Jr.*  
Secretary



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Barron Center Municipality: Portland

Date of Incident/Exceedence: January 24, 2016

Verbal Notification Date: 1/25/16 To Whom: Alex Rosenberg via e mail

Caller: John Emerson Phone #: 207-318-0239

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Sanitary sewage. Unknown quantity. No testing performed.

Specific Location and Duration of Release/Exceedence:

Sewage overflowed at a collection system manhole immediately behind the Barron Center hospital/convalescence center. Duration of overflow unknown. It appears that system had been overflowing since at least 1/23/2016 as Barron Center staff reported parking lot icing in the vicinity of the manhole where the overflow occurred. Barron Center staff did not realize that the icing was caused by the sewage overflowing from the manhole.

Observed Environmental Effects:

Icing of gray water and minimal solids and paper in the parking lot immediately adjacent to the manhole.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

A combination of grease and rags, from the Barron Center, plugged up the collection system and caused the overflow. Subsequent research determined that the Barron Center's grease trap system was undermaintained and not working properly. Also, it appears that rags and cloth are getting in to the system from the Barron Center's laundry facility.

Remedial Actions Taken and Times When Taken:

The system blockage was called in at 9:45 on Sunday 1/24/16. Sewer on call staff mustered and released thje blockage by 13:00 on 1/24/16. Entire downstream collection system was cleaned and televised between 9/25/16 and 9/29/16.

Specific Measures Needed to Prevent Recurrence:

Barron Center facility staff will need to be more vigilant with respect to their grease trap and laundry system maintenance. Water Resources IPT staff will inspect the system facilities from a FOG perspective and offer additional remedial suggestions. Water Resources operations staff will inspect on a weekly basis until a comfort level with system performance is achieved. Scheduled semiannual cleaning will be folded in to the work plan.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Rows include IPT FOG inspection, weekly collection system inspections, and semiannual system cleaning.

Prepared By: John Emerson Date: 1/29/16

## **Non-compliance/Discharge Incident Report Form**

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As per Chapter 523 "Waste Discharge License Conditions," the permittee shall report any non-compliance which may endanger health or the environment orally within 24 hours followed up by a written submission within 5 days of the time the permittee became aware of the circumstances. The following shall also be included as information which must be reported within 24 hours:

- any unanticipated bypass which exceeds any effluent limitation in the permit [including sanitary sewer overflows (SSO's) and dry weather overflows (DWO's) from CSO discharge points]
- any upset which exceeds any effluent limitation in the permit
- violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Portland Water Resources Municipality: Portland, Maine

Date of Incident/Exceedence: 2/18/2016

Verbal Notification Date: 2/19/2016 To Whom: Alex Rosenberg / Matt Hight

Caller: John Emerson Phone #: Notified via email @ 8:25 2/19/16

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage. No release to the environment. Two to three inches of sewage in the cellar.

Specific Location and Duration of Release/Exceedence:

Cellar of 33-35 Elmwood Street

Observed Environmental Effects:

Sewage backed up in the cellar of # 33-35 Elmwood.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

A large root ball blocked the main just downstream of # 33-35 Elmwood Street.

Remedial Actions Taken and Times When Taken:

Rodded the main and removed the root cluster.

Specific Measures Needed to Prevent Recurrence:

Thoroughly clean the main and include it on the root trouble list. Include the main segment on the main lining list.

Implementation Schedule:

Action Item Description	Projected Completion Date
Thoroughly clean the Elmwood main segment	2/29/16
Include the main segment on the root trouble list	Completed
Include the main segment on the lining list for this summer.	Completed
Prepared By: John Emerson	Date: 2/25/16

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Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Water Res. Collection Syst. Municipality: Portland, Maine

Date of Incident/Exceedence: 2/22/16

Verbal Notification Date: 2/23/16 To Whom: Alex Rosenberg/Stuart Rose by email

Caller: John Emerson Phone #: 207-318=0239

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage in the cellar of 98 Webb Street. No testing and no volume calculation.

Specific Location and Duration of Release/Exceedence:

Sewage backed up in the cellar of the residence @ 98 Webb Street. Sewer back up was called in at 15:30 on 2/22/16. Problem was corrected by 19:30 on 2/22/16.

Observed Environmental Effects:

Six inches of flooding in the cellar of 98 Webb Street.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

Tree roots plugged the sewer main at approximately 100' downstream from #98 Webb Street.

Remedial Actions Taken and Times When Taken:

Vactor unit, equipped with a hydraulic root cutter, removed the root mass and relieved the system surcharge.

Specific Measures Needed to Prevent Recurrence:

Webb Street will be added to the root intrusion trouble list. Cleaning will be scheduled at a minimum of twice annually. We will explore the possibility of lining the sewer main in Webb Street.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Rows include: Add Webb Street to the root intrusion trouble list (Completed), Include Webb Street on the sewer lining list for the summer of 2016 (Completed), Prepared By: John Emerson, Date: 2/26/16

## **Non-compliance/Discharge Incident Report Form**

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Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Water Res. Collection Syst. Municipality: Portland, Maine

Date of Incident/Exceedence: 2/22/16

Verbal Notification Date: 2/23/16 To Whom: Alex Rosenberg/Stuart Rose by email

Caller: John Emerson Phone #: 207-318-0239

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage in the in the basement sump of 1190 Forest Avenue. Sump pump was discharging to the side of the building and running along a ditch line adjacent to a set of railroad tracks (parallel to Bishop Street). No testing performed and no volumetric calculations.

Specific Location and Duration of Release/Exceedence:

Combined sewage backed up in to the sump system of 1190 Forest Avenue. 1190 Forest Avenue is a business complex in the Morrill's Corner area of Portland. Unsure of the duration of the release. Appears that the sump pump at 1190 had been running for a couple of days prior to the call for service.

Observed Environmental Effects:

No apparent cellar damage at 1190 Forest Avenue. Sump pump discharged to the side of 1190 Forest Avenue. No solids or debris observed. Gray water ran down a trench along a set of railroad tracks adjacent to 1190 Forest Avenue.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

It appears that debris (possible a stick) lodged in a manhole at the intersection of Morrill and Bell Streets. Debris, grease and solids backed up behind this obstruction and lead to the eventual surcharge. Problem was called in at 11:19 on 2/22/16. Surcharge was completely cleared by 19:00 on 2/22/16.

Remedial Actions Taken and Times When Taken:

Vactor unit was used to clean main segments in Forest Avenue, Morrill Street and Bell Street.

Specific Measures Needed to Prevent Recurrence:

Bell and Morrill Streets will be added to our scheduled semi annual cleaning of the Morrill's Corner collection system.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Row 1: Semiannual cleaning scheduled for Morrill and Bell Streets, Completed. Row 2: Prepared By: John Emerson, Date: 2/26/16

## **Non-compliance/Discharge Incident Report Form**

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Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Portland Collection System Municipality: Portland, Maine

Date of Incident/Exceedence: 3/14/16

Verbal Notification Date: 3/14/16 To Whom: Alex Rosenberg/Stuart Rose (email)

Caller: John Emerson (E mail) Phone #: 874-8468

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Sanitary sewage. No testing and no quantification.

Specific Location and Duration of Release/Exceedence:

The cellar of #75 Farragut Street. Roughly 12 to 16 hours. Cellar began to back up on 3/13/16. Water Resources was not notified until midday of 3/14/16

Observed Environmental Effects:

The cellar of #75 Farragut flooded to between 8" and 12" of sewage.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

A six foot plastic property marker (used to delineate driveway areas for snow plowing) found its way in to the 8" sewer ending up stuck in a downstream drop manhole pipe. Material fetched up on the plastic marker plugging the drop structure and causing the backup. We suspect that the plastic marker was inserted through a manhole "pic hole" or perforated manhole cover (probably pranksters).

Remedial Actions Taken and Times When Taken:

The public sewer main was vacuumed out and the plastic marker was removed.

Specific Measures Needed to Prevent Recurrence:

This appeared to be an atypical one time occurrence as the rest of the main appeared to be in sound physical condition. We will fully clean and televise the main to ensure that there are no other debris related issues.

Implementation Schedule:

<u>Action Item Description</u>	<u>Projected Completion Date</u>
Full cleaning and televising of Farragut Street collector	3/25/16
Prepared By: John Emerson	Date: 3/18/16

## **Non-compliance/Discharge Incident Report Form**

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Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Sewer collection system Municipality: Portland

Date of Incident/Exceedence: March 23, 2016

Verbal Notification Date: 3/23/16 To Whom: Alex Rosenberg/Stuart Rose

Caller: John Emerson via e mail Phone #: 207-318-0239

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Sanitary sewage. No testing. No estimate of quantity.

Specific Location and Duration of Release/Exceedence:

Overflow occurred at a cross country manhole immediately behind the Barron Center complex rear parking lot. Overflow was observed by facilities personnel at the Barron Center. Unsure as to duration of exceedence although, from appearance, it appeared to be greater than 24 hours.

Observed Environmental Effects:

Debris, rags, grease and gray water within 25 feet of the manhole at which the overflow occurred.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

Massive root intrusion at several VC joints caused the backup. The heavy volume of grease and rags in the flow stream exacerbated the blockage problem.

Remedial Actions Taken and Times When Taken:

A Vactor unit was used to hydraulically jet the line and relieve the surcharge by the middle of the afternoon on the 23rd of March. Additional jetting, root cutting and TV analysis was performed from 3/24/16 through 3/28/16. The additional jetting and TV work revealed the root intrusion problems. Work was time consuming due to accessibility issues along this sewer right of way.

Specific Measures Needed to Prevent Recurrence:

Right of way access will have to be improved and relining or replacement of the root intruded main segment will have to take place. The Barron Center will need to revisit waste disposal and grease control measures. The city's IPT/FOG group will continue to work with Barron Center staff to improve disposal methods.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Rows include Daily system inspection, Research and draft scope documents, Replacement or relining of the ROW system, and Prepared By: John Emerson.

### **Non-compliance/Discharge Incident Report Form**

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Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Water Res. Collection Syst. Municipality: Portland, Maine

Date of Incident/Exceedence: 6/3/16

Verbal Notification Date: 6/6/16 To Whom: Alex Rosenberg/Stuart Rose by email

Caller: John Emerson Phone #: 207-318-0239

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage in the in the basement sump of 1190 Forest Avenue. Sump pump was discharging to the side of the building and running along a ditch line adjacent to a set of railroad tracks (parallel to Bishop Street). No testing performed and no volumetric calculations.

Specific Location and Duration of Release/Exceedence:

Combined sewage backed up in to the sump system of 1190 Forest Avenue. 1190 Forest Avenue is a business complex in the Morrill's Corner area of Portland. We were informed of the problem by building management staff from the 1190 block of Forest Avenue.

Observed Environmental Effects:

No apparent cellar damage at 1190 Forest Avenue. Sump pump discharged to the side of 1190 Forest Avenue. No solids or debris observed. Gray water ran down a trench along a set of railroad tracks adjacent to 1190 Forest Avenue.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

It appears that grease accumulation in Bell and Morrill Streets led to the backup.

Remedial Actions Taken and Times When Taken:

Vactor unit was used to clean main segments in Forest Avenue, Morrill Street and Bell Street. Line was cleared by 19:00 on 6/3/16

Specific Measures Needed to Prevent Recurrence:

Bell and Morrill Streets will be cleaned and inspected on a monthly basis. The entire system will televised to look for pipe damage or sags. We will also alert our IPT/FOG group for the purpose of researching sources of grease in the area.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Rows include: Monthly cleaning of the Bell/Morrill system (On going), Televis the entire system (June 30, 2016), IPT/FOG research and findings (September 30, 2016), Prepared By: John Emerson (Date: 6/10/16)

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Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Combined sewer system Municipality: Portland

Date of Incident/Exceedence: 6/5/2016

Verbal Notification Date: 6/6/2016 To Whom: Stuart Rose/Alex Rosenberg via email

Caller: John Emerson Phone #: 874-8468

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage. No quantity or concentration data.

Specific Location and Duration of Release/Exceedence:

Overflows occurred at the manholes Maple Street at Commercial Street and York at Park Street. The duration of the overflow event was less than 60 minutes as a rainfall event of short duration and high intensity hit the area around the 21:00 hour. The cover was replaced just after 22:00.

Observed Environmental Effects:

Overflow ran down York, Maple and High Streets and found its way its way to the flooded area of Commercial at Maple Street. Several downstream catch basins collected most of the flow. The quick high flow rainfall overwhelmed the system's carrying capacity. No floatables or debris were observed.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

The intense rainfall event surcharged the upstream system and caused the covers to pop at Maple and York Streets.

Remedial Actions Taken and Times When Taken:

Covers were replaced and the downstream system was inspected for in pipe restrictions. No restrictions were evidenced.

Specific Measures Needed to Prevent Recurrence:

The upcoming I/I study will assist in identifying sources of extraneous flow. Once identified, potential mitigating measures can be crafted. The recent High Street separation project may need to be extended up York Street toward Park Street to pick up additional storm related flow. I/I analysis will provide data for a more comprehensive look at solutions.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Rows include I/I analysis program, initial phase completion, and research on separation.

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Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Combined sewer system Municipality: Portland

Date of Incident/Exceedence: 7/25/16

Verbal Notification Date: 7/26/16 To Whom: Stuart Rose/Alex Rosenberg via email

Caller: John Emerson Phone #: 874-8468

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage. No quantity or concentration data.

Specific Location and Duration of Release/Exceedence:

Overflow occurred at the manholes York Street at Park Street and York Street at High Street. The duration of the overflow events was less than 30 minutes as a rainfall event of short duration and high intensity hit the area around the 21:00 hour.

Observed Environmental Effects:

Overflow ran down the curb line of York Street and found its way to catch basins Commercial at High. The flow was primarily high flow rainfall oriented and, as such, no floatables or debris was observed.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

The intense rainfall event surcharged the York Street system and caused covers to pop in the referenced locations.

Remedial Actions Taken and Times When Taken:

Covers were replaced and the downstream system was inspected for in pipe restrictions. No restrictions were evidenced.

Specific Measures Needed to Prevent Recurrence:

Separation work from Commercial will have to be built upon to capture more of the intense rainfall events. The upcoming I/I analysis may shed light on system capacity improvement needs. Many of the recent rainfall events are of an intensity that exceeds the design capacity of the system.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Row 1: Inflow and infiltration study may provide mitigating strategies. Phase 1 pending. Row 2: Prepared By: John Emerson Date: 8/2/2016

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Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Combined sewer system Municipality: Portland

Date of Incident/Exceedence: 10/21/16

Verbal Notification Date: 10/25/16 To Whom: Stuart Rose/Alex Rosenberg via email

Caller: John Emerson Phone #: 874-8468

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage. No quantity or concentration data.

Specific Location and Duration of Release/Exceedence:

Overflow occurred at the manhole York Street at Park Street. The duration of the overflow event is unknown as a rainfall event of short duration and high intensity hit the area around the 20:00 hour. The event was not initially deemed to be an SSO due to the fact that the cover was only partially dislodged. With the locations past history, we will assume that it was indeed a brief SSO event.

Observed Environmental Effects:

None observed

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

The intense rainfall event surcharged the York Street system and caused cover to pop in the referenced location. The cover was not completely off and was easily set back in place. Evidence would suggest that the event was brief.

Remedial Actions Taken and Times When Taken:

Cover was replaced and the downstream system was inspected for in pipe restrictions. No restrictions were evidenced.

