



January 27, 2016

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 and CMOM
Self Evaluation, City of Portland ME Reporting Period:
1/1/15 – 12/31/2015
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 January 1, 2015 to December 31, 2015; according to the requirements of the Administrative Order Implementation Schedule. Additionally, this year we are submitting the USEPA, NE; Wastewater Collection System CMOM Program Self-Assessment Checklist. The attached reports were prepared in collaboration with members of my staff and Barry Sheff, P.E., Senior Vice President with Woodard & Curran. 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; contracts awarded for 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 (I/I), easement maintenance program and projected measures going forward.

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, assessments of the City's stormwater infrastructure and very recently established a new stormwater utility fee to better account and bill rate payers for the cost to maintain the City's stormwater management and operations program.

Should you have any questions or need further information, do not hesitate to contact me, Nancy Gallinaro, Water Resources Manager at 207-874-8801 or Barry Sheff of Woodard & Curran at 207-558-3667.

Sincerely,

A handwritten signature in cursive script that reads "Nancy E. Gallinaro".

Nancy E. Gallinaro
Water Resources Manager

CC: Jon Jennings, City of Portland, City Manager
Anita LaChance, City of Portland, Deputy City Manager
Bob Leeman, City of Portland, Interim 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
Brad Roland, City of Portland, Senior Project Engineer
Stuart Rose, MaineDEP WQM-Southern Region
Michael Wagner, Senior Enforcement Counsel, USEPA

Via Electronic Mail

January 27, 2016



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 2015 Annual Report, City of Portland ME
Reporting Period: 02/01/2015 – 12/31/2015
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", Woodard & Curran (W&C), on behalf of the City of Portland (City), is hereby submitting this CMOM Program Implementation Annual Report. This is the City's second Annual Report, which includes CMOM Program Implementation activities completed during the reporting period beginning February 1, 2015 and extending through December 31, 2015.

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, 2015, we have organized this Annual Report to be consistent with the sections of the Order, as outlined below:

Table 1: Compliance Activities

Administrative Order Ref.	Description	Status
IV.2.	Corrective Action Plan Related Contracts	Addressed
IV.2.a.	Summary Listing of all SSOs	Addressed
IV.2.b.	Activities Implemented 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 CONTRACTS



The City has completed significant efforts to resolve deficiencies identified in the CMOM Corrective Action Plan and to reduce unauthorized overflows, spills, and releases from the City's collection system. In addition to the specific requirements summarized in Table 1 and documented elsewhere in this letter, the City has executed and is in the process of executing contracts for Corrective Action Plan related work, as described below.

On July 28, 2013, the City entered into an Agreement with Campbells Electric Inc to complete the upgrade to the standby power connection at the Castine Pump Station. This work was completed in accordance with the Short-Term Pump Station Renewal timeline of the approved Corrective Action Plan Implementation Schedule. While this corrective action work was completed in 2013, it was inadvertently not reported to Woodard & Curran prior to the issuance of the final CMOM Assessment and Corrective Action Plan or to EPA with the 2014 Annual Report.

On June 6, 2014, the City entered into an Agreement with Layne Liner, LLC, for work associated with the 2014 Sewer Rehabilitation Program – CIPP. The work included performing CCTV inspections of sewer pipe, approximately 1,763 linear feet of which was completed in 2015.

On January 20, 2015, the City entered into an Agreement with Environmental Systems Research Institute, INC (ESRI), to migrate their existing sanitary (and stormwater collection) GIS asset data to ESRI's Local Government Information Model (LGIM). As described in Order Section IV.2.C – Collection System Mapping herein, the LGIM effort includes updated editing workflows, improved editing tools, and automation of attribute fields and will also provide the mechanism for the City to assign unique identifiers to its collection system assets, in accordance with the Operations and Maintenance Recommendations of the approved Corrective Action Plan Implementation Schedule.

On February 27, 2015, the City entered into an Agreement with Kingsbury Companies, LLC, for the construction of the York and High Streets Sewer Separation. The project included the installation of approximately 445 LF of 36- to 48-inch mainline storm drain pipe and associated manholes, T-bases, catch basins, and storm drain laterals, and a new 48-inch diameter storm drain outfall. The project was completed in the early fall of 2015 to remove stormwater from the sewer system, which will help reduce the occurrence of SSOs at the York, High, Commercial Street intersections.

On March 19, 2015, the City entered into an Agreement with National Water Main Cleaning Company, for the 2015 Condition Assessment of the City's Sewer System. The National Water Main Cleaning Company performed CCTV inspections of approximately 50,319 linear feet of sewer main and sewer manhole inspections, in addition to cleaning, grinding of protruding service connections, root cutting, and disposal. All sewer mains and manholes were rated using Pipeline Assessment and Certification Program (PACP), Manhole Assessment & Certification Program (MACP), and Lateral Assessment & Certification Program (LACP), as developed by the National Association of Sewer Service Companies (NASSCO), for integration into the City's GIS/CMMS database. As described in the letter sent to Alex Rosenberg on July 14, 2015, due to numerous equipment, scheduling, and staffing failures, National Water Main Cleaning Company was unable to fulfill the full contract amount of 87,124 linear feet of sewer main and 370 manholes. As a result, the City was only partially able to meet the annual assessment requirements associated with the approved CMOM Corrective Action Plan Implementation Schedule, Operations & Maintenance Recommendations item 1.

On July 20, 2015, the City entered into an Agreement with Infrastructure Technologies, LLC, for the installation, configuration, testing, setup, and training of sewer system assessment software. As described in Order Section IV.2.C – Collection System Mapping herein, the software, ITpipes, will be utilized for in-



house CCTV data collection, and includes an office and standard mobile inspection package with an add-on module for manhole inspection.

On July 21, 2015, the City entered into an Agreement with RE Coleman, Inc, for the construction of the Deering Street Sewer Separation as part of the City's Tier III CSO program. The project includes the installation of approximately 1,800 LF of mainline storm drain pipe and associated manholes, 1,550 LF of sanitary sewer piping and associated manholes, catch basins and storm drain laterals, and new sanitary sewer laterals. The project is currently under construction; final completion is scheduled for July 1, 2016. This work will also help reduce SSOs at the Park and Mellon intersection by removing 13 acres of impervious area from the sewer system.

On October 7, 2015, the City entered into an Agreement with T. Buck Construction, Inc, for the construction of pump station upgrades, as described previously in the Annual Report submitted to EPA on February 27, 2015 as FY2015 CMOM Pump Station Renewal projects. The work involves upgrades associated with seven pump stations located throughout the City and identified under Short-Term Renewal Projects within the CMOM. The upgrades include Riverside Street MCC and pump replacement, Castine Avenue CSO backflow prevention, and inflow reduction and wetwell fall protection at Riverside Street, Curtis Road, Castine Ave, Ashmont Street, Franklin Street, Riverton Drive, and Partridge Road. This work will be completed in accordance with the Short-Term Pump Station Renewal timeline of the approved Corrective Action Plan Implementation Schedule.

On October 27, 2015, the City entered into an Agreement with Ted Berry Company, INC, for the 2016 Condition Assessment of the City's Sewer System. The work includes performing CCTV inspections of approximately 87,000 linear feet of sewer main (~ 7% of the collection system) varying from six inches to 72-inches in diameter and approximately 400 sewer manholes (~ 6% of the manholes in the system), in addition to cleaning, grinding of protruding service connections, root cutting, and disposal. All sewer mains and manholes will be rated using NASSCO PACP, MACP, and LACP. The final reports and database are scheduled for delivery on June 30, 2016, at which time the NASSCO ratings will be integrated into the City's GIS/CMMS database. This annual assessment work is being completed in accordance with the Operations and Maintenance Recommendations of the approved Corrective Action Plan Implementation Schedule

Copies of the readily available contracts 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, including dry- and wet-weather Combined Sewer Overflow (CSO) outfall discharges that have occurred since February 1, 2015 and through December 31, 2015.

During this period, there was one documented SSO event, one documented dry-weather CSO event, and five documented wet-weather CSO events; all of the wet-weather CSO events have previously occurred in the same location as a prior overflow event. 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	Source	Cause	Volume Released and Method to Estimate	MS4 Impact	Surface Water Impact	Volume Released to MS4 or Surface Water and Method to Estimate	Corrective Measures	DEP Reporting Date	Last Event – Same Location
3/20/15 Time and duration not documented	Woodford Street	Not documented	Roots and concrete obstructions	No estimate	None	None	None	The system was rodded and cleaned and the surcharge relieved. System was televised on March 23, 2015, to ensure cleaning was effective. Performed weekly system inspections and added main segment to semi-annual rodding trouble list. Segment may need to be re-lined in the near future.	3/20/15	None known
4/21/15 2:00; Duration was less than 1 hour	Manhole Maple – Commercial Street Intersection	Not documented	Intense rainfall event surcharged the upstream system	No estimate	Overflow ran down Maple Street and found its way to the flooded area of Commercial at Maple Street. Two downstream catch basins collected most of the flow. No floatables or debris were observed.	Casco Bay	None recorded	Cover was replaced just after 3:00 and the downstream system was inspected for in pipe restrictions. No restrictions were evidenced. Separation in the York/High drainage area will hopefully mitigate the system capacity issues.	4/21/15	10/16/14
5/28/15 16:00; Duration less than 20 minutes	Manholes York Street – Park Street Intersection	Not documented	Intense rainfall event surcharged the York Street system	No estimate	Overflow ran down the curb line of York Street and found its way to catch basins at Commercial Street- High Street. The flow was primarily high flow rainfall oriented and, as such, no floatables or debris was observed.	Casco Bay	None recorded	Covers were replaced and the downstream system was inspected for in pipe restrictions. No restrictions were evidenced. A downstream separation project (Commercial – High) will hopefully help to mitigate overflow frequency.	5/29/15	8/13/14
5/28/15 From discovery at 16:00 through 18:00 on 5/28	Combined Sewer Manhole Deering Avenue – Park Avenue Intersection	Not documented	Heavy rain event	No estimate	None observed. Flow and street flooding was intense, but no signs of wastewater orientated debris.	Not documented	None recorded	Cover was reset. The system was televised for obstructions, but none was found. Pipe capacity appears to be insufficient to carry the short duration, intense rainfall events.	6/1/15	6/13/14
5/30/15 From discovery at 20:45 through 22:00 on 5/30	19 Country Lane	Not documented	Grease and debris in manhole invert	No estimate	Released to the street	None	Unknown	Cleaned the surface of the invert and removed obstructions. Location added to grease trouble priority cleaning list.	6/1/15	None known
6/23/15 11:00; Duration was less than 30 minutes	Manhole Maple – Commercial Street Intersection	Not documented	Intense rainfall event surcharged the upstream system	No estimate	Overflow ran down Maple Street and High Street and found its way to the flooded area of Commercial at Maple Street. Several downstream catch basins collected most of the flow. No floatables or debris were observed.	Casco Bay	None recorded	Cover was replaced just after 11:30 and the downstream system was inspected for in pipe restrictions. No restrictions were evidenced. Separation in the York/High drainage area will hopefully mitigate the system capacity issues.	6/24/15	4/21/15
9/30/15 11:00-12:00	16 Manhole Locations	Not documented	Flash rain event	No estimate	None observed. Flow and street flooding was intense, but no signs of wastewater orientated debris.	Not documented	None recorded	Blown covers were barricaded and reset once the heavy rains subsided.	9/30/15	None known

*Copy of the MaineDEP Non-Compliance Discharge Incident Reports, as prepared by the City are attached in **Appendix B**.



ORDER SECTION IV.2.B – ACTIVITIES TO MEASURE EFFECTS TO COMPLY

The City has worked diligently during 2015 to comply with the Order.

In June of 2015, the Department completed an exhaustive effort to evaluate and compile a Clean Water Act (CWA) Needs Calendar for the Water Resources Management Division using Microsoft Project, documenting the needs associated with the City's CWA regulatory obligations. This process broke the Division's needs into tasks in three categories including Administration, Funding and Finance; Programs; and Capital Projects. For each Task, the City identified a start and end date, lead / responsible party within the City, and resources. In July of 2015, the City implemented Microsoft Project enterprise-wide and work is ongoing on updating and tracking Tasks relative to their compliance dates.

As described in Order Section IV.2.C – Collection System Mapping herein, the City has been collaborating with ESRI to update its GIS and system mapping for conversion into the ESRI ArcGIS LGIM. This effort will result in updated editing workflows, improved editing tools, automation of attribute fields, and unique asset identifiers, which will allow the City to track maintenance activities and operational performance by asset.

As described in Order Section IV.2. – Corrective Action Plan Related Contracts herein, the CCTV data and NASSCO ratings provided by the National Water Main Cleaning Company and Ted Berry Company in 2015 will be incorporated into the City's GIS/CMMS. As described in Order Section IV.2.C – Collection System Mapping herein, the ITpipes software currently being installed will allow the City to seamlessly transfer CCTV data to their GIS system and Cityworks, in addition to generating reports that will help the City identify where the highest priority assets are located in order to improve the repair and replacement process. This software will also be installed on the City's new CCTV truck for in house capability, which is scheduled to be delivered in the late spring/early summer of 2016.

Upon completion of the LGIM conversion work, the installation of the ITpipes software, and the training of staff, Cityworks and GIS can better be utilized to track compliance activities and measure the effectiveness of the City's operational performance.