Specific Measures Needed to Prevent Recurrence:

Separation work from Commercial will have to be built upon to capture more of the intense rainfall events. The upcoming I/I analysis may shed light on system capacity improvement needs. Many of the recent rainfall events are of an intensity that exceeds the design capacity of the system.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Row 1: Inflow and infiltration study may provide mitigating strategies. Phase 1 pending. Row 2: Prepared By: John Emerson Date: 10/28/2016

## **Non-compliance/Discharge Incident Report Form**

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As per Chapter 523 "Waste Discharge License Conditions," the permittee shall report any non-compliance which may endanger health or the environment orally within 24 hours followed up by a written submission within 5 days of the time the permittee became aware of the circumstances. The following shall also be included as information which must be reported within 24 hours:

- any unanticipated bypass which exceeds any effluent limitation in the permit [including sanitary sewer overflows (SSO's) and dry weather overflows (DWO's) from CSO discharge points]
- any upset which exceeds any effluent limitation in the permit
- violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Collection System Municipality: Portland

Date of Incident/Exceedence: December 2, 2016

Verbal Notification Date: 12/3/16 To Whom: Stuart Rose/Alex Rosenberg via e-mail

Caller: John Emerson Phone #: 207-318-0239

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Sanitary sewage. 8 to 12 inches in the basement of # 22 Murray. Appears that cellar was backed up for less than 4 hours.

Specific Location and Duration of Release/Exceedence:

Murray Street at residences 15, 22 and 26.

Observed Environmental Effects:

Damage was confined to the cellar of #22 Murray Street. Looked to be 8 to 12 inches of sewage in the basement area.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

When we arrived on site we found the city main surcharged along the Ocean Avenue end of the Murray Street system.

Remedial Actions Taken and Times When Taken:

Operations staff was contacted at 17:55 and responded on site with our Vactor sewer cleaning unit. The surcharged main was cleaned and unblocked by 19:00. The Murray Street collector system was televised on Monday 12/5/16 and it appeared that the problem was caused by root intrusion.

Specific Measures Needed to Prevent Recurrence:

The section of main in question will be relined or replaced. In the interim, we will install a Smart Cover system so that we can monitor system level trends on a 24/7 basis.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Rows include Smart Cover Installation (12/16/16) and Replace or reline the main segment in question (12/31/17).

Prepared By: John Emerson

Date: 12/9/16

## **Non-compliance/Discharge Incident Report Form**

The Discharge Incident Report Form can be used by treatment facility personnel to notify the Department when any licensed parameter has been exceeded or when reporting combined sewer overflow related dry weather overflows (DWO's), bypasses, sanitary sewer overflows (SSO's), spills from facility premises to surface waters, or other incidents which violate license conditions as per Chapter 523 Rules regarding "Waste Discharge License Conditions." This form is not mandatory, but if you choose not to use it, be sure that the form or letter you do use includes all the information that this one does.

As per Chapter 523 "Waste Discharge License Conditions," the permittee shall report any non-compliance which may endanger health or the environment orally within 24 hours followed up by a written submission within 5 days of the time the permittee became aware of the circumstances. The following shall also be included as information which must be reported within 24 hours:

- any unanticipated bypass which exceeds any effluent limitation in the permit [including sanitary sewer overflows (SSO's) and dry weather overflows (DWO's) from CSO discharge points]
- any upset which exceeds any effluent limitation in the permit
- violation of a maximum daily discharge limitation for any of the pollutants listed by the Department in the permit

## Sewer Fund

The principal function of this fund is to account for the sewer services provided to City residents and business establishments. The Portland Water District (not a city department) owns and operates the wastewater treatment plant for which the Sewer Fund pays a monthly fee. The City owns and maintains the infrastructure sewer lines and is responsible for the costs of maintenance, improvements, and expansion.

All users of the system pay monthly or quarterly fees, based upon water volume, to support the expenses of the fund.

The Sewer Fund expenditures increased \$690,774, or 3.0%. This increase is mainly attributed to the increased Portland Water District (PWD) assessment fees and debt service. The FY17 budget also reflects the Public Works department-wide reorganization designed to facilitate EPA reporting requirements, including personnel staffing changes in the Public Works Sewer Administration and Engineering divisions. Overall, the Sewer Fund has a net reduction of one full-time position.

### Department Summary

Department: Public Works

Account: 570

		FY16 Projected	FY17 Department	FY17 Manager's	FY17 Finance	FY17 Final
		Expend.	Submission	Recomm.	Comm.	Allowance
		FY16 Approp.				
<b>Classification Breakdown</b>						
Payroll		1,973,708	2,012,411	1,987,692	1,987,692	1,987,692
Benefits		839,700	918,909	918,909	918,909	918,909
Administrative Services		11,756,154	12,117,995	12,117,995	12,117,995	12,117,995
Contractual Services		1,175,320	706,561	739,067	739,067	739,067
Maintenance and Repairs		179,498	204,350	204,350	204,350	204,350
Rentals		5,280	23,000	36,342	36,342	36,342
Insurance		22,763	25,833	25,833	25,833	25,833
Supplies		135,209	266,858	266,858	266,858	266,858
Utilities		80,324	102,008	101,540	101,540	101,540
Capital Outlay		90,000	0	0	0	0
Debt Service		6,729,295	5,538,525	7,279,439	7,279,439	7,279,439
<b>Total</b>		<b>22,987,251</b>	<b>21,916,450</b>	<b>23,678,025</b>	<b>23,678,025</b>	<b>23,678,025</b>
<b>Summary by Division</b>						
Sewer Finance	(15-03)	87,405	90,430	90,430	90,430	90,430
Sewer Public Works Administration	(31-01)	350,679	989,581	877,450	877,450	877,450
Sewer Districting	(31-12)	1,779,367	1,757,925	1,766,068	1,766,068	1,766,068
Sewer Communications	(31-15)	68,857	67,533	67,533	67,533	67,533
Sewer Engineering	(31-37)	902,786	309,748	328,391	328,391	328,391
Sewer Debt Service	(31-55)	7,249,665	5,727,286	7,574,206	7,574,206	7,574,206
Sewer Fringe Benefits	(31-56)	1,292,651	1,325,943	1,325,943	1,325,943	1,325,943
PWD Assessment	(31-58)	11,255,841	11,648,004	11,648,004	11,648,004	11,648,004
<b>Total</b>		<b>22,987,251</b>	<b>21,916,450</b>	<b>23,678,025</b>	<b>23,678,025</b>	<b>23,678,025</b>
<b>Less Revenues</b>		<b>(22,987,251)</b>	<b>(21,916,450)</b>	<b>(23,678,025)</b>	<b>(23,678,025)</b>	<b>(23,678,025)</b>
<b>Net Department Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



## Personnel Services Detail

Department: Finance

Division: Sewer Finance Administration

Account: 570-15-03

Position	Funding Source		FY16		FY17		FY17 Manager's		FY17 Finance		FY17 Final	
	City	Fed Oth	Approved		Submission		Recommendation		Committee		Allowance	
			#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Finance - Budget/Accounting	100		28,885		30,349		30,349		30,349			30,349
Finance - Treasury	100		38,400		39,948		39,948		39,948			39,948
<b>Gross Personnel Services</b>			67,285		70,297		70,297		70,297			70,297



## Personnel Services Detail

Department: Public Works

Division: Sewer Public Works Administration

Account: 570-31-01

Position	Funding Source		FY16 Approved		FY17 Submission		FY17 Manager's Recommendation		FY17 Finance Committee		FY17 Final Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Water Resources Manager	100		1	88,920	1	92,021	1	92,021	1	92,021	1	92,021
(1) Compliance Section Coordinator	100		0	0	1	57,827	1	57,827	1	57,827	1	57,827
Asset & Information Mgmt Spec	100		1	56,879	1	54,912	1	54,912	1	54,912	1	54,912
(2) Water Quality Technician	100		0	0	1	45,610	1	45,610	1	45,610	1	45,610
(3) Senior Engineering Tech	100		0	0	1	46,663	0	0	0	0	0	0
(4) Senior Water Resouces Tech	100		0	0	1	46,995	1	46,995	1	46,995	1	46,995
(5) Programmer-Analyst	100		0	0	1	47,581	1	47,581	1	47,581	1	47,581
(6) Asset Management Tech	100		0	0	2	88,200	2	88,200	2	88,200	2	88,200
(7) Customer Service Specialist	100		0	0	1	37,429	1	37,429	1	37,429	1	37,429
(8) Accountant	100		1	45,792	0	0	0	0	0	0	0	0
Charges from Admin (GF)	100			78,975		135,852		135,852		135,852		135,852
Overtime	100			691		3,627		3,627		3,627		3,627
(9) Notes			0	0	0	0	0	0	0	0	0	0
<b>Gross Personnel Services</b>			<b>3.0</b>	<b>271,257</b>	<b>10.0</b>	<b>656,717</b>	<b>9.0</b>	<b>610,054</b>	<b>9.0</b>	<b>610,054</b>	<b>9.0</b>	<b>610,054</b>

**Notes:**

- (1) 1 New Position Approved in FY17
- (2) 1 Position Transferred from Sewer Engineering (570-3137) in FY17
- (3) 1 Position Transferred from Sewer Engineering (570-3137) & (1) Position Eliminated in FY17
- (4) 1 Position Transferred from Sewer Engineering (570-3137) in FY17
- (5) 1 New Position Approved in FY17
- (6) 1 New Position Approved in FY17; 1 Trfd from Sewer Districting (570-3112) in FY17
- (7) 1 Position Transferred from Stormwater (571-3140) in FY17
- (8) (1) Position Transferred to Public Works Admin General Fund (100-3101) in FY17
- (9) FY17 Sewer Fund Reorg



## Personnel Services Detail

Department: Public Works

Division: Sewer Districting

Account: 570-31-12

Position	Funding		FY16		FY17		FY17 Manager's		FY17 Finance		FY17 Final	
	Source		Approved		Submission		Recommendation		Committee		Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Wastewater Facilites Coord	100		1	68,640	1	71,315	1	71,315	1	71,315	1	71,315
(1) Sr Public Services Supervisor	100		1	50,773	2	103,584	2	103,584	2	103,584	2	103,584
(2) Public Works Foreman			0	0	0	0	3	142,646	3	142,646	3	142,646
(3) Asset Management Tech	100		1	45,849	0	0	0	0	0	0	0	0
Sewer Inspector	100		3	156,623	3	158,746	3	158,746	3	158,746	3	158,746
Sewer Facilities Technician	100		1	42,598	1	43,451	1	43,451	1	43,451	1	43,451
(4) Maintenance Worker III	100		8	340,788	9	391,896	8	348,445	8	348,445	8	348,445
(5) Maintenance Worker II	100		0	0	2	79,394	0	0	0	0	0	0
Meal Allow/Standby Pay	100			26,004		26,516		26,516		26,516		26,516
Winter Stipends	100			5,400		5,400		5,400		5,400		5,400
Temporary Help	100			20,000		40,000		40,000		40,000		40,000
Overtime	100			46,962		48,014		48,014		48,014		48,014
<b>Gross Personnel Services</b>			<b>15.0</b>	<b>803,637</b>	<b>18.0</b>	<b>968,316</b>	<b>18.0</b>	<b>988,117</b>	<b>18.0</b>	<b>988,117</b>	<b>18.0</b>	<b>988,117</b>

**Notes:**

- (1) 1 Position Transferred from Stormwater (571-3140) in FY17
- (2) 1 Position Replacement Approved from MW III & 2 Position Replacements Approved from MW II in FY17
- (3) [1] Position Transferred to PW Sewer Admin (570-3101) in FY17
- (4) 2 Tfr'd from Const Co; (1) Tfr'd to Stormwater (571-31); (1) Replacement Approved w/ Foreman in FY17
- (5) 2 Positions Tfr'd from PW Const. Co (100-31) & (2) Position Replacements Approved w/ Foreman in FY17

## Sewer Communications

The Public Works Sewer Communications division accounts for the associated costs incurred for sewer related functions including service requests, street flooding and Dig Safe requests.

This budget remains relatively flat, with expenditures showing a decrease of \$1,324.

### Division Summary

Department: Public Works	Division: Sewer Communications				Account: 570-31-15	
	FY16 Approp.	FY16 Projected Expend.	FY17 Department Submission	FY17 Manager's Recomm.	FY17 Finance Comm.	FY17 Final Allowance
<b>Classification Breakdown</b>						
Payroll	56,513	53,612	57,644	57,644	57,644	57,644
Benefits	5,260	4,947	5,247	5,247	5,247	5,247
Administrative Services	300	100	100	100	100	100
Rentals	1,500	1,500	1,500	1,500	1,500	1,500
Supplies	5,284	4,500	3,042	3,042	3,042	3,042
<b>Total</b>	<b>68,857</b>	<b>64,659</b>	<b>67,533</b>	<b>67,533</b>	<b>67,533</b>	<b>67,533</b>

## Personnel Services Detail

Department: Public Works

Division: Sewer Communications

Account: 570-31-15

Position	Funding		FY16		FY17		FY17 Manager's		FY17 Finance		FY17 Final	
	Source		Approved		Submission		Recommendation		Committee		Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Senior Operations Dispatcher	100		1	50,773	1	51,792	1	51,792	1	51,792	1	51,792
Meal Allow/Standby Pay	100			100		100		100		100		100
Overtime	100			5,640		5,752		5,752		5,752		5,752
<b>Gross Personnel Services</b>			1.0	56,513	1.0	57,644	1.0	57,644	1.0	57,644	1.0	57,644

## Sewer Engineering

The environmental engineering component of the Engineering division concentrates on sewer and storm water systems and compliance programs. Services include sanitary sewer and storm water system construction and rehabilitation, separation of sewage and storm water systems, investigation of drainage complaints and system failures, various environmental permitting, and enforcement of City ordinances and technical standards for sewage, stormwater and industrial waste discharge. This group is also responsible for implementing the Combined Sewer Overflow (CSO) abatement program and industrial pretreatment program, both federally mandated by the Clean Water Act.

Overall the FY17 Sewer Engineering expenditures reflect a decrease of \$574,395, largely due to the reallocation of monies between the Sewer Engineering and Sewer Administration divisions, and general restructuring of the Sewer Fund. This reorganization is part of an effort to enhance EPA reporting requirements. This division shows a net decrease of ten full-time positions, as well as a decrease in contractual services.