ORDER SECTION IV.2.C – COLLECTION SYSTEM MAPPING

The City has been collaborating with ESRI to update its GIS and system mapping for conversion into the ESRI ArcGIS LGIM. In 2015, the City of Portland contracted with ESRI to migrate their existing sanitary (and stormwater collection) system assets to ESRI's LGIM. The LGIM effort includes updated editing workflows, improved editing tools, and automation of attribute fields. Using an ESRI add-in tool called Attribute Assistant, the City can assign unique asset identifiers when a new asset is created for collection system structures (manholes, diversion structures, outfalls, hydrobrakes, etc.). These unique identifiers will be used in Cityworks to begin to create asset-based workorders, which will allow the City to be able to track maintenance activities and operational performance by asset. The Corrective Action Plan Implementation Schedule requires that unique identifiers be incorporated into the CMMS by July 1, 2016; this work has been completed ahead of schedule. The City has completed the bulk of the work for the LGIM data conversion. The City's data is now part of a geometric network that will allow for flow modeling in the future. The City will continue to identify areas of improvement and work with ESRI when necessary.

In November of 2015, the City began its installation of ITpipes, which is a pipe inspection solution that will allow the City to seamlessly transfer CCTV data to their GIS system and Cityworks, in addition to generating reports that will help the City identify where the highest priority assets are located in order to



improve the repair and replacement process. The ITpipes software will be installed on office workstations for GIS data analysis and report generating, and will also be installed in City CCTV trucks. The City is currently in the process of training their operators and analysts on how the ITpipes software integrates with GIS and Cityworks. The City expects this process to be completed by June of 2016.

The City has also been continuing to implement the workflow initiated as part of its contracted and in-house CCTV work, whereby discrepancies identified in the field by CCTV crews will be communicated to the City for updates in the GIS. The City has set up an interactive web map using ArcGIS Online, which allows CCTV crews to note discrepancies on a web map. The City's Asset Manager can see these discrepancies in real time and can take the appropriate action to resolve the issues. This workflow will continue to be utilized moving forward and will continue to increase the accuracy of the City's collection system map.

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 FY16 Sewer Enterprise Fund Operations & Maintenance Budget and Capital Budget from the City's operating "Sewer Fund" budgets, for the period beginning July 1, 2015 through June 30, 2016. 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 FY16 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 Division also recently submitted its FY17 budget, which includes \$750,000 in funding for FY17 to complete Phase I of the City's VI Program and we also have requested \$260,000 in funding for FY18 and \$790,000 in funding for FY19 for Phase II of the Program, with the intent to complete the work in accordance with the Operations and Maintenance Recommendations of the approved CMOM Corrective Action Plan Implementation Schedule.

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 2015, the City identified several compromised right-of-ways for maintenance, including Virginia Carter, Fall Brook, West Side Interceptor, and Hillside/Fore River Interceptor right-of-ways. Work orders were generated with the intent for maintenance to be performed; however, human resources were not available and the activities were not completed. However, easement maintenance was conducted as part of CSO mitigation work on a segment of pipe within the Capisic Brook right-of-way in 2015. Two right-of-ways were also cleared along the Fore River Interceptor.

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 July 1, 2016:

- As described in Order Section IV.2. – Corrective Action Plan Related Contracts herein, the CCTV work conducted by the National Water Main Cleaning Company and Ted Berry Company in 2015 will be NASSCO rated and incorporated into the City's GIS/CMMS;
- As a result of the ESRI ArcGIS LGIM conversion work described in Order Section IV.2.C – Collection System Mapping herein, the City will assign unique individual asset identifiers for collection system structures (manholes, diversion structures, outfalls, hydrobrakes, etc.) in the CMMS program to track maintenance activities and operational performance;
- City will finalize the CMMS program implementation for both the collection system and pump station assets;
- City's post-2010 collection system CCTV and other inspection data will be assigned PACP and MACP scores, and uploaded to the CMMS database; and
- City's FOG Program will be implemented and in full effect on July 1, 2016.

The City will begin incorporating metering and modeling data from past and future City and Portland Water District projects into SWMM 5.0 as part of the City's I/I Program.

Beginning July 1, 2016, the City will update the asset risk analysis and renewal planning priorities, and submit the results of that effort to EPA and MEDEP with the 2016 Annual Report, due January 31, 2017.

The City's new CCTV truck is scheduled to be delivered in the late spring/early summer of 2016. This truck will be equipped with the ITpipes software for in house capability, as described in Order Section IV.2.C – Collection System Mapping herein. The City is currently in the process of training their operators and analysts on how the ITpipes software integrates with GIS and Cityworks. The City expects this process to be completed by June of 2016. The City intends to develop Standard Operating Procedures and Work Flows to document the processes that will be followed.

In addition, the City will initiate Phase I of the I/I Program in the spring of 2017.

As described in Order Section IV.2.F. – Easement Maintenance Program above, the City will continue to make efforts to complete the maintenance of the Virginia Carter, Fall Brook, West Side Interceptor, and Hillside/Fore River Interceptor right-of-ways by conducting legal research on the deeds associated with these areas. The City has requested budget for new equipment and staff to complete this maintenance work in FY16 and will focus efforts on the Fall Brook right-of-ways.



As described in the letter sent to Alex Rosenberg on December 18, 2015, the City has recognized the need to modify its plans for implementing the recommended staffing and organizational framework to one that has been evolving over the last two fiscal years. The City is working toward completing the organizational framework by FY18, as outlined in the aforementioned letter.

In addition, in the coming year the City will be initiating design efforts to complete the Short Term Collection System Renewal Projects in accordance with the approved CMOM Corrective Action Plan Implementation Schedule; it is anticipated that the organizational framework necessary to accomplish this work will be in place by FY17. The City is utilizing in-house staff to complete the design associated with the Mountfort Sewer Replacement and O'Brien Sewer Replacement projects in accordance with the Short Term Collection System Renewal Projects of the approved CMOM Corrective Action Plan Implementation Schedule.

SUMMARY

We appreciate the opportunity to have submitted this CMOM Program Implementation Annual Report for the period ending December 31, 2015. We would be pleased to work with EPA, on behalf of the City of Portland, to answer any questions pertaining to this Annual Report.

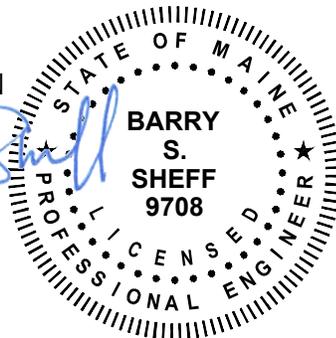
Should you have any questions, comments or need any additional information, please do not hesitate to contact me directly by phone at 207-558-3667. The point of contact with the City of Portland Department of Public Works is Nancy Gallinaro, Water Resources Manager and she can be reached at 207-874-8817.

Sincerely,

WOODARD & CURRAN

A handwritten signature in blue ink that reads "Barry S. Sheff".

Barry Sheff, P.E.
Senior Project Manager



BSS/aea

Attachment(s)

cc: Jon Jennings, City of Portland, City Manager
Anita LaChance, City of Portland, Deputy City Manager
Bob Leeman, City of Portland, Interim 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
Brad Roland, City of Portland, Senior Project Engineer
Stuart Rose, MaineDEP WQM-Southern Region
Michael Wagner, Senior Enforcement Counsel, USEPA

PN: 229522.11

CAMPBELLS ELECTRIC

INC BOX 1834
 PORTLAND, ME 04104
 207-854-8185

Invoice

DATE	INVOICE #
7/28/2013	12750

BILL TO
City of Portland John Emerson 389 Congress Street Portland, Maine 04101

	P.O. NO.	TERMS	PROJECT
	H76683	Due on receipt	
DESCRIPTION	QTY	RATE	AMOUNT
Replace the generator receptacle at Castine Ave.			
Crouse Hinds 100 Amp 4 Pole 4 Wire Pin & Sleeve Housing and Cap	1	561.98	561.98
Crouse Hinds Angle Adapter	1	155.75	155.75
Labor-Stephen	1.5	59.00	88.50
Labor-Thomas	1.5	59.00	88.50
FINANCE CHARGE OF 1.5% CHARGED ON ALL OVERDUE BALANCES. Due Upon Receipt		Total	\$894.73

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
LAYNE INLINER, LLC**

THIS AGREEMENT is entered into this 6th day of June, 2014, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the "CITY"), and **LAYNE INLINER, LLC**, an Indiana limited liability company with a mailing address of 195A Norridgewock Road, Fairfield, Maine 04937 (hereinafter the "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the **CITY** is in need of sewer rehabilitation services and did advertise for Request for Bids #6314 entitled "2014 Sewer Rehabilitation Program - CIPP" and

WHEREAS, the **CONTRACTOR** has the requisite knowledge and technical ability to perform the required services and has submitted a proposal dated May 7, 2014 for the provision of such services; 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 Bid issued to the Contractors under date of April 15, 2014 by the Purchasing Manager of the City of Portland, and also in accordance with the **CONTRACTOR's** Proposal dated May 7, 2014.

A copy of said Request for Bids and the **CONTRACTOR's** Proposal are attached hereto as Exhibit A and Exhibit B respectively, and are hereby made a part hereof. 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 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. 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 by October 30, 2104. 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, the **CITY** will pay the **CONTRACTOR** Nine Hundred Fifty Thousand Three Hundred Eleven Dollars (\$950,311.00).
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

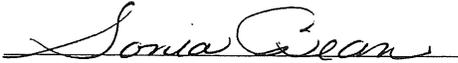
receipt of an invoice and acceptance of the Work by the Director of Public Services or designee.

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 hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

Signatures follow on the next page.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be signed and sealed by Mark H. Rees, its City Manager, thereunto duly authorized, and LAYNE INLINER, LLC has caused this Agreement to be signed and sealed by Mark Harris, its Vice President, thereunto duly authorized, the day and date first above written.

WITNESS:



CITY OF PORTLAND

By:

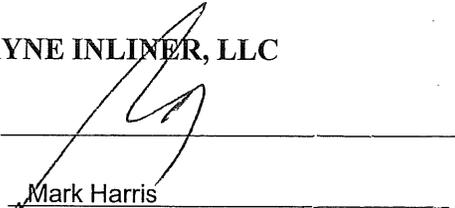

Mark H. Rees
Its City Manager

WITNESS:


Jenna Luz, Administrative Assistant

LAYNE INLINER, LLC

By:

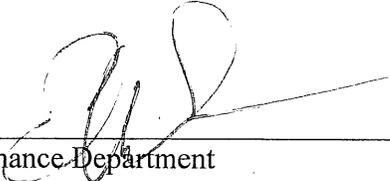

Print or type name: Mark Harris

Its: Vice President

Approved as to form:


Corporation Counsel's Office

Approved as to funds:


Finance Department



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

P.O. # 040056
 Date: 02/03/15

ENVIRONMENTAL SYSTEMS RESEARCH
 INSTITUTE INC
 380 NEW YORK STREET
 REDLANDS, CA 92373

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

VENDOR #
 738

DELIVER BY	SHIP VIA	TERMS
04/20/15		NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
FRED SOUZA	KAREN MARSTON	PMH (FUTIA)

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
	57031125003500			3611/25/14	

LINE #	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	26268.00	EA	LGIM DATA MIGRATION CONSULTING SERVICES	1.0000	26268.00
				SUB-TOTAL	26268.00
				TOTAL	26268.00
REMARKS: Per your written quote #P14-13462 dated 11-11-14, and contract dated 01-20-15. Please coordinate work with Justin Futia, 207-874-8009.					

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

[Handwritten Signature]
 AUTHORIZED SIGNATURE

**AGREEMENT BETWEEN
THE CITY OF PORTLAND
AND
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**

THIS AGREEMENT is entered into this 20th day of January, 2015, by and between the **CITY OF PORTLAND, MAINE**, a body politic and corporate (hereinafter the “**CITY**”), and **ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.**, a California corporation with a mailing address of 380 New York Street, Redlands, California 92373-8100 (hereinafter “**Esri**”).

WITNESSETH:

WHEREAS, the **CITY** has a need for software updates and wastewater and stormwater geodatabases data migration for its Global Information System; and

WHEREAS, pursuant to section 2-303 of the City’s Code of Ordinances, the Acting City Manager has made a written finding that **Esri** is the sole source of the services to be provided under this agreement, a copy of which written finding is attached as Exhibit A and made a part hereof; and

WHEREAS, the **CITY** requested, and **Esri** submitted, a proposal dated November 11, 2014 for the price for providing the required services (the “Proposal”), which services are more fully described in the Proposal, the Implementation Services Time and Materials Addendum, and the Time and Materials Rate Schedule, copies of which are attached as Exhibit B and made a part hereof; and

WHEREAS, **Esri** has the requisite knowledge and technical ability to perform the required services set forth in the Proposal; and

WHEREAS, after due consideration, the **CITY** decided to award this contract to **Esri**.

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

1. Except as amended in section 2, **Esri** will provide consulting support (hereinafter the “Services”) in accordance with **Esri’s** Proposal.
2. 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 Agreement and the Proposal then this document shall govern.

The Parties agree to amend the Implementation Services Time and Materials Addendum as follows:

Article 6. Limitation of Liability and Exclusive Remedy: The two paragraphs are deleted in their entirety and replaced with the following paragraphs:

- (a) **Disclaimer of Certain Types of Liability.** In no event will either party be liable to the other party for costs of procurement of substitute goods or services; or for any indirect, incidental, special or consequential damages of any type whatsoever, including, without limitation, lost profits, lost sales or business expenditures; investments; or commitments in connection with any business, loss of any goodwill arising out of or relating in any manner to this Agreement, the termination of this Agreement or the performance or nonperformance of either party’s respective obligations under this Agreement, whether under a contract, tort or any other theory of liability, even if the other party is aware of the possibility of such damages.
- (b) **General Limitation of Liability.** In no event will either party’s total cumulative liability arising out of or related to this Agreement or use of the Services Output, from all causes of action of any kind, including, but not limited to, contract, tort (including negligence), strict liability, breach of warranty, misrepresentation, or otherwise, exceed the amounts paid to Esri by Customer for the Services Output from which the liability directly arose. The foregoing limitation will not apply to either party’s infringement or misappropriation of the other party’s intellectual property or breach of confidentiality obligations or Customer’s obligations under Article 2. Ownership and Grant of License. Nothing in this article is intended to limit Esri’s liability under the indemnification provision set forth below.