### Division Summary

Department: Public Works

Division: Sewer Engineering

Account: 570-31-37

	FY16 Approp.	FY16 Projected Expend.	FY17 Department Submission	FY17 Manager's Recomm.	FY17 Finance Comm.	FY17 Final Allowance
<b>Classification Breakdown</b>						
Payroll	775,016	762,424	259,437	261,580	261,580	261,580
Benefits	1,650	743	1,640	1,640	1,640	1,640
Administrative Services	25,660	22,145	19,150	19,150	19,150	19,150
Contractual Services	68,400	52,728	7,250	23,750	23,750	23,750
Maintenance and Repairs	4,920	4,486	4,500	4,500	4,500	4,500
Rentals	780	722	1,000	1,000	1,000	1,000
Supplies	25,160	21,667	13,891	13,891	13,891	13,891
Utilities	1,200	1,280	2,880	2,880	2,880	2,880
<b>Total</b>	<b>902,786</b>	<b>866,195</b>	<b>309,748</b>	<b>328,391</b>	<b>328,391</b>	<b>328,391</b>

## Personnel Services Detail

Department: Public Works

Division: Sewer Engineering

Account: 570-31-37

Position	Funding			FY16		FY17		FY17 Manager's		FY17 Finance		FY17 Final	
	Source			Approved		Submission		Recommendation		Committee		Allowance	
	City	Fed	Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Senior Project Engineer	100			1	74,929	1	76,458	1	76,458	1	76,458	1	76,458
(1) Project Engineer	100			2	132,522	2	124,383	2	124,383	2	124,383	2	124,383
(2) Asst Engineer	100			1	51,187	0	0	0	0	0	0	0	0
(3) Senior Water Resouces Tech	100			0	0	0	0	0	0	0	0	0	0
(4) Senior Wastewater Technician	100			1	53,444	0	0	0	0	0	0	0	0
(5) Associate Engineer	100			2	95,940	0	0	0	0	0	0	0	0
(6) Senior Surveyor	100			1	55,582	0	0	0	0	0	0	0	0
(7) Surveyor	100			2	103,160	0	0	0	0	0	0	0	0
(8) Senior Engineering Tech	100			1	45,747	0	0	0	0	0	0	0	0
(9) Water Quality Technician	100			1	44,694	0	0	0	0	0	0	0	0
(10) Admin Assistant (CEBA)	100			1	39,916	0	0	0	0	0	0	0	0
Charges from Eng (GF)	100				69,228		49,755		51,898		51,898		51,898
Overtime	100				8,667		8,841		8,841		8,841		8,841
<b>Gross Personnel Services</b>				<b>13.0</b>	<b>775,016</b>	<b>3.0</b>	<b>259,437</b>	<b>3.0</b>	<b>261,580</b>	<b>3.0</b>	<b>261,580</b>	<b>3.0</b>	<b>261,580</b>

**Notes:**

- (1) 1 Position Upgrade Approved from Asst Engineer in FY17; (1) Tfr'd to GF Eng (100-3137) in FY17
- (2) (1) Position Upgrade Approved to Project Engineer in FY17
- (3) (1) Position Tfr'd to Sewer Admin (570-3101) in FY17 (Title Chg from Sr WW Tech during FY16)
- (4) Title Change to Sr Water Resources Technician during FY16
- (5) (2) Positions Transferred to GF Engineering (100-3137) in FY17
- (6) (1) Position Transferred to GF Engineering (100-3137) in FY17
- (7) (2) Positions Transferred to GF Engineering (100-3137) in FY17
- (8) (1) Position Transferred to Sewer Admin (570-3101) in FY17
- (9) (1) Position Transferred to Sewer Admin (570-3101) in FY17
- (10) (1) Position Eliminated in FY17







## Stormwater Fund

Stormwater Management separated from the Sewer Fund beginning in FY16. The stormwater fee, which began January of 2016, was designed to fund the expenditures needed to operate and maintain this critical infrastructure system, preventing pollutants from entering valued waterways as mandated by the federal Clean Water Act (CWA). This new fee structure was designed to disperse the program costs to all City property owners who benefit from the positive impacts of this investment. The stormwater fee is based on the impervious area on a property.

The FY17 budget reflects the first full year of the new Stormwater Fund program, and includes staffing modifications.

### Department Summary

Department: Public Works

Account: 571

	FY16 Approp.	FY16 Projected Expend.	FY17 Department Submission	FY17 Manager's Recomm.	FY17 Finance Comm.	FY17 Final Allowance
<b>Classification Breakdown</b>						
Payroll	1,022,119	1,002,557	745,028	844,666	844,666	844,666
Benefits	213,354	163,046	184,846	184,846	184,846	184,846
Administrative Services	89,615	119,498	159,360	159,360	159,360	159,360
Contractual Services	679,845	648,722	889,740	906,238	906,238	906,238
Maintenance and Repairs	70,000	48,530	111,500	111,500	111,500	111,500
Rentals	10,025	14,073	5,000	5,000	5,000	5,000
Supplies	64,940	63,012	104,450	104,450	104,450	104,450
Capital Outlay	285,000	254,914	275,000	1,521,060	1,521,060	1,521,060
Debt Service	0	18,528	271,766	274,392	274,392	274,392
<b>Total</b>	<b>2,434,898</b>	<b>2,332,880</b>	<b>2,746,690</b>	<b>4,111,512</b>	<b>4,111,512</b>	<b>4,111,512</b>
<b>Summary by Division</b>						
Stormwater Finance Administration (15-01)	189,204	170,684	223,252	245,700	245,700	245,700
Stormwater Management (31-40)	2,035,714	2,014,816	1,976,427	3,316,177	3,316,177	3,316,177
Stormwater Debt Service (31-55)	0	17,950	285,356	287,980	287,980	287,980
Stormwater Fringe Benefits (31-56)	209,980	129,430	261,655	261,655	261,655	261,655
<b>Total</b>	<b>2,434,898</b>	<b>2,332,880</b>	<b>2,746,690</b>	<b>4,111,512</b>	<b>4,111,512</b>	<b>4,111,512</b>
<b>Less Revenues</b>	<b>(2,434,898)</b>	<b>(2,332,880)</b>	<b>(2,746,690)</b>	<b>(4,111,512)</b>	<b>(4,111,512)</b>	<b>(4,111,512)</b>
<b>Net Department Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



## Personnel Services Detail

Department: Finance

Division: Stormwater Finance Administration

Account: 571-15-01

Position	Funding			FY16		FY17		FY17 Manager's		FY17 Finance		FY17 Final	
	Source			Approved		Submission		Recommendation		Committee		Allowance	
	City	Fed	Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Programmer-Analyst	100			1	46,500	1	55,483	1	55,483	1	55,483	1	55,483
(1) Account Clerk II	100			0.8	27,030	1	34,788	1	34,788	1	34,788	1	34,788
(2) Cashier Clerk	100			0.7	21,374	1	38,454	1	38,454	1	38,454	1	38,454
Charges from GF Finance	100				0		0		22,448		22,448		22,448
(3) Notes													
<b>Gross Personnel Services</b>				2.5	94,904	3.0	128,725	3.0	151,173	3.0	151,173	3.0	151,173

**Notes:**

- (1) .2 Position Approved during FY16
- (2) .3 Position Approved during FY16
- (3) FY16 New Program: FY16 Position Mid-Year Starts



## Personnel Services Detail

Department: Public Works

Division: Stormwater Management

Account: 571-31-40

Position	Funding Source		FY16 Approved		FY17 Submission		FY17 Manager's Recommendation		FY17 Finance Committee		FY17 Final Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Stormwater Coordinator	100		1	62,458	1	63,707	1	63,707	1	63,707	1	63,707
(1) Sr Public Services Supervisor	100		1	53,127	0	0	0	0	0	0	0	0
(2) Public Works Foreman			0	0	0	0	1	47,549	1	47,549	1	47,549
(3) Project Engineer	100		0	0	1	57,370	1	57,370	1	57,370	1	57,370
(4) Asst Engineer	100		1	46,700	0	0	0	0	0	0	0	0
(5) Customer Service Specialist	100		0	0	0	0	0	0	0	0	0	0
(6) Customer Service Rep	100		1	31,900	0	0	0	0	0	0	0	0
(7) Maintenance Worker III	100		5	211,393	6	260,707	5	217,256	5	217,256	5	217,256
Charges from Districting (GF)	100			242,900		0		0		0		0
Charges from Engineering (GF)	100			0		0		73,092		73,092		73,092
Charges from Sewer Admin	100			44,460		170,269		170,269		170,269		170,269
Charges from Sewer Districting	100			161,646		0		0		0		0
Charges from Sewer Engineering	100			25,594		29,382		29,382		29,382		29,382
Meal Allow/Standby Pay	100			1,400		1,400		1,400		1,400		1,400
Winter Stipends	100			3,132		2,880		2,880		2,880		2,880
Overtime	100			42,505		30,588		30,588		30,588		30,588
(8) Notes												
<b>Gross Personnel Services</b>			9.0	927,215	8.0	616,303	8.0	693,493	8.0	693,493	8.0	693,493

**Notes:**

- (1) (1) Position Transferred to Sewer Districting (570-3112-500) in FY17
- (2) 1 Position Replacement Approved from MW III in FY17
- (3) 1 Position Upgrade Approved from Asst Engineer in FY17
- (4) (1) Position Upgrade Approved to Project Engineer in FY17
- (5) (1) Position Tfr'd to Sewer Admin (570-3101-500) in FY17 (Upgraded from Cust Svc Rep during FY16)
- (6) Upgraded to Customer Service Specialist during FY16
- (7) 1 Position Tfr'd from Sewer Districting (570-3112) & (1) Replacement Approved to Foreman in FY17
- (8) FY17 Stormwater Reorg





FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>571 15 01</b>		<b><i>Stormwater Fund Administration</i></b>		
<b>571-1501-500.01-10</b>		<b><u>Payroll / Salaries and Wages</u></b>		<b>\$151,173</b>
	1	FY17 STORMWATER FINANCE 3.0 FTES (01/05/16)	0	
	2	.	0	
	3	1) ACCOUNT CLERK II	34,788	
	4	2) CASHIER CLERK	38,454	
	5	3) PROGRAMMER- ANALYST	55,483	
	6	4) FINANCIAL SPECIALIST (AB)	22,448	
	7	A) CHGS FROM GF FIN. ADMIN (100-1501): +\$21,411	0	
	8	FINANCIAL SPECIALIST (AB): \$71,370 * 30%	0	
	9	*CM ADD (03/15/16)	0	
	10	B) CHGS FROM GF FIN. ADMIN (100-1501): +\$1,037	0	
	11	FINANCIAL SPECIALIST (AB): RECLASS * 30%	0	
	12	*CM ADD (03/26/16)	0	
	13	.	0	
<b>571-1501-500.20-10</b>		<b><u>Administrative Services / Postage and Freight</u></b>		<b>\$44,087</b>
	1	1) POSTAGE FOR MAILING OF BILLS:	0	
	2	A) MONTHLY BILLS: 1,450 * 12 * \$.407	7,082	
	3	B) QTRLY BILLS: 18,000 * 4 * \$.407	29,304	
	4	C) ANNUAL BILLS: 555 * \$.407	226	
	5	.	0	
	6	2) BERKELEY FEES FOR FOLDING, SEALING & PRESORT:	6,975	
	7	90,000 * \$.0775	0	
	8	.	0	
	9	3) POSTAGE FOR ADMIN LETTERS TO CUSTOMERS &	500	
	10	COMBINED BILLS	0	
	11	.	0	
<b>571-1501-500.35-00</b>		<b><u>Contractual Services</u></b>		<b>\$32,610</b>
	1	1) TD LOCK BOX FEE PROCESSING CKS: 90,000 * \$.228	20,520	
	2	2) BERKELEY FEES SETUP FOR INVOICES: \$120 * 12 MO	1,440	
	3	3) MOB ACH PAYMENTS: \$.35 * 750 * 12 MO	3,150	
	4	4) MOB TRANSACTION FEES: 1,500 * .25 * 12 MO	4,500	
	5	5) MOB SOFTWARE SUPPORT BASE: \$250 * 12 MO	3,000	
	6	.	0	
	7	NOTE: IF A CUSTOMER PAYS THEIR BILL ONLINE THRU	0	
	8	MOB THEN THE CREDIT CARD MERCH. SERVICES FEE WILL	0	
	9	BE PAID BY THE CUSTOMER THRU A 2.5% CONV. FEE.	0	
	10	ANY PAYMENT BY ACH, THE CITY WILL PAY THE \$.35	0	
	11	FEE PER PAYMENT.	0	
	12	.	0	
<b>571-1501-500.35-60</b>		<b><u>Contractual Services / Printing</u></b>		<b>\$12,830</b>
	1	1) PAPER FOR INVOICES: \$.049 * 90,000	4,410	
	2	2) ENVELOPES FOR MAILING BILLS: \$.049 * 90,000	4,410	
	3	3) MISC. PRINTING	500	
	4	4) RETURNED ENVELOPES: \$.039 * 90,000	3,510	
	5	.	0	
<b>571-1501-500.55-60</b>		<b><u>Supplies / Minor Equipment</u></b>		<b>\$2,500</b>
	1	ONE COMPUTER, CHAIRS, MISC FOR STAFF	2,500	
	2	.	0	
<b>571-1501-500.55-70</b>		<b><u>Supplies / Office Supplies</u></b>		<b>\$2,500</b>
	1	MISC SUPPLIES	2,500	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
571 15 01		<b>Stormwater Fund Administration</b>		
	2	.	0	
<i>Division Total: 15 01 Administration</i>				<b>\$245,700</b>
<b>Department Total: 15 Finance</b>				<b>\$245,700</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>571 31 40</b>		<b>Stormwater Fund Stormwater Management</b>		
<b>571-3140-500.01-10</b>		<b><u>Payroll / Salaries and Wages</u></b>		<b>\$662,905</b>
	1	1) FY17 WAGES: 8.0 FTE (03/08/16)	385,882	
	2	.	0	
	3	CM CHANGES (03/08/16):	0	
	4	A) 1.0 FOREMAN UPGRADE REQ FROM MW III: +\$47,549	0	
	5	B) (1.0) MW III UPGRADE REQ TO FOREMAN: (-\$43,451)	0	
	6	.	0	
	7	2) CHARGES FROM GF ENG (FUNDING %)	73,092	
	8	*CM LVL ADD (03/23/16): +\$73,092	0	
	9	.	0	
	10	FY17 POSITION NOTES:	0	
	11	-FY17 STORMWATER REORG	0	
	12	-FY17 FTE CHANGE: -1.0	0	
	13	.	0	
	14	A) (1.0) CUSTOMER SVC SPEC TFR'D TO SEWER ADMIN	0	
	15	(570-3101-500) IN FY17 & UPGRADED FROM	0	
	16	CUST SVC REPRESENTATIVE DURING FY16	0	
	17	B) (1.0) SR PUBLIC SVCS SUPV TRF'D TO SEWER DIST	0	
	18	(570-3112-500) IN FY17	0	
	19	C) 1.0 MW III TFR'D FROM SEWER DISTICTING IN FY17	0	
	20	.	0	
	21	3) CHGS FROM SEWER ENG (570-3137): T-\$29,382	0	
	22	PROJECT ENGINEER (BP): 50% * 58,765	29,382	
	23	REVENUE OFFSET 570-3100-395-0000	0	
	24	.	0	
	25	4) CHARGES FROM SEWER ADMIN (570-3101): T-\$170,269	0	
	26	A)WATER RESOURCES MANAGER (NG): \$92,020 * 50%	46,010	
	27	B) COMPLIANCE SECTION COORDINATOR 50%	28,913	
	28	C) ASSET & INFO MGMT SPECIALIST 50%	27,456	
	29	D) (2) ASSET MANAGMT TECHS 50%	44,100	
	30	E) PROGRAMMER ANALYST 50%	23,790	
	31	OFFSET REVENUE 570-3100-395-0000	0	
	32	.	0	
	33	5) MEAL ALLOWANCE (SWEEPING)	1,400	
	34	.	0	
	35	6) WINTER STIPEND/OPP STIPEND:	0	
	36	A) 6 MW * \$.60 * 40 HRS * 20 WKS	2,880	
	37	.	0	
<b>571-3140-500.01-40</b>		<b><u>Payroll / Overtime Payments</u></b>		<b>\$30,588</b>
	1	1) SWEEPING: PARADES, SPECIAL EVENTS, REQUESTS:	0	
	2	4 EMPL * 6 EVENTS * 4 HRS * \$31.34	3,009	
	3	2) OSHA TRAINING:	0	
	4	4 EMPL * 5 DAYS * 8 HRS * \$31.34	5,014	
	5	3) SICK & VACATION SWEEPING FILL INS:	0	
	6	1 EMPL * 8 HRS * 90 DAYS * \$31.34	22,565	
	7	.	0	
	8	HOURLY RATE \$20.89 * 1.5 = \$31.34	0	
<b>571-3140-500.02-71</b>		<b><u>Benefits / Wearing Apparel</u></b>		<b>\$3,214</b>
	1	1) CONTRACTUAL CLOTHING:	0	
	2	A) BOOTS	160	
	3	B) UNIFORMS: 6 EMPL * \$375/EA (SWEEPING)	2,250	
	4	C) EAR PROTECTION: 6 EMPL * \$18 * \$1.40	150	
	5	D) SAFETY GLASSES: 6 EMPL * \$12 * \$6.30	454	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>571 31 40</b>		<b><i>Stormwater Fund Stormwater Management</i></b>		
	6	2) OTHER NON-CONTRACTUAL CLOTHING/SAFETY EQUIP	200	
	7	.	0	
<b>571-3140-500.20-20</b>		<b><u>Administrative Services / Travel/Training/Meetings</u></b>		<b>\$3,000</b>
	1	1) TRAINING THROUGH EPA/DEP, NEIWPC CONFERENCE,	1,500	
	2	DEP EROSION & SEDIMENTATION RECERTIFICATION	0	
	3	REGIONAL STORMWATER CONFERENCE	0	
	4	2) DEPARTMENT WIDE STORMWATER POLLUTION	1,500	
	5	TRAINING	0	
<b>571-3140-500.20-40</b>		<b><u>Administrative Services / Taxes Licenses Insurance</u></b>		<b>\$32,250</b>
	1	1) DEP ANNUAL MS4 LICENSE	250	
	2	2) LONG CREEK WATERSHED RESTORATION FEE	21,000	
	3	3) MS4-ISWG DUES:	11,000	
	4	(THROUGH CUMBERLAND COUNTY SOIL & WATER)	0	
<b>571-3140-500.35-00</b>		<b><u>Contractual Services</u></b>		<b>\$604,660</b>
	1	1) % SPLIT W/SEWER DISTRT'G: T-\$21,800	0	
	2	(570-3112-500-3500)	0	
	3	A) DIGSAFE: 50% * 12 MOS * \$1,650	9,900	
	4	B) APPLETREE ANSWERING SERVICE: 50% * \$4,200	2,100	
	5	C) ECOMAINE VACTOR DISPOSAL (25%):	11,000	
	6	400 TONS * \$110 * 25%	0	
	7	.	0	
	8	2) RIVERSIDE RECYCLING DISPOSAL COSTS:	89,520	
	9	CATCH BASIN CLEANING: 2,000 TONS * \$44.76	0	
	10	(\$56.30/TON LESS CREDIT OF \$11.54 = \$44.76/TON)	0	
	11	OFFSET 100-3114-343-2000	0	
	12	.	0	
	13	3) RIVERSIDE RECYCLING SWEEPINGS:	67,140	
	14	3,000 TONS * \$44.76 * 50%	0	
	15	(\$56.30/TON LESS CREDIT OF \$11.54 = \$44.76/TON)	0	
	16	OFFSET 100-3114-343-2000	0	
	17	.	0	
	18	4) SUPPLEMENTAL CONTRACTUAL WORK TO REBUILD FAILED	20,000	
	19	CATCH BASINS: 20 * \$1,000	0	
	20	.	0	
	21	5) CATCH BASIN/STORMWATER TREATMENT:	200,000	
	22	UNIT CLEANING - SUPPLEMENTAL 2,000 * \$50	0	
	23	.	0	
	24	6) GREEN INFRASTRUCTURE LANDSCAPE MAINTENANCE	200,000	
	25	RAIN GARDENS, GRAVEL WETLANDS, BIO SWALE	0	
	26	.	0	
	27	7) EMERGENCY STORMWATER STABLILZATION	5,000	
	28	.	0	
<b>571-3140-500.35-20</b>		<b><u>Contractual Services / Arch and Engineering</u></b>		<b>\$242,500</b>
	1	CLEAN WATER ACT COMPLIANCE:	0	
	2	1) SPILL CONTROL CONTAINMENT & COUNTERMEASURE	3,000	
	3	PLAN DEVELOPMENT - FLEET SERVICES FACILITY	0	
	4	2) CAPISIC BROOK WATERSHED MGMT PLAN IMPLEMENT:	50,000	
	5	A) ONGOING EDUCATIONAL PROGRAM	0	
	6	B) COLLECT & ASSESS WATERSHED DATA INCLUDING	12,000	
	7	COLLECTION OF FLOW DATA FROM CAPISIC BROOK	0	
	8	MONITORING STATIONS	0	
	9	3) DOLE BROOK STREAM BUFFER INSPECTION, MARKERS,	1,000	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>571 31 40</b>		<b><i>Stormwater Fund Stormwater Management</i></b>		
	10	SIGNS: 1ST YR 3RD PARTY INSPECTION REQUIRED	0	
	11	UNDER EPA SUPPLEMENTAL ENVIRONMENTAL PROJECT	0	
	12	4) ILLICIT DISCHARGE INVESTIGATION	50,000	
	13	5) INFRASTRUCTURE PRIORITIZATION ANALYSIS AND	60,000	
	14	ANNUAL UPDATE	0	
	15	6) IMPLEMENTATION PLANNING	50,000	
	16	7) LIM MAPPING SERVICES	16,500	
	17	*CM ADD (03/16/16): +\$16,500	0	
	18	SPLIT COST W/ GF (100) & SEWER (570)	0	
	19	.	0	
<b>571-3140-500.35-30</b>		<b><u>Contractual Services / Auto Expense Reimbursed</u></b>		<b>\$50</b>
	1	AUTO MILEAGE REIMBURSEMENTS	50	
<b>571-3140-500.40-30</b>		<b><u>Maintenance and Repairs / Vehicles</u></b>		<b>\$30,000</b>
	1	1) FLEET CHARGES: PARTS	30,000	
	2	*INCLUDES STETCOS, TV VAN, TECH VAN, SWEEPERS,	0	
	3	PICKUP	0	
	4	.	0	
<b>571-3140-500.40-31</b>		<b><u>Maintenance and Repairs / Veh. Commercial Repairs</u></b>		<b>\$75,000</b>
	1	1) FLEET SERVICE CHARGES: COMMERCIAL REPAIRS	60,000	
	2	2) VACTOR CHARGES FROM WASTEWATER: \$20,000 * 25%	5,000	
	3	3) FLEET SERVICE CHARGES SPLIT WITH WASTEWATER 50%	10,000	
<b>571-3140-500.40-32</b>		<b><u>Maintenance and Repairs / Veh. Labor (Internal)</u></b>		<b>\$5,000</b>
	1	FLEET SERVICES LABOR CHARGES	5,000	
<b>571-3140-500.40-33</b>		<b><u>Maintenance and Repairs / Vehicle Tires</u></b>		<b>\$1,500</b>
	1	REPLACEMENT TIRES	1,500	
<b>571-3140-500.45-20</b>		<b><u>Rentals / Vehicle/Equipment Rental</u></b>		<b>\$5,000</b>
	1	RUBBER TRACK EXCAVATOR: 2 MO * \$2,500	5,000	
	2	FOR WORK ON 12 RETENTION PONDS	0	
	3	.	0	
<b>571-3140-500.55-30</b>		<b><u>Supplies / Construction Supplies</u></b>		<b>\$54,400</b>
	1	% SPLIT W/SEWER DISTRICTING (570-3112-500-5530):	0	
	2	1) PRECAST TUBS & CONES: \$10,000 * 40%	4,000	
	3	2) MANHOLE & CATCH BASIN FRAMES & COVERS:	8,400	
	4	\$21,000 * 40%	0	
	5	3) CASCO TRAPS: \$105,000 * 40%	42,000	
<b>571-3140-500.55-40</b>		<b><u>Supplies / Fuel - Vehicles</u></b>		<b>\$24,750</b>
	1	1) DIRECT FLEET CHARGES:	0	
	2	A) DIESEL: 10,000 GAL * \$1.65	16,500	
	3	B) UNLEADED: 5,000 GAL * \$1.65	8,250	
<b>571-3140-500.55-60</b>		<b><u>Supplies / Minor Equipment</u></b>		<b>\$19,800</b>
	1	1) % SPLIT W/SEWER DISTRICTING (570-3112-500-5560)	0	
	2	A) VARIOUS HAND & MASON TOOLS: \$4,500 * 40%	1,800	
	3	B) JACK HAMMER HOSES & EQUIPMENT: \$1,500 * 40%	600	
	4	C) VACTOR HOSE/BOOM PIPING: \$6,000 * 40%	2,400	
	5	2) SHOVELS, BROOMS, HYDRANT WRENCHES	600	
	6	3) HOSES, NOZZLES, SWEEPER MAINT SUPPLIES	600	
	7	4) REPLACEMENT LAPTOP COMPUTER	2,000	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>571 31 40</b>		<b><i>Stormwater Fund Stormwater Management</i></b>		
	<b>8</b>	5) INSTALL GPS SYSTEMS ON SWEEPERS	10,000	
	<b>9</b>	6) IPADS (DAR,JP) W/CASE AND KEYBOARD	1,800	
<b>571-3140-500.55-70</b>		<b><u>Supplies / Office Supplies</u></b>		<b>\$500</b>
	<b>1</b>	BASIC OFFICE SUPPLIES	500	
<b>571-3140-500.70-10</b>		<b><u>Capital Outlay / Land/Land Improvements</u></b>		<b>\$1,521,060</b>
	<b>1</b>	1) NEIGHBORHOOD STORM DRAINAGE	200,000	
	<b>2</b>	2) ILLICIT DISCHARGE ELIMINATION PROJECTS	50,000	
	<b>3</b>	3) REPAIR OF DETENTION PONDS	25,000	
	<b>4</b>	4) STORMWATER STORAGE FILTRATION @ SAGAMORE	1,246,060	
	<b>5</b>	*CM LEVEL ADD (03/31/16):	0	
	<b>6</b>	(HALL SCHOOL): +\$1,246,060	0	
	<b>7</b>	.	0	
<b><i>Division Total: 31 40 Stormwater Management</i></b>				<b>\$3,316,177</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>571 31 55</b>		<b><i>Stormwater Fund Debt Service</i></b>		
<b>571-3155-500.35-00</b>		<b><u>Contractual Services</u></b>		<b>\$13,588</b>
	1	FY17 STORMWATER CONTRACTUAL SVCS (02/23/16):	13,588	
	2	.	0	
	3	CM LVL CORRECTION (03/15/16): (-\$2)	0	
	4	.	0	
<b>571-3155-500.75-10</b>		<b><u>Debt Service / Interest</u></b>		<b>\$161,059</b>
	1	FY17 STORMWATER INTEREST:	0	
	2	1) OLD ISSUE (PRIOR TO FY16): \$36,059	36,059	
	3	1/2 OF \$6.8M	0	
	4	2) NEW ISSUE: \$125,000	125,000	
	5	1/2 OF \$50M	0	
	6	.	0	
	7	CM LVL CORRECTION (03/15/16): +\$2,626	0	
	8	.	0	
<b>571-3155-500.75-20</b>		<b><u>Debt Service / Principal</u></b>		<b>\$113,333</b>
	1	FY17 STORMWATER PRINCIPAL (02/23/16):	113,333	
	2	.	0	
<b><i>Division Total: 31 55 Debt Service</i></b>				<b>\$287,980</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>571 31 56</b>		<b><i>Stormwater Fund Fringe Benefits</i></b>		
<b>571-3156-500.02-80</b>		<b><u>Benefits / Medicare</u></b>		<b>\$7,402</b>
	1	FY17 MEDICARE - BASED ON WAGES	7,402	
	2	\$510,509 * 1.45%	0	
<b>571-3156-500.02-85</b>		<b><u>Benefits / Pension</u></b>		<b>\$46,141</b>
	1	FY17 PENSION BASED ON WAGES	46,141	
<b>571-3156-500.02-95</b>		<b><u>Benefits / Health Insurance</u></b>		<b>\$128,089</b>
	1	FY17 HEALTH INSURANCE	128,089	
	2	.	0	
<b>571-3156-500.20-30</b>		<b><u>Administrative Services / Indirect Costs</u></b>		<b>\$80,023</b>
	1	FY17 CHARGEBACK FOR INDIRECTS (03/01/16):	0	
	2	CITY MANAGER	11,960	
	3	FINANCE	14,089	
	4	TREASURY	8,725	
	5	IT	28,483	
	6	HR	9,877	
	7	LEGAL	6,889	
	8	.	0	
<b>Division Total: 31 56 Fringe Benefits</b>				<b>\$261,655</b>
<b>Department Total: 31 Public Works</b>				<b>\$3,865,812</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 15 03</b>		<b><u>Sewer Utility Acct, Budget &amp; Purchasing</u></b>		
<b>570-1503-500.01-10</b>		<b><u>Payroll / Salaries and Wages</u></b>		<b>\$70,297</b>
	1	FY17 PRELIM WAGE (01/05/16):	0	
	2	1) BUDGET OFFICE (1501): T-\$30,349	0	
	3	A) SR ADMIN OFFICER (RAP): 26% OF \$53,946	14,026	
	4	B) SR. ACCT (MH): 32% OF \$51,008	16,323	
	5	2) TREASURY (1502): T-\$39,948	0	
	6	A) FINANCIAL ADMIN ASST (RC): 50% * \$39,477	19,739	
	7	B) FINANCIAL ADMIN ASST (DP): 50% * \$40,418	20,209	
	8	.	0	
<b>570-1503-500.20-10</b>		<b><u>Administrative Services / Postage and Freight</u></b>		<b>\$5,433</b>
	1	1) CERTIFIED LIEN NOTICES: 600 * \$6.49	3,894	
	2	2) CERTIFIED FORECLOSURE NOTICES: 100 * \$6.49	649	
	3	3) FIRST BILLING AFTER PWD TURNOVER: 600 * \$.40	240	
	4	4) 3RD NOTICE DUNNING LETTER/MAILING: 400 * \$.40	160	
	5	5) FLAT HANDLING FEE PROVISION (BERKLEY)	350	
	6	6) CERTIFIED LIENS MAILED: 350 * \$.40	140	
	7	.	0	
<b>570-1503-500.20-20</b>		<b><u>Administrative Services / Travel/Training/Meetings</u></b>		<b>\$400</b>
	1	TRAINING CLASSES	400	
	2	.	0	
<b>570-1503-500.35-00</b>		<b><u>Contractual Services</u></b>		<b>\$12,500</b>
	1	1) TITLE SEARCH: 300 * \$12	3,600	
	2	2) LIEN FILINGS: 250 * \$19	4,750	
	3	3) LIEN DISCHARGES: 200 * \$19	3,800	
	4	4) PRINTING CERTIFIED MAILERS	350	
	5	.	0	
<b>570-1503-500.55-60</b>		<b><u>Supplies / Minor Equipment</u></b>		<b>\$1,600</b>
	1	MISC OFFICE ITEMS:	1,600	
	2	PC AND CHAIR	0	
	3	.	0	
<b>570-1503-500.55-70</b>		<b><u>Supplies / Office Supplies</u></b>		<b>\$200</b>
	1	MISC SUPPLIES	200	
	2	.	0	
<b>Division Total: 15 03 Acct, Budget &amp; Purchasing</b>				<b>\$90,430</b>
<b>Department Total: 15 Finance</b>				<b>\$90,430</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 01</b>		<b><i>Sewer Utility Administration</i></b>		
<b>570-3101-500.01-10</b>		<b><u>Payroll / Salaries and Wages</u></b>		<b>\$606,427</b>
	1	FY17 9.0 FTE COUNT (03/08/16)	470,575	
	2	.	0	
	3	NOTES:	0	
	4	1) CM CHANGES (03/08/16):	0	
	5	(1.0) SR ENG TECH ELIM IN FY17: (-\$46,663)	0	
	6	.	0	
	7	FY17 POSITION NOTES:	0	
	8	-FY17 SEWER REORG	0	
	9	-FY17 FTE CHANGE +7.0	0	
	10	.	0	
	11	1) FY17 NEW POSITION REQUESTS:	0	
	12	A) 1.0 NEW COMPLIANCE SEC COORD REQUEST IN FY17	0	
	13	B) 1.0 NEW PROGRAMMER ANALYST REQUEST IN FY17	0	
	14	C) 1.0 NEW ASSET MANAGEMENT TECH IN FY17	0	
	15	.	0	
	16	2) FY17 POSITION TFR FROM SEWER DIST'G (570-3112):	0	
	17	A) 1.0 ASSET MGMT TECH IN FY17	0	
	18	.	0	
	19	3) FY17 POSITION TRFS FROM SEWER ENG (570-3137):	0	
	20	A) 1.0 WATER QLTY TECH IN FY17	0	
	21	B) 1.0 SR ENG'G TECH IN FY17	0	
	22	C) 1.0 SR WASTE RESOURCE TECH IN FY17	0	
	23	.	0	
	24	4) FY17 POSITION TRFS FROM STORMWATER (571-3140):	0	
	25	B) 1.0 CUSTOMER SVC SPECIALIST IN FY17	0	
	26	.	0	
	27	5) FY17 POSITION TRFS FROM GF PW ADMIN (100-3101):	0	
	28	B) (1.0) ACCOUNTANT	0	
	29	.	0	
	30	6) INCLUDES CHARGES FROM GENERAL FUND WAGES	135,852	
	31	A) DIRECTOR (FROM 31-01): \$103,038 * 50%	0	
	32	B) PAO (FROM 31-01): \$68,900 * 50%	0	
	33	C) PFO (FROM 31-01): \$63,553 * 50%	0	
	34	D) ACCOUNTANT (FROM 31-01): \$36,196 * 50%	0	
	35	.	0	
	36	7) INCLUDES CHARGES TO STORMWATER (T \$170,269)	0	
	37	A) WATER RESOURCES MGR: \$92,020 * 50% = \$46,010	0	
	38	B) COMPLIANCE SECTION COORDINATOR 50% = \$28,913	0	
	39	C) ASSET & INFO MGMT SPECIALIST 50 % = \$27,456	0	
	40	D) 2 ASSET MANAGER TECHS 50% = \$44,100	0	
	41	E) PROGRAMMER ANALYST 50% = \$23,790	0	
	42	.	0	
	43	*REVENUE BUDGETED 570-3100-395	0	
	44	.	0	
	45	UPDATED PMH 2/26/16	0	
<b>570-3101-500.01-40</b>		<b><u>Payroll / Overtime Payments</u></b>		<b>\$3,627</b>
	1	1) CUSTOMER SERVICE: 10 HRS * \$20.26 * 1.5	304	
	2	2) STORMWATER COORD (DR): 50 HRS * \$32.67	1,633	
	3	3) ASBUILT CONVERSION TO GIS (JG): 40 HRS * \$42.24	1,690	
	4	.	0	
<b>570-3101-500.02-71</b>		<b><u>Benefits / Wearing Apparel</u></b>		<b>\$1,120</b>
	1	1) CONTRACTUAL CLOTHING:	0	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 01</b>		<b><i>Sewer Utility Administration</i></b>		
	2	BOOT ALLOWANCE (CE)(DR)(RS)(FB)(MM)(COORD)	960	
	3	2) NON-CONTRACTUAL CLOTHING:	0	
	4	BOOTS (NG)	160	
	5	.	0	
<b>570-3101-500.20-00</b>		<b><u>Administrative Services</u></b>		<b>\$1,610</b>
	1	1) REFERENCE BOOKS	100	
	2	2) COMPUTER MANUALS	200	
	3	3) APWA DUES(DR)	160	
	4	4) WEF/NEWEA DUES (NG)(DR)(JG) (RS)(COORD)	650	
	5	5) NASCO/CITY WORKS BOOKS/MANUALS	500	
<b>570-3101-500.20-10</b>		<b><u>Administrative Services / Postage and Freight</u></b>		<b>\$100</b>
	1	MINIMAL AMOUNT BUDGETED FOR EPA MAILINGS ETC	100	
<b>570-3101-500.20-20</b>		<b><u>Administrative Services / Travel/Training/Meetings</u></b>		<b>\$17,750</b>
	1	1) EMPL APPRECIATION FUNCTIONS: (25% SF, 75% GF):	0	
	2	A) AWARDS CELEBRATION : \$2,800 * 25%	700	
	3	B) HOLIDAY MEAL: \$2,800 * 25%	700	
	4	2) MEETINGS/LUNCHEONS	300	
	5	3) LICENSE RENEWAL (NG/JG)	200	
	6	4) WEF CONFERENCE (NG)	3,000	
	7	5) STORMWATER OR UTILITY MGT CONFERENCE (NG)	2,000	
	8	6) SPECIALITY CONFERENCES 4 @ \$500	2,000	
	9	7) ENVIRONMENTAL: ((RS, FB, CMM)	0	
	10	A) EPA/DEP SEMINARS 3 * \$200	600	
	11	B) APWA COURSES/MAINE LOCAL ROADS 3 * \$200	600	
	12	C) MEWEA COURSES 3 * \$300	900	
	13	D) OSHA HAZ WASTE REFRESHER (CMM)	250	
	14	8) NEARC CONF (JG)	1,200	
	15	9) NASSCO/CITY WORKS/GIS TRAINING:	5,000	
	16	ASSET MANAGEMENT STAFF	0	
	17	10) LIM/SURVEY (JG)	300	
	18	.	0	
<b>570-3101-500.35-00</b>		<b><u>Contractual Services</u></b>		<b>\$110,000</b>
	1	1) ASSET MANAGMENT - BMP	75,000	
	2	(CMOM: ASSET MANAGEMENT PROG DEV)	0	
	3	.	0	
	4	2) GI PROGRAM ASSESSMENT	25,000	
	5	.	0	
	6	3) PUBLIC HEALTH FOG INSPECTOR CHG	10,000	
	7	*CM ADD (03/18/16)*: +\$10K	0	
	8	.	0	
	9	NOTES:	0	
	10	A) 5 YR CSO REVIEW: \$75,000	0	
	11	*CM LVL REDUCTION (03/31/16): (-\$75K)	0	
	12	.	0	
<b>570-3101-500.35-10</b>		<b><u>Contractual Services / Advertising</u></b>		<b>\$2,000</b>
	1	1) NEWSPAPER/PROFESSIONAL JOURNALS FOR POSITION	1,500	
	2	OPENINGS	0	
	3	2) IPT ASSOC NEWSPAPER ADVERTISING	500	
	4	.	0	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 01</b>		<b><i>Sewer Utility Administration</i></b>		
<b>570-3101-500.35-50</b>		<b><u>Contractual Services / Lab and Medical Services</u></b>		<b>\$6,250</b>
	1	1) RESPIRATOR FIT TESTING & MEDICAL SERVICES:	0	
	2	A) QUESTIONNAIRES: 20 * \$10	200	
	3	B) FIT TEST SUPPLIES (PURCHASED BY CITY HALL)	300	
	4	C) ADDITIONAL MEDICAL TESTING	1,200	
	5	.	0	
	6	2) PRE-EMPLOYMENT PHYSICALS: 3 * \$100	300	
	7	.	0	
	8	3) HEPATITIS SHOTS FOR NEW EMPLOYEES:	0	
	9	3 EMPL * \$250 PER SERIES	750	
	10	.	0	
	11	MEDICAL EVALUATION: FIT FOR DUTY	3,500	
<b>570-3101-500.35-60</b>		<b><u>Contractual Services / Printing</u></b>		<b>\$200</b>
	1	OUTSIDE PRINTING SERVICES	200	
	2	.	0	
<b>570-3101-500.40-15</b>		<b><u>Maintenance and Repairs / Computer Equipment</u></b>		<b>\$46,600</b>
	1	1) CITIWORKS MAINTENANCE (EXCL STORMWATER):	0	
	2	2/3 ENTERPRISE LICENSE	44,100	
	3	.	0	
	4	2) IT PIPES ANNUAL LICENSE	2,500	
	5	.	0	
<b>570-3101-500.40-20</b>		<b><u>Maintenance and Repairs / Other Equipment</u></b>		<b>\$1,750</b>
	1	1) COMPUTER,FAX MACHINE,COLOR PRINTER REPAIRS	250	
	2	2) ANNUAL MAINTENANCE & REPAIR OF:	1,500	
	3	SAMPLERS, FLOWMETERS, AIRBLOWERS & GAS DETECTORS	0	
	4	.	0	
<b>570-3101-500.55-60</b>		<b><u>Supplies / Minor Equipment</u></b>		<b>\$71,800</b>
	1	1) EMPLOYEE AWARDS/PLAQUES	700	
	2	2) MISC MINOR EQUIPMENT: (INCLUDING NEW STAFF)	2,000	
	3	ERGONOMIC CHAIRS,PRINTERS, ETC	0	
	4	3) COMPUTER (ASSET MGR(2)/COMP COORD)	6,000	
	5	4) IPAD W/KEYBOARD (NG)	600	
	6	5) 2 IPADS FOR DATA COLLECTION (JG/DR)	1,000	
	7	6) HANNAH 9829 INSTRUMENT (IPT/FOG)	4,000	
	8	7) SUBMETER PROGRAM:	0	
	9	PURCHASE SUBMETERS FROM PWD:	0	
	10	30 METERS * \$250	7,500	
	11	8) OFFICE RECONFIGURATION	50,000	
<b>570-3101-500.55-70</b>		<b><u>Supplies / Office Supplies</u></b>		<b>\$5,000</b>
	1	1) OFFICE SUPPLIES:	0	
	2	A) CALENDARS,BINDERS,GENERAL SUPPLIES	2,000	
	3	B) PAPER: 25 CASES * \$30	750	
	4	2) COMPUTER SUPPLIES:	0	
	5	A) DVDS,UPGRADES,HARDWARE,ETC.	450	
	6	B) COMPUTER EQUIP. ERGONOMIC IMPROVEMENTS	300	
	7	3) NEW EMPLOYEE OFFICE SET-UP (2 @ \$750)	1,500	
<b>570-3101-500.63-41</b>		<b><u>Utilities / Cellular Phones</u></b>		<b>\$3,216</b>
	1	1) WATER RESOURCES MGR (NG): \$52 * 12 MOS	624	
	2	2) SR WR TECH (RS): \$30 * 12 MOS	360	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 01</b>		<b>Sewer Utility Administration</b>		
	<b>3</b>	3) ASST MGMT TECH (JG): \$30 * 12 MOS	360	
	<b>4</b>	4) COMPL. SECTION COORD (FY17 NEW): \$30 * 12 MOS	360	
	<b>5</b>	5) DATA PLANS: 3 * \$42 MO * 12 MOS	1,512	
	<b>6</b>	.	0	
	<b>7</b>	CM REDUCTION (03/23/16): (-\$468)	0	
	<b>8</b>	.	0	
<b>Division Total: 31 01 Administration</b>				<b>\$877,450</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 12</b>		<b><u>Sewer Utility Districting</u></b>		
<b>570-3112-500.01-10</b>		<b><u>Payroll / Salaries and Wages</u></b>		<b>\$900,103</b>
	1	FY17 WAGES: 18.0 FTE (03/09/16)	868,187	
	2	.	0	
	3	CM LVL CHANGES (03/08/16):	0	
	4	A) +3.0 FOREMAN UPGRADE FROM MW IN FY17: +\$142,646	0	
	5	B) (1.0) MW III UPGRADE REQ TO FOREMAN: (-\$43,451)	0	
	6	C) (2.0) MW II UPGRADE REQ TO FOREMAN: (-\$79,394)	0	
	7	.	0	
	8	2) MEAL ALLOWANCE:	1,300	
	9	.	0	
	10	3) WINTER STIPEND/OPP STIPEND	5,400	
	11	.	0	
	12	4) STANDBY PAY:	0	
	13	A) SEWER PRIMARY BEEPER (L&T 19M HOURLY RATE):	0	
	14	1) 249 DAYS * \$25.44	6,335	
	15	2) 116 DAYS * \$38.16 (\$25.44*1.5)	4,427	
	16	B) SEWER SECONDARY BEEPER (MW III):	0	
	17	1) 249 DAYS * \$15.00	3,735	
	18	2) 116 DAYS * \$22.50	2,610	
	19	C) PUMP STATIONS:	0	
	20	1) 249 DAYS * \$15.00	3,735	
	21	2) 116 DAYS * \$22.50	2,610	
	22	.	0	
	23	5) SHIFT DIFFERENTIAL:	0	
	24	1 SUPERVISOR * 36HRS *18WKS * \$1.00	648	
	25	2 MWS * 36 HRS * 18 WKS * .25	324	
	26	1 MW * 40HRS * 18 WKS * \$.45	324	
	27	1 MW * 40HRS * 18 WKS * \$.65	468	
	28	.	0	
	29	DR POSITION NOTES FOR FY17:	0	
	30	1) TRANSFER ASSET MGT TECH TO 3101	0	
	31	2) MW III (RK) TO 571-3140	0	
	32	3) MW III (2) FROM 3121	0	
	33	4) MW II (2) FROM 3121	0	
	34	5) SR SUPERVISOR (RG) FROM 3140	0	
	35	.	0	
<b>570-3112-500.01-30</b>		<b><u>Payroll / Temporary Help</u></b>		<b>\$40,000</b>
	1	FY17 INPUT OF INSPECTION DATA AND FIELD COLLECTION	40,000	
	2	DATA	0	
	3	UPDATED PMH 12/16/15	0	
	4	.	0	
<b>570-3112-500.01-40</b>		<b><u>Payroll / Overtime Payments</u></b>		<b>\$48,014</b>
	1	1) WEEKEND INSPECTIONS:	0	
	2	WW INSPCTR: 180 HRS * \$38.16(\$25.44 * 1.5X)	6,869	
	3	2) PUMPING STATIONS AND SEWER EMERGENCIES:	0	
	4	A) SEWER FAC TECH: 100HRS*\$31.34 (\$20.89*1.5X)	3,134	
	5	B) WW COORD: 100 HRS * \$36.99	3,699	
	6	3) INSPECTIONS (DIGSAFES, SEWER EMERGENCIES):	0	
	7	A) SW INSP: 3 EE*130HRS * \$38.16 (\$25.44*1.5X)	14,882	
	8	4) SEWER/STREET INFRASTRUCTURE CLEANING (MW III):	0	
	9	A) NIGHTS: 2 EE*155 HRS* \$31.34 (\$20.89 * 1.5X)	9,715	
	10	B) BACKUPS: 2 EMPL * 155 HRS * \$31.34	9,715	
	11	.	0	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 12</b>		<b><u>Sewer Utility Districting</u></b>		
	12	OT HISTORY (INCLUDING CALLBACK):	0	
	13	FY15: \$41,438	0	
	14	FY14: \$35,189	0	
	15	FY13: \$39,900	0	
	16	FY12: \$46,671	0	
	17	.	0	
<b>570-3112-500.02-71</b>		<b><u>Benefits / Wearing Apparel</u></b>		<b>\$10,910</b>
	1	1) CONTRACTUAL CLOTHING:	0	
	2	A) BOOTS: (CEBA:): 1 * \$160	160	
	3	B) UNIFORMS: 18 * \$375	6,750	
	4	.	0	
	5	2) NON-CONTRACTUAL CLOTHING:	0	
	6	A) SAFETY CLOTHING (TYVEK SUITS,GLOVES,ETC):	0	
	7	18 EMPL * \$150	2,700	
	8	B) EMERGENCY UNIFORM REPLACEMENTS	500	
	9	C) FOUL WEATHER GEAR	800	
	10	.	0	
	11	*SAFETY STIPEND FOR L&T, SUPV IS IN 570-3115	0	
	12	.	0	
<b>570-3112-500.20-00</b>		<b><u>Administrative Services</u></b>		<b>\$1,740</b>
	1	1) WATER ENVIRONMENT FEDERATION (JE,JM,RG)	900	
	2	2) MAINE WASTEWATER CONTROL ASSOC: 6 * \$60	360	
	3	(JS, FR, CL, JF, JE, RG)	0	
	4	3) APWA (JE, JM, RG)	480	
<b>570-3112-500.20-10</b>		<b><u>Administrative Services / Postage and Freight</u></b>		<b>\$1,300</b>
	1	1) FREIGHT FOR SEWER EQUIPMENT REPAIRS	300	
	2	2) FREIGHT FOR SEWER CAMERA REPAIRS	1,000	
	3	.	0	
<b>570-3112-500.20-20</b>		<b><u>Administrative Services / Travel/Training/Meetings</u></b>		<b>\$14,040</b>
	1	1) OSHA HAZ WASTE REFRESHER(JS,FR,CL): 3 * \$200	600	
	2	2) RECERTIFICATION FOR WASTEWATER LICENSES	4,940	
	3	THROUGH JETCC (JE + 18 EE): 19 * \$260	0	
	4	3) NASSCO TRAINING (PIPELINE ASSMT): 4 * \$1,000	4,000	
	5	4) WEF/NEWEA CONFERENCE (JE)	2,500	
	6	5) CITYWORKS TRAINING: 4 * \$500	2,000	
	7	.	0	
<b>570-3112-500.20-40</b>		<b><u>Administrative Services / Taxes Licenses Insurance</u></b>		<b>\$8,250</b>
	1	PERMANENT STREET OPENING REPAIRS:	8,250	
	2	150 SQ YD * \$55	0	
	3	.	0	
<b>570-3112-500.35-00</b>		<b><u>Contractual Services</u></b>		<b>\$288,200</b>
	1	1) SEWER DISTRICTING 100% CHARGES:	0	
	2	A) RAT CONTROL (EMPHASIS ON PENINSULA)	8,000	
	3	B) ELECTRICAL SYSTEM REPAIRS (CONTRACTED OUT)	12,500	
	4	FOR CODE VIOLATIONS	0	
	5	C) SCADA MONITORING CONTRACT: 12 MO * \$1,100	13,200	
	6	D) GAS DETECTION DEVICE MONITORING:	7,000	
	7	SET IN CRADLES,CHECKED THROUGH INTERNET	0	
	8	.	0	
	9	2) % SPLIT WITH STORMWATER (571-3140-500-3500):	0	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 12</b>		<b><u>Sewer Utility Districting</u></b>		
	10	A) VACTOR TRUCK DISPOSAL COSTS (ECOMAIN):	0	
	11	400 TONS * \$110	44,000	
	12	-LESS STORMWATER (25%): \$44,000 * 25%	-11,000	
	13	-SEWER DISTRICTING (75%) \$33,000	0	
	14	B) DIG SAFE: 12 * \$1,650	19,800	
	15	-LESS STORMWATER (50%): \$19,800 * 50%	-9,900	
	16	-SEWER DISTRICTING (50%): \$9,900	0	
	17	C) ANSWERING SERVICE (STERICYCLE)	4,200	
	18	-LESS STORMWATER (50%): \$4,200 * 50%	-2,100	
	19	-SEWER DISTRICTING (50%): \$2100	0	
	20	3) CONTRACTED MANHOLE STRUCTURE ADJUSTMENTS:	0	
	21	75 * \$1,000	75,000	
	22	*CM LVL REDUCTION (03/31/16): (-\$25K)	0	
	23	4) CONFINED SPACE RESCUE OSHA MANDATED-PFD	70,000	
	24	FLAT FEE TO FIRE DEPT RESCUE TEAM	0	
	25	5) RIGHT-OF-WAY SURVEY	50,000	
	26	6) DEFECTIVE SEWER LATERAL INVESTIGATION	7,500	
	27	OUTSIDE HIRED PLUMBING SERVICES:	0	
	28	15 LATERALS * \$500 HOUSE	0	
	29	.	0	
<b>570-3112-500.35-10</b>		<b><u>Contractual Services / Advertising</u></b>		<b>\$500</b>
	1	RFP'S & RFQ'S	500	
	2	.	0	
<b>570-3112-500.35-60</b>		<b><u>Contractual Services / Printing</u></b>		<b>\$900</b>
	1	1) MAILINGS & DOOR HANGERS/NOTICES	800	
	2	2) BUSINESS CARDS	100	
	3	.	0	
<b>570-3112-500.40-10</b>		<b><u>Maintenance and Repairs / Buildings</u></b>		<b>\$12,000</b>
	1	1) PUMPING STATIONS: (9 STATIONS)	0	
	2	A) BUILDING UPKEEP	2,500	
	3	B) PAINTING SUPPLIES	1,000	
	4	C) PLUMBING SUPPLIES	2,500	
	5	D) ELECTRICAL RPRS & LOCAL ALARM SYSTEMS	3,100	
	6	2) SEWER INSPECTORS MARKING PAINT	1,100	
	7	3) STRUCTURAL STEEL	500	
	8	4) STEAM CLEANER SUPPLIES	400	
	9	5) LUMBER-BARRICADES,BLOCKING,GRADE STAKES	900	
	10	.	0	
<b>570-3112-500.40-20</b>		<b><u>Maintenance and Repairs / Other Equipment</u></b>		<b>\$88,000</b>
	1	1) PUMPING STATIONS:	0	
	2	A) CONTROLS,RELAYS,PLC I/O CARDS (SCADA SYSTEM)	7,000	
	3	B) REPLACEMENT PUMP PARTS (MOTOR,VFD,SHAFT,	20,000	
	4	IMPELLER,ETC)	0	
	5	2) CONFINED SPACE AIR BLOWERS/SAFETY EQUIPMENT	1,500	
	6	3) CONSTRUCTION EQUIPMENT REPAIRS (STETCO BUCKETS)	1,500	
	7	4) VALVE & PIPE REPLACEMENTS:	0	
	8	A) RIVERSIDE PUMP STATION	5,000	
	9	B) FRANKLIN PUMP STATION	3,000	
	10	5) CONDUIT MAINTENANCE	50,000	
<b>570-3112-500.40-30</b>		<b><u>Maintenance and Repairs / Vehicles</u></b>		<b>\$13,500</b>
	1	1) FLEET SERVICE CHARGES: PARTS*	10,000	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 12</b>		<b><u>Sewer Utility Districting</u></b>		
	2	*VM REVENUE OFFSET	0	
	3	2) SMALL ENGINE PARTS, EQUIPMENT	1,500	
	4	3) PORTABLE PUMP REPAIR	2,000	
	5	.	0	
<b>570-3112-500.40-31</b>		<b><u>Maintenance and Repairs / Veh. Commercial Repairs</u></b>		<b>\$30,000</b>
	1	1) GENERATOR REPAIRS: T-\$5,000	0	
	2	A) CAT GENERATOR REPAIRS: RIVERSIDE ST	1,300	
	3	B) CAT GENERATOR REPAIRS: FRANKLIN ST	1,300	
	4	C) CAT GENERATOR REPAIRS: HOPE LANE	1,200	
	5	D) ONAN GENERATOR REPAIRS: CLAPBOARD RD	1,200	
	6	2) FLEET SERVICES CHARGES: T-\$25,000	0	
	7	*VM REVENUE OFFSET	0	
	8	A) DISTRICTING COMMERCIAL REPAIRS: T-\$10,000	0	
	9	1) GENERAL COMMERCIAL REPAIRS	20,000	
	10	2) LESS 50% SPLIT W/ STORMWATER	-10,000	
	11	ACCT: 571-3140-500-4031	0	
	12	B) DISTRICTING VACTOR SEWER COST: T-\$15,000	0	
	13	*INCL. ANNUAL VACTOR FACTORY SERVICE-TENCO	0	
	14	1) TOTAL VACTOR COST: \$20,000	20,000	
	15	2) LESS 25% SPLIT W/ STORMWATER:	-5,000	
	16	25% * \$20,000	0	
	17	.	0	
<b>570-3112-500.40-32</b>		<b><u>Maintenance and Repairs / Veh. Labor (Internal)</u></b>		<b>\$5,000</b>
	1	1) FLEET SERVICES CHARGES: LABOR	5,000	
	2	*VM REVENUE OFFSET	0	
	3	.	0	
<b>570-3112-500.40-33</b>		<b><u>Maintenance and Repairs / Vehicle Tires</u></b>		<b>\$3,000</b>
	1	FLEET SERVICE CHARGES: TIRES	3,000	
	2	*VM REVENUE OFFSET	0	
	3	.	0	
<b>570-3112-500.45-10</b>		<b><u>Rentals / Land and Building Rentals</u></b>		<b>\$13,342</b>
	1	CM ADD (03/16/16): +\$13,342	13,342	
	2	*MOVED FROM VM IN FY17: 100-3145	0	
	3	.	0	
	4	1) JETPORT LAND LEASE (OUTER CONGRESS STREET)	0	
	5	*DATA COMES FROM JETPORT (RM)	0	
	6	.	0	
<b>570-3112-500.45-20</b>		<b><u>Rentals / Vehicle/Equipment Rental</u></b>		<b>\$20,500</b>
	1	1) TOOLS,PUMPS,OXYGEN & ACETYLENE TANK RENTALS	500	
	2	2) MOWERS & BACKHOE RENTALS-RIGHT OF WAY MAINT	0	
	3	EXCAVATOR, TRAILER, CHIPPER, FORK LIFT	20,000	
<b>570-3112-500.55-10</b>		<b><u>Supplies / Agricultural Supplies</u></b>		<b>\$5,400</b>
	1	1) GRASS SEED, SOD,FERTILIZER, LOAM	3,000	
	2	2) EROSION CONTROL MATS (ROW REPAIR BMP'S)	2,400	
	3	.	0	
<b>570-3112-500.55-20</b>		<b><u>Supplies / Supplies - All Other</u></b>		<b>\$15,900</b>
	1	1) SEWER GREASE REMOVER: 100 GAL * \$80	8,000	
	2	2) ACETYLENE, OXYGEN, NITROGEN	1,500	
	3	3) TRACING DYE, TESTING CHEMICALS	300	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 12</b>		<b><u>Sewer Utility Districting</u></b>		
	4	4) INDUSTRIAL DETERGENT & VEHICLE WASH	900	
	5	5) OIL PADS	1,200	
	6	6) 4 MAGNETIC COVER LIFTING DEVICES	4,000	
	7	.	0	
<b>570-3112-500.55-30</b>		<b><u>Supplies / Construction Supplies</u></b>		<b>\$103,600</b>
	1	1) DRIVEWAY REPAIRS & SEALER - PUMPING STATIONS	1,100	
	2	2) HOT TOP: 115 TONS * \$75	8,625	
	3	3) COLD PATCH: 35 TONS * \$125	4,375	
	4	4) MORTAR & CEMENT: 50 BAGS * \$10	500	
	5	5) MORTAR SAND: 50 YDS * \$10	500	
	6	6) CRUSHED STONE: 150 YDS * \$16	4,800	
	7	7) GRAVEL: 150 YDS * \$14	2,100	
	8	.	0	
	9	% SPLIT WITH STORMWATER (571-3140-500-5530):	0	
	10	(FY16 STORMWATER FUND CHANGE: 570 TO 571)	0	
	11	1) PRECAST TUBS & CONES:	10,000	
	12	-LESS STORMWATER (40%): \$4,000	-4,000	
	13	-SEWER DISTRICTING (60%): \$6,000	0	
	14	2) MANHOLE & CATCH BASIN FRAMES/COVERS (\$21,000):	0	
	15	A) REPLACEMENT COVERS: 50 * \$150	7,500	
	16	B) FRAME & COVERS: 15 * \$900	13,500	
	17	-LESS STORMWATER (40%): \$8,400	-8,400	
	18	-SEWER DISTRICTING (60%): \$12,600	0	
	19	3) CASCO TRAPS: 300 * \$350 = \$105,000	105,000	
	20	-LESS STORMWATER (40%): \$42,000	-42,000	
	21	-SEWER DISTRICTING (60%): \$63,000	0	
	22	.	0	
<b>570-3112-500.55-35</b>		<b><u>Supplies / Cleaning Supplies</u></b>		<b>\$800</b>
	1	JANITORIAL SUPPLIES	800	
	2	.	0	
<b>570-3112-500.55-40</b>		<b><u>Supplies / Fuel - Vehicles</u></b>		<b>\$15,675</b>
	1	1) FUEL CHARGES FROM FLEET:	0	
	2	*VM REVENUE OFFSET	0	
	3	A) DIESEL: 4,000 GAL * \$1.65/GAL	6,600	
	4	B) UNLEADED: 5,500 GAL * \$1.65/GAL	9,075	
	5	.	0	
<b>570-3112-500.55-60</b>		<b><u>Supplies / Minor Equipment</u></b>		<b>\$25,250</b>
	1	1) OTHER MINOR EQUIPMENT:	0	
	2	A) RODDING & JETTING EQUIP:	10,000	
	3	REPLACEMENT HOSES/ASSORTED CLEANING NOZZLES	0	
	4	B) REFLECTIVE CONES & SIGNS	2,000	
	5	.	0	
	6	2) % SPLIT WITH STORMWATER (571-3140-500-5560):	0	
	7	(FY16 STORMWATER FUND CHANGE: 570 TO 571)	0	
	8	A) VARIOUS HAND TOOLS, MASON TOOLS \$6,000	6,000	
	9	-LESS STORMWATER (40%): \$2,400	-2,400	
	10	-SEWER DISTRICTING (60%): \$3,600	0	
	11	B) JACK HAMMER HOSES AND EQUIPMENT: \$1,500	1,500	
	12	-LESS STORMWATER (40%): \$600	-600	
	13	-SEWER DISTRICTING (60%): \$900	0	
	14	C) REPLACE VACTOR HOSE/BOOM PIPING (\$10,000)	10,000	
	15	-LESS STORMWATER (40%): \$4,000	-4,000	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 12</b>		<b><u>Sewer Utility Districting</u></b>		
	16	-SEWER DISTRICTING (60%) \$6,000	0	
	17	.	0	
	18	3) TABLET COMPUTERS: 5 * \$550	2,750	
	19	.	0	
<b>570-3112-500.55-70</b>		<b><u>Supplies / Office Supplies</u></b>		<b>\$4,700</b>
	1	1) PENS,PENCILS,PAPER FOR LARGE FORMAT PRINTER	500	