Article 9.7 of the Implementation Services Time and Materials Addendum is deleted in its entirety.

Article 9.6 Governing Law of the Implementation Services Time and Materials Addendum is revised as follows:

This Addendum will be governed by and construed in accordance with the laws of the State of Maine without reference to its conflict of laws principles.

3. Esri agrees that Services performed and furnished hereunder shall be in accordance with applicable professional standards, and provided in a good workmanlike manner.

4. **Insurance.**

A. Esri will maintain, at its expense, insurance coverages in the following amounts while performing work pursuant to a Scope of Services under this Agreement:

1. Commercial General Liability Insurance, including, but not limited to, premises, products, completed operations, and contractual liability, with limits of not less than one million dollars (US\$1,000,000) for bodily injury and property damage.
2. Workers' Compensation and Employer's Liability Coverage in the state in which the work is to be performed, if Contractor is an employer of one (1) or more employees, with minimum limits of:
 - i. Workers' Compensation: Statutory as required by law
 - ii. Employer's Liability:
 - Bodily injury by accident: One million dollars (US\$1,000,000) each accident
 - Bodily injury by disease: One million dollars (US\$1,000,000) each employee
 - Bodily injury by disease: One million dollars (US\$1,000,000) policy limit
3. Comprehensive Automobile Liability insuring against bodily injury and property damage and covering owned, nonowned, and hired automobiles, with minimum limits of one million dollars (US\$1,000,000) combined single limit.
4. Professional Liability (Errors & Omissions) Insurance in the amount of at least One million dollars (US\$1,000,000).
5. Internet Liability Insurance in the amount of at least one million dollars (US\$1,000,000) per occurrence and aggregate.

B. Each of Esri's insurance policies will:

1. Be an "occurrence" type policy or, if "claims made," be kept in effect for at least four (4) years after the last Services have been performed by Esri;
2. Apply to claims arising anywhere in the world;
3. Be issued by a reputable insurance carrier;
4. Be primary and noncontributory with any of CITY's insurance;
5. Be AM Best ratings of not less than A minus/VII.

C. CITY will receive prompt notice of cancellation or nonrenewal of for the

Comprehensive General Liability, Automobile Liability, Professional Liability, and/or Workers Compensation/Employers Liability policy(ies), provided that no such notice is required if **Esri** buys a replacement policy that ensures continuous coverage and otherwise complies with the requirements of this section.

- D. **Esri** will provide the **CITY** with certificates of insurance evidencing such coverage, and, with respect to the liability policies, will name the **City** as an additional insured thereon. All such certificates will be in a form satisfactory to the **CITY**.
5. **Indemnification.** To the fullest extent permitted by law, **Esri** shall release, indemnify, hold harmless, and defend **CITY**, its corporate parents, affiliates, and subsidiaries, and their officers, directors, agents, and employees (Indemnified Parties), and require all subcontractors to release, indemnify, hold harmless, and defend the Indemnified Parties, from and against any and all liabilities, losses, claims, demands, liens, and actions of any nature whatsoever, including, but not limited to, attorneys' fees and costs (collectively Liabilities) on account of injury, death, or property damage (except databases not subject to a reasonable backup program) arising out of, incidental to, or in connection with **Esri's** or its subcontractors' negligence or willful misconduct, except to the extent caused by **CITY's** negligence or willful misconduct.
 6. **Esri** shall perform Services to the satisfaction of the Director of Information Technology (hereinafter, the "Director") who will have the right of inspection of Services, and whose approval and acceptance of the Services will be a condition precedent to payments by the **CITY**, in accordance to the terms under this Agreement.
 7. **Period of Performance.** Upon receipt of the executed Agreement and insurance as required, the **CITY** will promptly send an executed Agreement to **Esri**, which will commence work as soon as reasonably possible, and determined by the parties' respective Project Managers. The **CONSULTANT** agrees to complete the Services within three months from the date of this agreement. The time set for such completion may be extended only by written consent of the Director.
 8. **Contract Value/Contract Type:** The Services will be provided on a Time and Materials (T&M) basis. For performance of all the terms and conditions of this Agreement, the **CITY** will pay **Esri**, in accordance with the rate schedule set forth in the Proposal, an amount not to exceed Twenty-Six Thousand Two Hundred Sixty- Eight Dollars (\$26,268.00) which will include any expenses.
 9. **Esri** shall keep accurate records of all Services performed under this Agreement and shall submit such information, such as copies of invoice(s) to the **CITY** on a monthly basis, as applicable. Payment for Services shall be made to **Esri** not more than thirty (30) days after receipt of an invoice and acceptance of **Services** by the Director or designee.
 10. **CITY's Confidential Information and Exclusions to Confidentiality.** The **CITY** agrees to furnish or provide access to **Esri** to any information or material in its possession which is relevant to **Esri's** performance hereunder and **CITY** staff will cooperate with

Esri. Esri will not, without the CITY's written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of Esri, of any identified Confidential Information or material furnished or generated under this Agreement. Esri shall be entitled to rely upon the accuracy of such information. The provisions of this Article shall not apply to information which is published or comes into the public domain through no fault of Esri or is required to be disclosed by law.

The following shall be requirements of this Agreement:

- a. All data collected shall be treated as confidential material and shall be disclosed *only* to authorized CITY representatives;
- b. Esri shall not disclose or permit disclosure of any information or material furnished and/or generated under this Agreement without the CITY's prior written consent; and
- c. All documents, data, studies, estimates, summaries and any other work or material provided by CITY under this Agreement shall remain the exclusive property of the CITY and shall be promptly returned to the appropriate Department Contact person upon completion of a particular service/assignment or upon the request of the CITY.

The Services to be provided under this Agreement shall be consulting time only. However, if any custom development work is required, then Esri and its licensors shall retain exclusive ownership and rights to such custom development work in the course of this Agreement. Esri reserves the right to use for any purpose any programming methods, skills, and techniques acquired or used by Esri in the performance of the Services. There shall be no restraint to Esri or its employees, agents, or subcontractors in the use of the techniques and skills of computer programming and design that may be acquired in the course of this Agreement. CITY does not obtain any rights in Esri proprietary techniques in which CITY's programs may be written.

11. **Termination for Cause.** CITY shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement for any material breach of this Agreement by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.
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 CONSULTANT. If the Agreement is terminated by the CITY for convenience, the CITY shall pay the CONSULTANT for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
12. **Work Safety.** Out of concern for the public, CITY employees and Esri's employees, all work performed by Esri shall be in conformance with pertinent OSHA, local, state and federal government regulations.