	2	2) COMPUTER SUPPLIES	1,700	
	3	3) BLANK DVD,S	400	
	4	4) PLASTIC SAMPLING BOTTLES	100	
	5	5) SEWER INSPECTOR FIELD BOOKS & MAP BOOKS	500	
	6	6) PRINTER SUPPLIES/COLOR PRINTER INK SETS	1,500	
	7	.	0	
<b>570-3112-500.63-10</b>		<b><u>Utilities / Gas Service</u></b>		<b>\$0</b>
	1	COMBINED WITH 63-15	0	
<b>570-3112-500.63-15</b>		<b><u>Utilities / Heating Fuel</u></b>		<b>\$4,905</b>
	1	1) GENERATORS:	0	
	2	A) FRANKLIN ST PUMP STATION GENERATOR & HEATING:	0	
	3	NO 2 FUEL OIL: 400 GAL * \$3.75/GAL	1,500	
	4	.	0	
	5	B) HOPE LANE EMERGENCY GENERATOR:	0	
	6	DIESEL: 100 GAL * \$3.35/GAL	335	
	7	.	0	
	8	C) FRANKLIN ST EMERGENCY GENERATOR:	0	
	9	DIESEL: 100 GAL * \$3.35/GAL	335	
	10	.	0	
	11	D) PORTABLE 40KW EMERGENCY GENERATOR SET:	0	
	12	DIESEL: 100 GAL * \$3.35/GAL	335	
	13	.	0	
	14	2) NATURAL GAS:	0	
	15	UNITIL #5120189-5034712	0	
	16	1222 RIVERSIDE ST 04103 (PORTLAND CITY OF)	0	
	17	12 MO * \$100/MO	1,200	
	18	.	0	
	19	3) PROPANE	0	
	20	CURTIS ROAD PUMP STATION:	0	
	21	ENERGY USA ACCT # 13425L	0	
	22	12 MO * \$100/MO	1,200	
	23	.	0	
	24	USED FY15 BUDGET \$	0	
<b>570-3112-500.63-20</b>		<b><u>Utilities / Electricity</u></b>		<b>\$54,265</b>
	1	BUDGET SUMMARY BILL #211-0457012-001:	0	
	2	INCLUDES FOLLOWING PUMP STATIONS:	0	
	3	.	0	
	4	MEDIUM ACCTS:	0	
	5	1) 441-143-8768-011 FRANKLIN/MARGINAL WAY(MED)	26,400	
	6	SUP \$11,946,C \$1,819(207,761 KWH); DEL \$12,278	0	
	7	2) 441-143-9986-011 RIVERSIDE STREET (MED)	20,200	
	8	SUP \$8,832,C \$1,215 (153,600 KWH); DEL \$9,931	0	
	9	3) CONDUIT BACK COVE	1,000	
	10	.	0	
	11	SMALL ACCTS:	0	
	12	1) 441-143-9897-011 CASTINE AVE	740	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 12</b>		<b><u>Sewer Utility Districting</u></b>		
	13	SUPPLY \$211,C \$30 (3,867 KWH); DEL \$446	0	
	14	2) 441-144-0101-011 CLAPBOARD LANE (CURTIS RD)	2,900	
	15	SUPPLY \$1,108,C \$84 (19,262 KWH); DEL \$1,288	0	
	16	3) 441-144-0666-011 PARTRIDGE ROAD	290	
	17	SUPPLY \$26,C \$4 (451 KWH); DEL \$163	0	
	18	4) 441-159-9088-001 LINDEN ST	275	
	19	SUPPLY \$30,C \$3 (514 KWH); DEL \$167	0	
	20	5) 441-167-9713-001 PENNELL AVE	700	
	21	SUPPLY \$223,C \$13 (3,881 KWH); DEL \$369	0	
	22	6) 441-171-5456-001 HOPE LANE	1,460	
	23	SUPPLY \$576,C \$41 (10,013 KWH); DEL \$735	0	
	24	7) 441-183-8996-001 GOWEN RD	300	
	25	SUPPLY \$42, CAP \$3 (724 KWH); DEL \$180	0	
	26	.	0	
	27	**USAGE IS BASED ON RAINFALL AND VARIES YEARLY**	0	
	28	NOT FEASIBLE TO DO A PERCENTAGE INCREASE	0	
	29	.	0	
	30	ACTUALS:	0	
	31	FY15: \$48,558	0	
	32	FY14: \$49,716	0	
	33	FY13: \$47,796	0	
	34	FY12: \$54,850	0	
	35	.	0	
<b>570-3112-500.63-30</b>		<b><u>Utilities / Water and Sewer Charges</u></b>		<b>\$6,300</b>
	1	WATER CHARGES:	0	
	2	.	0	
	3	1) 126552-01 1222 RIVERSIDE ST PUMP STN:	0	
	4	\$500 * 12 MO	6,000	
	5	2) 145856-01 335 FRANKLIN ST PUMP STN:	0	
	6	\$25 * 12 MO	300	
	7	** NO SEWER CHARGES**	0	
	8	.	0	
	9	FY15 ACTUAL \$6,671	0	
	10	FY14 ACTUAL: \$4,723	0	
	11	FY13 ACTUAL: \$4,628	0	
	12	FY12 ACTUAL: \$5,575	0	
	13	FY11 ACTUAL: \$5,050	0	
	14	.	0	
<b>570-3112-500.63-35</b>		<b><u>Utilities / Stormwater charges</u></b>		<b>\$18,674</b>
	1	NEW FY17:	18,674	
	2	CONGRESS ST SLUDGE STORAGE	0	
	3	103 BLUEBERRY RD	0	
<b>570-3112-500.63-40</b>		<b><u>Utilities / Telephone</u></b>		<b>\$560</b>
	1	FAX LINE FOR WASTEWATER	560	
<b>570-3112-500.63-41</b>		<b><u>Utilities / Cellular Phones</u></b>		<b>\$10,740</b>
	1	A) VERIZON WIRELESS AIRCARDS: 6* \$45/MO * 12 MO	3,240	
	2	1) 272-0601: AIRCARC CL TRUCK	0	
	3	2) 650-1492: AIRCARD JS LAPTOP/TRUCK	0	
	4	3) 317-1561: AIRCARD JM TRUCK	0	
	5	4) 650-2117: AIRCARD FR LAPTOP	0	
	6	5) 272-0152: AIRCARD JE LAPTOP	0	
	7	6) NEW AIRCARD FOR FIELD LAPTOP	0	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 12</b>		<b>Sewer Utility Districting</b>		
	<b>8</b>	.	0	
	<b>9</b>	B) DATA PLANS:	0	
	<b>10</b>	1) TABLETS: 4 * \$50/MO * 12 MO:	2,400	
	<b>11</b>	USED BY TEMP FIELD STAFF	0	
	<b>12</b>	2) DATA PLANS FOR 5 NEW TABLETS (NEW FY16):	3,000	
	<b>13</b>	5 * \$50/MO * 12 MO	0	
	<b>14</b>	.	0	
	<b>15</b>	C) CELL PHONES:	1,680	
	<b>16</b>	(1) WASTEWATER SUPERVISOR (JM)	0	
	<b>17</b>	(2) SEWER INSPECTOR 653-4961 (CL)	0	
	<b>18</b>	(3) SEWER INSPECTOR 650-5379 (JS)	0	
	<b>19</b>	(4) SEWER INSPECTOR 653-2932 (FR)	0	
	<b>20</b>	FY17 NOTE: MOVED FROM 3101 TO 3112	0	
	<b>21</b>	.	0	
	<b>22</b>	D) REIMBURSEMENT PLAN:	0	
	<b>23</b>	(1) WASTEWATER COORDINATOR 318-0239 (JE)	420	
	<b>24</b>	FY17 NOTE: MOVED FROM 31011 TO 3112	0	
<b>Division Total: 31 12 Districting</b>				<b>\$1,766,068</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 15</b>		<b><u>Sewer Utility Communications</u></b>		
<b>570-3115-500.01-10</b>		<b><u>Payroll / Salaries and Wages</u></b>		<b>\$51,892</b>
	1	1) FY17 WAGES: 1.0 FTE	51,792	
	2	2) MEAL ALLOWANCE	100	
	3	.	0	
	4	UPDATED PMH 12/17/15	0	
<b>570-3115-500.01-40</b>		<b><u>Payroll / Overtime Payments</u></b>		<b>\$5,752</b>
	1	DISPATCHER COVERAGE (FLOODS, SEWER BACK-UP, ETC):	0	
	2	1) 8 DAYS * 8 HRS * \$37.35 (\$24.90 * 1.5X)	2,390	
	3	2) 30 WKS * 3 HRS * \$37.35	3,362	
	4	.	0	
	5	FY15: \$5,870	0	
	6	FY14: \$1,308	0	
	7	FY13: \$2,167	0	
	8	.	0	
	9	UPDATED PMH 12/17/15	0	
<b>570-3115-500.02-71</b>		<b><u>Benefits / Wearing Apparel</u></b>		<b>\$5,247</b>
	1	1) CONTRACTUAL CLOTHING:	0	
	2	UNIFORM: 1 EMPL * \$375	375	
	3	.	0	
	4	2) SAFETY STIPEND FOR L&T BOOTS AND SUPV PPE:	0	
	5	A) WASTEWATER (3112): 18 * \$175 + 1 * \$240	3,390	
	6	B) SEWER COMMUNICATIONS (3115): 1 EMPL * \$240	240	
	7	.	0	
	8	3) L&T PPE (80% GF, 20% SF)	1,242	
	9	VESTS, HARD HATS, GLOVES, SAFETY GLASSES	0	
	10	97 EMPLOYEES * \$64 = \$6,208	0	
	11	.	0	
	12	UPDATED PMH 12/17/15	0	
<b>570-3115-500.20-20</b>		<b><u>Administrative Services / Travel/Training/Meetings</u></b>		<b>\$100</b>
	1	STAFF MEETINGS/CUSTOMER SERVICE	100	
	2	.	0	
<b>570-3115-500.45-30</b>		<b><u>Rentals / Office Equipment Rental</u></b>		<b>\$1,500</b>
	1	COPIER RENTAL: 12 MO * \$125/MO	1,500	
	2	.	0	
<b>570-3115-500.55-60</b>		<b><u>Supplies / Minor Equipment</u></b>		<b>\$2,542</b>
	1	1) PORTABLE RADIOS: 1 * \$2,017	2,017	
	2	2) BATTERIES: 7 * \$75	525	
	3	.	0	
	4	UPDATED PMH 12/17/15	0	
<b>570-3115-500.55-70</b>		<b><u>Supplies / Office Supplies</u></b>		<b>\$500</b>
	1	DISPATCH SUPPLIES	500	
	2	.	0	
<b>Division Total: 31 15 Communications</b>				<b>\$67,533</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 37</b>		<b><i>Sewer Utility Engineering</i></b>		
<b>570-3137-500.01-10</b>		<b><u>Payroll / Salaries and Wages</u></b>		<b>\$252,739</b>
	1	FY17 WAGES: 3.0 FTE	252,739	
	2	.	0	
	3	CM LVL INCREASE (03/23/16): +\$51,898	0	
	4	A) CHGS IN EE SALARY REIMB FUNDING % TO VARIOUS	0	
	5	.	0	
	6	DR FROM GENERAL FUND: (\$49,754)	0	
	7	2) DR LVL ENG MGR (KE): \$99,509 * 50% = \$49,755	0	
	8	.	0	
	9	B) STORMWATER WAGE REIMBURSEMENT: (\$29,382)	0	
	10	1) PROJ ENGINEER (BP): \$58,765 * 50%	0	
	11	**SEE REVENUE IN 570-3100-395-00-00	0	
	12	.	0	
	13	FY17 NOTES:	0	
	14	(1) SENIOR SURVEYOR RECLASSIFIED TO 3137-430	0	
	15	(2) ASSOC ENGINEERS RECLASSIFIED TO 3137-430	0	
	16	(1) PROJ ENGINEER RECLASSIFIED TO 3137-430	0	
	17	(1) SR ENGINEERING TECH RECLASSIFIED TO 3101-500	0	
	18	(1) SR WATERRESOURCES TECH RECLASSIFIED TO 3101-500	0	
	19	(2) SURVEYORS RECLASSIFIED TO 3137-500	0	
	20	(1) WATER QUALITY TECH RECLASSIFIED TO 3101-500	0	
	21	(1) ADM ASST ELIMINATED	0	
	22	.	0	
<b>570-3137-500.01-40</b>		<b><u>Payroll / Overtime Payments</u></b>		<b>\$8,841</b>
	1	1) NON-PROJECT RELATED EMERGENCIES AND SPECIAL	6,885	
	2	REQUESTS: 6 EE * 30 HRS * \$38.25	0	
	3	2) POLICE DEPT TRAFFIC CONTROL:	1,956	
	4	4 HRS * 12 MO * \$40.74	0	
	5	*ONGOING PWD CSO MONITORING REQUIREMENT	0	
	6	.	0	
	7	FY15: \$1,170	0	
	8	FY14: \$4,214	0	
	9	FY13: \$4,971	0	
	10	FY12: \$8,454	0	
	11	.	0	
	12	UPDATED PMH 12/17/15	0	
<b>570-3137-500.02-71</b>		<b><u>Benefits / Wearing Apparel</u></b>		<b>\$1,640</b>
	1	1) CONTRACTUAL CLOTHING:	0	
	2	A) BOOT ALLOWANCE: 4 EMPL * \$160	640	
	3	(BAR, NS, JP, BP)	0	
	4	2) NON-CONTRACTUAL CLOTHING:	400	
	5	VESTS-GLOVES-HARD HATS-RAIN GEAR	0	
	6	3) OUTER WEAR (BIBS & JACKET): 2 EE * \$300	600	
	7	.	0	
<b>570-3137-500.20-00</b>		<b><u>Administrative Services</u></b>		<b>\$1,500</b>
	1	DUES & MEMBERSHIPS:	0	
	2	1) A.S.C.E. (BAR,NS, B.PEA, JP): 4 * \$250	1,000	
	3	AMERICAN SOCIETY OF CIVIL ENGINEERS	0	
	4	2) MWWCA:	250	
	5	MAINE WASTEWATER CONTROL ASSOC (GROUP RATE)	0	
	6	3) CCTV RECERT (NS)	250	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 37</b>		<b><u>Sewer Utility Engineering</u></b>		
<b>570-3137-500.20-10</b>		<b><u>Administrative Services / Postage and Freight</u></b>		<b>\$100</b>
	1	SHIPPING CHARGES - EQUIPMENT REPAIRS-MONITORS,	100	
	2	SAMPLING	0	
	3	.	0	
<b>570-3137-500.20-20</b>		<b><u>Administrative Services / Travel/Training/Meetings</u></b>		<b>\$6,050</b>
	1	PROFESSIONAL DEVELOPMENT:	0	
	2	(BAR,B.PEA,NS, JP):	0	
	3	1) EPA/DEP SEMINARS: 4 * \$200	800	
	4	2) APWA COURSES/MAINE LOCAL ROADS: 4 * \$200	800	
	5	3) MEWEA COURSES: 4 * \$300	1,200	
	6	4) OSHA HAZ. WASTE (BAR)	250	
	7	5) NEWEA (BR, BP, NS) 4 * \$500	2,000	
	8	6) STORMWATER CONFERENCE 4 * 250	1,000	
	9	.	0	
	10	UPDATED PMH 1/23/16	0	
<b>570-3137-500.20-40</b>		<b><u>Administrative Services / Taxes Licenses Insurance</u></b>		<b>\$11,500</b>
	1	TAXES/LICENSES/INSURANCE:	0	
	2	.	0	
	3	1) PAN AM:	0	
	4	YEARLY LICENSE FEE FOR RAND ROAD DRAIN	300	
	5	2) WASTE DISCHARGE LICENSE - CSO PROGRAM (MEPDES)	1,200	
	6	3) WATER QUALITY IMPROVEMENT FUND - DEP	5,100	
	7	4) PROF ENGINEERS (BAR,NS, BP): 3 EMPL @ \$100 EACH	0	
	8	FY17 "OFF" YEAR	0	
	9	5) IPT (LINKO) SOFTWARE ANNUAL SUBSCRIPTION FEE	0	
	10	FOR 2 COMPUTERS	4,900	
	11	.	0	
<b>570-3137-500.35-00</b>		<b><u>Contractual Services</u></b>		<b>\$5,950</b>
	1	1) LIM/SURVEY:	0	
	2	CUMB COUNTY REGISTRY OF DEEDS (RESEARCH/COPIES)	0	
	3	A) PHYSICAL RESEARCH BILLED BY REGISTER OF DEEDS	0	
	4	EST 300	300	
	5	R.O.W. STORM & SANITARY SEWER RESEARCH	0	
	6	.	0	
	7	2) GENERAL: (SHARED 1/2 W/100-3137)	0	
	8	VAULT FIRE PROTECTION ANNUAL INSPECTION	550	
	9	.	0	
	10	3) EXISTING SUBMETER INSPECTIONS	0	
	11	OUTSIDE HIRED PLUMBING SERVICES:	0	
	12	30 METERS * \$85 PER INSPECTION	2,550	
	13	.	0	
	14	4) NEW SUBMETER INSPECTION	0	
	15	OUTSIDE HIRED PLUMBING SERVICES:	0	
	16	30 METERS * \$85 PER INSPECTION	2,550	
	17	.	0	
<b>570-3137-500.35-10</b>		<b><u>Contractual Services / Advertising</u></b>		<b>\$750</b>
	1	HIRING ADS IN PROFESSIONAL PUBLICATIONS	750	
	2	.	0	
<b>570-3137-500.35-20</b>		<b><u>Contractual Services / Arch and Engineering</u></b>		<b>\$16,500</b>
	1	CM ADD (03/16/16):	0	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 37</b>		<b><u>Sewer Utility Engineering</u></b>		
	2	1) LIM MAPPING SERVICES:	16,500	
	3	*SPLIT COST W/ GF (100) & STORMWATER (571)	0	
	4	.	0	
<b>570-3137-500.35-30</b>		<b><u>Contractual Services / Auto Expense Reimbursed</u></b>		<b>\$200</b>
	1	PERSONAL VEHICLE USE	200	
	2	.	0	
	3	IRS STANDARD MILEAGE RATE: \$0.54 (EFF. 01/01/16)	0	
	4	.	0	
<b>570-3137-500.35-60</b>		<b><u>Contractual Services / Printing</u></b>		<b>\$350</b>
	1	GENERAL BUSINESS CARDS, LETTERHEAD	350	
<b>570-3137-500.40-20</b>		<b><u>Maintenance and Repairs / Other Equipment</u></b>		<b>\$2,500</b>
	1	1) ANNUAL MAINTENANCE & REPAIRS OF:	2,000	
	2	SAMPLERS, FLOWMETERS, AIRBLOWER, GAS DETECTORS,	0	
	3	COMPUTERS,PRINTERS,COPIERS,SCANNERS	0	
	4	2) TWO WAY RADIO REPAIRS:	500	
	5	REPLACEMENT BATTERIES, MIC'S, OTHER REPAIRS	0	
	6	.	0	
<b>570-3137-500.40-30</b>		<b><u>Maintenance and Repairs / Vehicles</u></b>		<b>\$500</b>
	1	FLEET SERVICE CHARGES: PARTS	500	
	2	*VM REVENUE OFFSET	0	
	3	.	0	
<b>570-3137-500.40-31</b>		<b><u>Maintenance and Repairs / Veh. Commercial Repairs</u></b>		<b>\$500</b>
	1	FLEET SERVICES CHARGES: COMMERCIAL REPAIRS	500	
	2	*VM REVENUE OFFSET	0	
	3	.	0	
<b>570-3137-500.40-32</b>		<b><u>Maintenance and Repairs / Veh. Labor (Internal)</u></b>		<b>\$1,000</b>
	1	FLEET SERVICES CHARGES:	1,000	
	2	*VM REVENUE OFFSET	0	
	3	.	0	
<b>570-3137-500.45-30</b>		<b><u>Rentals / Office Equipment Rental</u></b>		<b>\$1,000</b>
	1	COPIER FOR OUTER CONGRESS ST LOCATION	1,000	
	2	.	0	
<b>570-3137-500.55-20</b>		<b><u>Supplies / Supplies - All Other</u></b>		<b>\$200</b>
	1	TRACING DYE, TESTING CHEMICALS	200	
	2	.	0	
<b>570-3137-500.55-40</b>		<b><u>Supplies / Fuel - Vehicles</u></b>		<b>\$41</b>
	1	FUEL CHARGES FROM VEHICLE MAINTENANCE:	0	
	2	UNLEADED: 25 GAL * \$1.65/GAL	41	
	3	.	0	
	4	*VM REVENUE OFFSET	0	
	5	.	0	
<b>570-3137-500.55-50</b>		<b><u>Supplies / Medical Supplies</u></b>		<b>\$200</b>
	1	FIRST AID KIT REFILLS	200	
	2	.	0	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 37</b>		<b><i>Sewer Utility Engineering</i></b>		
<b>570-3137-500.55-60</b>		<b><u>Supplies / Minor Equipment</u></b>		<b>\$5,350</b>
	1	1) VARIOUS HAND & MASON TOOLS, REFLECTIVE CONES &	1,650	
	2	SIGNS, PAINT, CLEANING SUPPLIES, LAB SUPPLIES	0	
	3	2) COMPUTER (NEW FY17)	2,500	
	4	3) 2 IPADS (NEW FY17)	1,200	
	5	.	0	
<b>570-3137-500.55-70</b>		<b><u>Supplies / Office Supplies</u></b>		<b>\$8,100</b>
	1	1) DESIGN (BAR, NS):	0	
	2	GENERAL OFFICE SUPPLIES,STORAGE DVD'S,LABELS	1,200	
	3	2) GENERAL:	0	
	4	A) GENERAL OFFICE SUPPLIES	600	
	5	B) GENERAL COMPUTER SUPPLIES	800	
	6	C) DIGITAL STORAGE MEDIA	500	
	7	3) NEW OFFICE SET-UPS (NEW FY17)	5,000	
	8	.	0	
<b>570-3137-500.63-41</b>		<b><u>Utilities / Cellular Phones</u></b>		<b>\$2,880</b>
	1	1) PHONE REIMBURSEMENTS: \$35 * 12 MOS * 4 EE	1,680	
	2	(BR, NS, PB, JP)	0	
	3	2) 2 DATA PLANS FOR IPADS	1,200	
	4	.	0	
<b>Division Total: 31 37 Engineering</b>				<b>\$328,391</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 55</b>		<b><i>Sewer Utility Debt Service</i></b>		
<b>570-3155-500.35-00</b>		<b><u>Contractual Services</u></b>		<b>\$294,767</b>
	1	1) CURRENT DEBT (PRIOR FY16):	0	
	2	MMBB FEE & DEP FEE: \$272,617	272,617	
	3	*CM LVL CORRECTION (03/15/16): +\$106,006	0	
	4	.	0	
	5	2) FY17 EST BASED ON \$50.0M BORROWING: T-\$22,150	0	
	6	A) BOND COUNSEL, NEW ISSUE	2,300	
	7	C) ISSUANCE COSTS SEWER CIP (17% OF TOTAL)	13,600	
	8	B) MMBB FEE & DEP NEW ISSUE:	6,250	
	9	.	0	
<b>570-3155-500.75-10</b>		<b><u>Debt Service / Interest</u></b>		<b>\$1,452,496</b>
	1	FY17:	0	
	2	1) SEWER INCLUDING SRF:	1,327,496	
	3	*CM LVL CORRECTION (03/15/16): +\$518,963	0	
	4	2) CSO NEW ISSUE	125,000	
	5	.	0	
<b>570-3155-500.75-20</b>		<b><u>Debt Service / Principal</u></b>		<b>\$5,826,943</b>
	1	CM LVL CORRECTION (03/15/16): +\$1,221,951	1,221,951	
	2	.	0	
	3	FY17 (02/23/16):	0	
	4	1) SEWER INCLUDING SRF	4,604,992	
	5	2) CSO NEW ISSUE	0	
	6	.	0	
<b><i>Division Total: 31 55 Debt Service</i></b>				<b>\$7,574,206</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 56</b>		<b><i>Sewer Utility Fringe Benefits</i></b>		
<b>570-3156-500.02-60</b>		<b><u>Benefits / Workers' Compensation</u></b>		<b>\$60,000</b>
	1	FROM HR: OLD ACCOUNTS (EST. 03/01/16):	60,000	
	2	.	0	
	3	HISTORY:	0	
	4	FY16 YTD DEC \$30,066	0	
	5	FY15 \$67,229	0	
	6	FY14: \$58,343	0	
	7	FY13: \$126,381	0	
	8	FY12: \$37,480	0	
	9	FY11: \$16,861	0	
	10	.	0	
<b>570-3156-500.02-80</b>		<b><u>Benefits / Medicare</u></b>		<b>\$23,198</b>
	1	FY17 EST (2/29/2016):	23,198	
	2	.	0	
<b>570-3156-500.02-85</b>		<b><u>Benefits / Pension</u></b>		<b>\$381,625</b>
	1	FY17 EST: T-\$	0	
	2	.	0	
	3	1) FY17 PENSION (02/29/2016)	163,147	
	4	.	0	
	5	2) FY17 IUUAL PENSION BOND UNFUNDED (CAR 01/05/16)	218,478	
	6	.	0	
	7	*SEE FRINGE BENEFIT REIMB FOR STORMWATER REIMB:	0	
	8	.	0	
<b>570-3156-500.02-95</b>		<b><u>Benefits / Health Insurance</u></b>		<b>\$435,169</b>
	1	FY17 EST (02/29/2016):	435,169	
	2	.	0	
<b>570-3156-500.20-30</b>		<b><u>Administrative Services / Indirect Costs</u></b>		<b>\$400,118</b>
	1	FY17 CHARGEBACK FOR INDIRECTS (03/01/16):	0	
	2	CITY MANAGER	59,800	
	3	FINANCE	70,445	
	4	TREASURY	43,624	
	5	IT	142,417	
	6	HR	49,386	
	7	LEGAL	34,446	
	8	.	0	
<b>570-3156-500.50-10</b>		<b><u>Insurance / Gen'l Liability Insurance</u></b>		<b>\$833</b>
	1	FY17 ESTIMATE (02/26/16):	0	
	2	1) BUILDINGS & CONTENTS:	665	
	3	(FY16: \$633; FY15: \$603; FY14 \$600; FY13: \$602	0	
	4	2) CRIME BOND:	168	
	5	(FY16-\$160; FY15: \$162; FY14: \$99; FY13: A-\$99	0	
	6	.	0	
	7	*BASED ON LIABILITY FY16 REVENUE EST (100-6204)	0	
	8	.	0	
<b>570-3156-500.50-20</b>		<b><u>Insurance / Workers' Compensation</u></b>		<b>\$25,000</b>
	1	FY17 CHARGEBACK ESTIMATE (W/ CWK 03/01/16):	25,000	
	2	MEDICAL CLAIMS, LEGAL, VOC. & ADMIN COSTS	0	
	3	.	0	
	4	HISTORY:	0	