13. 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 ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. has caused this Agreement to be signed and sealed by William C. Fleming, its Managing Business Attorney thereunto duly authorized, the day and date first above written.

WITNESS:

Sonia Bean

CITY OF PORTLAND , MAINE

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

WITNESS:

[Signature]

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC. (ESRI)

By: William C. Fleming
Print or type name: William C. Fleming
Managing Business Attorney
Its: _____

Approved as to form:

[Signature]
Corporation Counsel's Office

Approved as to funds:

[Signature]
Finance Department

List of Exhibits Incorporated by Reference:

- Exhibit A – CITY Memorandum, dated December 22, 2014
- Exhibit B – Esri Quote No. P14-13462, dated November 11, 2014; and attached Implementation Services Time and Materials Addendum, dated August 14, 2014; and Time and Materials Rate Schedule effective January 1, 2015.



Executive Department
Sheila-Hill Christian, Acting City Manager

Exhibit A

MEMORANDUM

TO: City of Portland

FROM: Sheila Hill-Christian, Acting City Manager

DATE: December 22, 2014

RE: **Approval of Environmental Systems Research Institute, Inc. as Sole Source Provider**

I am satisfied, as required in the Portland City Code of Ordinances, Chapter 2, Section 303, that the City's purchase of data migration services from Environmental Systems Research Institute, Inc. (ESRI) qualifies as a sole source exception to the requirement for the competitive bid process for services contracted by the City.

Currently the City uses ESRI software, which also ties into our CityWorks software, to manage our assets in the city. The City also currently has an Enterprise License Agreement with ESRI which includes all the necessary software and licenses for the implementation of a local government information model. For a data conversion of this type and size, ESRI is the only entity that has the expertise to perform this task in a cost effective and timely fashion in order to meet our EPA order.

I approve this contract with the sole available source of these services, which constitutes an exception to the competitive bid process otherwise required by the City's Code.

A handwritten signature in black ink, appearing to read "Sheila Hill-Christian".

Sheila Hill-Christian
Acting City Manager

LGIM Data Migration Consulting Services

Prepared for:

Justin Futia, Asset & Information Management Specialist
City of Portland
55 Portland St.
Portland, ME 04101

November 11, 2014

Esri Quote Number: P14-13462



380 New York Street
Redlands, California 92373-8100 USA
T 909 793 2253



Introduction:

The City of Portland (City) has requested Environmental Systems Research Institute, Inc. (Esri) Professional Services to provide consulting services to assist with migrating wastewater and stormwater geodatabases into the Local Government Information Model (LGIM) and configuration of data management tools. The quote below describes the scope of services, schedule, pricing, terms and conditions, and purchasing instructions.

Scope of Services:

Esri will provide up to 100 hours of remote consulting services, including preparation time, to assist with migrating the City's existing wastewater and stormwater geodatabases (source) into the LGIM geodatabase (target) and configure data management tools. It is anticipated that consulting services will include assisting with the following topics:

- Support the preparation of a Data Mapping Matrix to map the City's source geodatabase to the LGIM target geodatabase
- Configure data model and schema
- Develop and test the Extract, Transform and Load (ETL) process
- Perform the data migration and review (QA/QC)
- Configuration of data management tools
 - Water Utility Network Editing Template
 - ArcGIS Data Reviewer batch jobs
- Knowledge transfer on data migration and data management tools

This activity will be supported remotely from Esri's offices. The Esri consultant will work with direction from the City's technical staff and management.

Esri Responsibilities

- Provide up to 100 hours of consulting services as described above.

City Responsibilities

- Communicate needs and priorities to the Esri consultant.
- Provide Esri with the source data prior to the start of this Activity.
- Address data clean-up, as requested by Esri.
- Review the file geodatabase of migrated data and provide feedback to the Esri consultant.
- Provide the Esri consultant with access to database(s) and the computer system environment, including a development/testing environment (as necessary).

Assumptions

- This activity will be supported remotely from Esri's offices and no travel will be required of the Esri consultant.
- The Scope of Services above does not include data clean-up on City's source geodatabase.

Schedule:

The schedule will be mutually agreed upon between the City and Esri within 10 days after contract award. Esri understands the importance and timeliness of this effort, and will endeavor to meet the City's schedule goals.

Pricing:

The pricing provided below has been estimated based upon an anticipated award of a Time-and-Materials (T&M) contract. The required labor hours, including preparation and travel time, and other burdened direct cost items (ODCs) have been estimated based upon prior experience with work of a similar nature. The total not-to-exceed (NTE) price for the quoted Scope of Services is \$26,268.

This quote is valid for a period of 90 days from the submittal date above. This price is exclusive of any applicable federal, state and/or local taxes for which the City will remain responsible.

Esri anticipates using staff from the GIS System/Software Developer (S2) labor category described in the attached Esri Time and Materials Rate Schedule. Depending on the level of expertise required to perform certain activities during this engagement, Esri may be required to utilize other Esri staff members with a different skill-set and labor category.

The following table shows the proposed NTE pricing for this work by Activity.

Price by Activity

Activity Description	Estimated Labor (\$)	Estimated Travel Expenses (\$)	Price
LGIM Data Migration Consulting Services	\$26,268	\$0	\$26,268
Total Not-to-Exceed (NTE) Price:			\$26,268

T&M consulting services will be conducted under the following conditions:

- In the event Esri completes the Scope of Services for less than the NTE budget, the City will only be invoiced for the actual hours expended plus ODCs.
- In the event Esri reaches the NTE budget limit before the Scope of Services is completed, the City will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct Esri to stop work. If the City chooses to stop work, Esri will do so without liability.

- 
- Esri reserves the right to reallocate the project funding between Scope of Services activities and/or ODCs, as necessary to facilitate the work effort, provided the overall contract price is not exceeded.

All work will be accomplished in accordance with the Scope of Services with the deliverable being consulting time. If additional work is requested by the City in writing beyond the scope of this quote, Esri will provide an updated quote. Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Invoices are to be paid within 30 days of receipt.

Terms and Conditions:

By purchasing these services, the customer agrees to the **Implementation Services Time and Materials Addendum G-363-C**, which will take precedence over any other terms and/or customer ordering documents. If not attached, the terms and conditions can be found at: <http://www.esri.com/legal/service-agreements>.

Purchasing:

To order these services as quoted, please email the following two (2) items to Fred Souza at fsouza@esri.com or fax to (909) 798-2003.

1. Purchase Order:
 - In the amount of the Total NTE Price above
 - Referencing this Quote No. P14-13462, dated November 11, 2014
2. A copy of this quote.

When we receive these documents, signed by an authorized representative at the City, we will contact you to discuss staff assignment and schedule. We look forward to supporting you.

Contact:

Fred Souza
Consultant/Project Manager – Water Practice
Esri Professional Services
1202 Richardson Dr. Ste. 405
Richardson, TX 75080
972-699-0014 ext.6109
fsouza@esri.com
www.esri.com



IMPLEMENTATION SERVICES TIME AND MATERIALS ADDENDUM

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

1. DEFINITIONS

"Commercial Off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.

"Map Data" means any digital dataset(s) including geographic, vector data, coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of this Addendum.

"Services" means consulting support being performed by Esri on a time and materials basis in exchange for compensation from Customer.

"Services Output" means any work product produced by Esri as a result of Services provided under this Addendum. Services Output can include, but is not limited to, reports, training materials, and custom software code.

2. OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Addendum, Esri owns and retains all rights, title, and interest in Services Output. Subject to the terms and conditions in this Addendum, Esri grants to Customer a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce Services Output in connection with Customer's authorized use of Esri's COTS Software.

3. PATENTS AND INVENTIONS

Esri and Customer will retain title to any inventions, innovations, and improvements ("Inventions") made or conceived solely by its principals, employees, consultants, or independent contractors ("Inventors") during the term of this Addendum. Esri and Customer will jointly own any Inventions made or conceived jointly by Inventors from both parties. Where Inventions are jointly owned, each joint owner will share equally the costs of acquiring protection for the Inventions and furnish the other joint owner with assistance reasonably required for acquiring protection. Neither Esri nor Customer may license, transfer, or sell its interest in jointly owned Inventions without the written consent of the other party, which will not be unreasonably withheld.

4. COMPENSATION

Esri will perform and invoice Services on a time and materials basis using the labor categories and rates specified for the performance period. Labor, including travel time, will be invoiced on a monthly basis for actual hours expended during the previous month. Meals will be invoiced on a "per diem" basis in accordance with the full daily limits stated in the most current Federal Travel Regulations. Other direct costs (ODCs), including travel-related expenses and meal per diem, will include a fifteen percent (15%) burden. Esri's payment terms are net thirty (30) days. If Customer's credit history has not been established, Esri reserves the right to require full or partial prepayment.

Esri may reallocate authorized funding between contracted activities, labor categories, and ODCs as necessary to facilitate the work requirements, provided the overall authorized funding is not exceeded. In the event that Esri reaches the not-to-exceed funding limit, Customer may increase the order funding to allow additional work to be performed, or direct Esri to stop work without further obligation or liability. If Services are required beyond the period of performance stated in the original proposal or resultant order, Esri reserves the right to escalate labor rates up to five percent (5%) per calendar year.

5. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

Esri warrants for a period of ninety (90) days from the date of performance that Services will substantially conform to the professional and technical standards of the software industry. If Services do not substantially conform to these standards, Customer may require Esri to reperform Services at no additional cost to Customer. Services Output is provided as is without warranty of any kind.

Disclaimer of Warranties. With the exception of the limited warranty set forth in this Article, Esri disclaims and this Addendum expressly excludes all other warranties, express or implied, oral or written, including, without limitation, any and all warranties of merchantability or fitness for a particular purpose.

In addition to and without limiting the preceding paragraph, Esri does not warrant in any way Map Data. Map Data may not be free of nonconformities, defects, errors, or omissions; be available without interruption; be corrected if errors are discovered; or meet Customer's needs or expectations. Customer should not rely on any Map Data unless Customer has verified Map Data against actual data from documents of record, field measurement, or observation.

6. LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

In no event will Esri be liable to Customer for procurement of substitute goods or services; lost profits; lost sales; business expenditures; investments; business commitments; loss of goodwill; or any indirect, special, exemplary, consequential, or incidental damages arising out of or related to this Addendum, however caused or under any theory of liability, even if Esri has been advised of the possibility of such damages.

Esri's total cumulative liability under this Addendum, from all causes of action of any kind, will in no event exceed the amount actually paid by Customer for Services under this Addendum from which the liability directly arose.

7. CONFIDENTIALITY

Services Output is Esri confidential information, and Customer must preserve and protect the confidentiality of Services Output. Customer agrees not to reverse engineer or decompile custom software delivered in object code, executable code, or similar formats (collectively, "Secure Formats"). For custom software

delivered in source code or other human-readable formats, Customer will have met its obligations under this provision if its disclosure of custom software is limited to custom software in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling the custom software is withheld from such disclosure, and the person or entity in receipt of the custom software similarly agrees not to perform the prohibited acts described above or allow others to do so.

Except as provided in the preceding paragraph, Customer will not disclose Services Output to third parties without the advance written consent of Esri. Customer may make disclosures to Customer's employees to the extent reasonably required to allow Customer to use Services Output in a manner authorized under the applicable software licenses. Customer must comply with Article 8 in making any permitted disclosures. Before disclosing all or any portion of Services Output to employees or third parties as permitted in the preceding sentence, Customer will inform its employees or third parties of the obligations in this Addendum and obtain their agreement to be bound by them.

8. EXPORT CONTROLS

Customer must comply with all applicable laws and regulations of the United States including, without limitation, its export control laws. Customer expressly acknowledges and agrees not to export, reexport, transfer, or release Services Output, in whole or in part, to (i) any US embargoed country (including to a resident of any US embargoed country); (ii) any person or entity on the US Treasury Department's List of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Lists of Parties of Concern; or (iv) any person or entity where such export, reexport, or provision violates any US export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to US export laws.

9. GENERAL PROVISIONS

9.1 Nonsolicitation. Neither party will directly solicit for hire any employee of the other party who is associated with Services called for under this Addendum during, and for a period of one (1) year after, project completion. In the event this provision is breached, liquidated damages equal to twelve (12) months of the employee's compensation, plus any legal expenses associated with the enforcement of this provision, will be paid by the breaching party to the aggrieved party. The foregoing will in no way restrict the parties from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

9.2 Taxes. Services are quoted exclusive of all state, local, value-added, or other taxes; customs; duties; or other charges (other than income taxes payable by Esri). In the event such taxes and/or charges become applicable to Esri's Services or Services Output, Customer will pay the applicable tax upon receipt of written notice that it is due.

9.3 UCC Inapplicability. Services provided under this Addendum will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of UCC.

9.4 Order of Precedence. These terms and conditions will take precedence over any Customer terms and conditions included in Customer ordering or authorizing documents, such as purchase orders. Any additional terms or conditions in Customer ordering or

authorizing documents will be void and may be incorporated into this Addendum only by written amendment signed by both parties.

9.5 Equitable Relief. Customer agrees that any breach of this Addendum by Customer may cause Esri irreparable damage. In the event of a breach, in addition to any and all remedies at law, Esri will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms without the requirement of posting a bond or undertaking or proving injury as a condition of relief.

9.6 Governing Law. This Addendum will be governed by and construed in accordance with the laws of the State of California without reference to its conflict of laws principles.

9.7 Entire Agreement. This Addendum is the sole and entire agreement of the parties for Services and supersedes any previous agreements, understandings, and arrangements (including any purchase order terms and conditions) between the parties relating to the subject matter.