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 56</b>		<b>Sewer Utility Fringe Benefits</b>		
	<b>5</b>	FY15 \$29,096	0	
	<b>6</b>	FY14: \$21,020	0	
	<b>7</b>	FY13: \$45,254	0	
	<b>8</b>	FY12: \$61,967	0	
	<b>9</b>	FY11: \$12,752	0	
	<b>10</b>	.	0	
<b>Division Total: 31 56 Fringe Benefits</b>				<b>\$1,325,943</b>

FY17 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
<b>570 31 58</b>		<b><i>Sewer Utility PWD Assessment</i></b>		
<b>570-3158-500.20-00</b>		<b><u>Administrative Services</u></b>		<b>\$11,648,004</b>
	<b>1</b>	FY17 (01/11/16):	0	
	<b>2</b>	1) JULY-DEC 2016: \$942,395 * 6 MO	5,654,370	
	<b>3</b>	2) JAN-JUNE 2017: \$998,939 * 6 MO	5,993,634	
	<b>4</b>	.	0	
	<b>5</b>	PWD CONTACT: DAVID KANE 774-5961(1)	0	
	<b>6</b>	*BASED ON PWD PROJECTIONS (JLR W/ DAVE: 01/11/16)	0	
	<b>7</b>	.	0	
	<b>8</b>	2017 PROJ INCREASE: 6.0%	0	
	<b>9</b>	2016 INCREASE: 2.9817%	0	
	<b>10</b>	.	0	
<b><i>Division Total: 31 58 PWD Assessment</i></b>				<b>\$11,648,004</b>
<b>Department Total: 31 Public Works</b>				<b>\$23,587,595</b>

CITY OF PORTLAND, MAINE  
 PROJECT REPORT  
 SEWER- CIP PROJECTS

PROJECT	PTD BUDGET	PTD TOTAL	ENCUMBRANCE	PTD BALANCE
C07505 CSO Prelim Eng	30,599.00	29,286.39	1,312.61	658,911.19
C09005 Sewer Unallotted CIP		658,911.19-		99,795.35
C09502 Moody/Wilson Storm Drain	175,000.00	714,159.02-	789,363.67	756.00-
C09503 High/York Sewer Separatio		756.00		13,570.09
C09504 Pump Station Rehab		109,048.50-	95,478.41	160,000.00
C09505 Somerset Sewer Elm/Hanove		160,000.00-		57,877.81
C09506 Baxter Woods Detention Pd		60,000.00-		60,000.00
C09507 Penrith Road Erosian Rep		198,722.00		4,315.00-
C10501 Outer Forest Ave Ext MDOT		114,503.29		575,496.71
C13501 Deering Street Wastewate		658,449.25	59,508.16	4,957.41-
C13502 Sewer System Assessment				12,000.00
C13504 Riverside Pump Station Gr				
C14501 Sewer Replace Mountfort				
C14502 Sewer Replace O'Brion				
C14503 Sewer Re-lining				
C14504 Strmwtr Outfall Rockland				
C14505 Culvert Replace Washingto				
C14506 Wash Station Vehicle				
C15005 Sewer Unallotted CIP				
C15501 CMOM Sewer System Renew				
C15502 Capisic Bk Storm Treatmt				
C15503 Capisic Pd Dredging				
C16501 Water resource relocation				
C16502 Capisic Pond Improvements				
C16503 CMOM Sewer System Renewal				
C16504 CMOM Pump Station Rehab				
C16505 Rowe Ave Sewer Separation				
C16506 Stormwater Storage Sagamo				
C16507 Gravel Wetland Capisic				
C16508 Dump Truck Replace				
C16509 Dump Truck Replacement				
C16510 Street Sweeper Replacemen				
C16511 CCTV Truck New				
C17005 Sewer Unallotted CIP				
C17501 CSO Comp Madison Walnut				
C17502 CSO Comp Marginal/Forest				
C17503 CSO Comp Deering Oaks				
C17504 CSO Comp Woodfords/Hershe				
C17505 CSO Back Flow Prevention				
C17506 CMOM Sewer System Renewal				
C17507 CMOM Pump Station Rehab				
C17508 CMOM Inflow & Infiltratio				
C17509 O&M Reloc Outer Congress				
C17510 SW Infra Failure Repairs				
C17511 Rand Rd Culvert Emery Dri				
C17512 PACTS Danforth St Paving				
C17513 MDOT Art Pav Riverside				
C17514 MPI Paving Program				
C17515 Street Sweepers Replaceme				
C17516 Refurb Backhoe 5100				
C17517 Catch Basin Vehicle 3127				
C17518 ROW Clearing Machine				
C17519 Water Resources Van				

PROJECT	PTD BUDGET	PTD TOTAL	ENCUMBRANCE	PTD BALANCE
CI17520 1 Ton Crew Cab PU Replace	40,000.00		48,120.00	8,120.00-
CI17521 3/4 T Ext Cab PU 2513	38,000.00	41,000.00		3,000.00-
	=====	=====	=====	=====
GRAND TOTALS	23,501,152.00	3,753,955.81	1,545,685.26	18,201,510.93

55 PROJECTS