TIME AND MATERIALS RATE SCHEDULE

Effective January 1, 2015

Hourly time and materials labor rates have been provided for each labor category for calendar year 2015. The hourly labor rates for services that are performed after 2014 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$204

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: \$263

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Hourly Rate: \$323

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient in Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)

Hourly Rate: \$247

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables, milestones, and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)

Hourly Rate: \$312

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)

Hourly Rate: \$411

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)

Hourly Rate: \$172

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2015

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 Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 J17700-ESRI-GAWUE-14-15	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Co. Of America		25674
INSURER B: Travelers Property Casualty Co. Of America		25674
INSURER C: N/A		N/A
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES **CERTIFICATE NUMBER:** LOS-001638675-01 **REVISION NUMBER:** 1

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> OWNERS & CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			6600130P85A	12/15/2014	12/15/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3167P651	12/15/2014	12/15/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							COMP/COLL DEDS:	\$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	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 N	N/A	HJUB8A843287	12/15/2014	12/15/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Errors & Omissions Claims Made Retro Date 7/16/1987			ZPL14T59262	12/15/2014	12/15/2015	Limit	1,000,000
							Deductible	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Agreement No. 2015C335
 Certificate Holder is included as additional insured where required by written contract with respect to general and auto liability. With respect to general liability, this insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER CITY OF PORTLAND, MAINE ATTENTION: SHEILA HILL-CHRISTIAN, ACTING CITY MANAGER 55 PORTLAND ST. PORTLAND, ME 04101	CANCELLATION 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 of Marsh Risk & Insurance Services John Graef <i>J. Graef</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion B. Non-Owned Watercraft Less Than 75 Feet C. Aircraft Chartered With Pilot D. Damage To Premises Rented To You E. Increased Supplementary Payments F. Who Is An Insured – Employees And Volunteer Workers – First Aid G. Who Is An Insured – Employees – Supervisory Positions H. Who Is An Insured – Newly Acquired Or Formed Organizations I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises J. Blanket Additional Insured – Lessors Of Leased Equipment | <ul style="list-style-type: none"> K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement L. Blanket Additional Insured – Broad Form Vendors M. Who Is An Insured – Unnamed Subsidiaries N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures O. Medical Payments – Increased Limits P. Contractual Liability – Railroads Q. Knowledge And Notice Of Occurrence Or Offense R. Unintentional Omission S. Blanket Waiver Of Subrogation |
|--|---|

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion a., *Expected Or Intended Injury*, in Paragraph 2., of SECTION 1 – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- a. Expected Or Intended Injury Or Damage**
 "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion g., *Aircraft, Auto Or Watercraft*, in Paragraph 2. of SECTION 1 – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

- (2) A watercraft you do not own that is:
- (a) Less than 75 feet long; and
 - (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., *Aircraft, Auto Or Watercraft*, in Paragraph 2. of SECTION

COMMERCIAL GENERAL LIABILITY

I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:
6. Subject to 5. above, the **Damage To Premises Rented To You Limit** is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The **Damage To Premises Rented To You Limit** will be:

- a. The amount shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the **Damage To Premises Rented To You Limit** on the Declarations of this Coverage Part.

4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

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 "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

b. Up to \$2,500 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. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

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.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of

your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II – WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- 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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

COMMERCIAL GENERAL LIABILITY

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who is An Insured.

O. MEDICAL PAYMENTS – INCREASED LIMITS

The following replaces Paragraph 7. of SECTION III – LIMITS OF INSURANCE:

- 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - (a) \$10,000; or

- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
 - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., Duties In The Event of Occurrence, Offense, Claim or Suit, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;

COMMERCIAL GENERAL LIABILITY

- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;
that is your partner, joint venture member, manager or trustee; or
- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its

abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.



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

P.O. # 040601
Date: 04/22/15

KINGSBURY COMPANIES LLC
264 MAD RIVER PARK
WAITSFIELD, VT 05673

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

VENDOR #
12812

DELIVER BY	SHIP VIA	TERMS
07/03/15		NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
TRAVIS KINGSBURY	KAREN MARSTON	

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
	SEE BELOW				

LINE #	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	410000.00	EA	YORK & HIGH STREET SEWER SEPARATION PROJECT	1.0000	410000.00
2	248899.00	EA	YORK & HIGH STREET SEWER SEPARATION PROJECT	1.0000	248899.00
				SUB-TOTAL	658899.00
				TOTAL	658899.00
REMARKS: Per your response to the City's Bid #4515 and contract dated 02-27-15. Please coordinate work with Mike Farmer, 207-874-8845.					

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

[Handwritten Signature]
AUTHORIZED SIGNATURE

**CITY OF PORTLAND, MAINE
PURCHASE ORDER TERMS AND CONDITIONS**

ACKNOWLEDGE RECEIPT OF THIS ORDER AND CONFIRM SHIPMENT DATE.

BY ACCEPTANCE OF THIS ORDER THE CONTRACTOR AGREES TO COMPLY WITH THE STATE OF MAINE CODE OF FAIR PRACTICES AND AFFIRMATIVE ACTION.

THIS ORDER MUST NOT BE FILLED in greater quantities or at prices higher than shown without written approval of the Purchasing Department. If price is not shown on the order, it is agreed that you will ship the items ordered at a price no higher than when last purchased or you will notify the Purchasing Department before proceeding with the order.

SALES AND EXCISE TAXES. The City is exempt from the payment of any sales, excise or federal transportation taxes. The price must be net, exclusive of taxes, and will be so construed.

SALES AND USE TAX LAW AND REGULATIONS References: Title 36, Section 1760 Bureau of Taxation

1. Sales made directly to the federal government, this State or any political subdivision of this State, or to any agency of the above, are exempt from sales tax. In addition to the federal government, the State of Maine, and any county, city, town, or plantation in the State of Maine, this exemption covers sales to:

- School Districts in Maine;
- Water, Power, Parking and other Districts in Maine established by legislative Act as quasi-municipal corporations;
- Village Corporations;
- Maine Turnpike Authority.

In the case of the above no evidence of exemption in the case of a sale at retail will be required other than the invoice of the seller indicating sales to such exempt entity.

ITEMIZED INVOICES IN DUPLICATE showing the Purchase Order number must be sent to the ordering department, at the time of each shipment, accompanied by a copy of bill of lading, and on all prepaid shipments chargeable to us attach transportation receipt to invoice.

QUANTITY ON THIS ORDER CANNOT BE EXCEEDED. All overruns will be furnished at your expense unless approval is obtained from Purchasing Agent before delivery is made.

NO SUBSTITUTION OF MATERIAL will be permitted on this order unless authorized by Purchasing Department. The City reserves the right to reject all material not in accordance with specifications.

Separate packing slips must be included in each shipment showing the purchase order number, quantity, part number and a description of goods.

No charge for packing will be allowed.

In the event this order is not filled in each particular as specified, we reserve the right to do any one or more of the following:

- To cancel this order.
- To recover all loss, damage and expense caused by such failure.
- To require delivery by any means, seller to pay any increased transportation expense.
- To procure from another source, charging seller for any excess costs.

Charges for extras must be approved in writing by the Purchasing Department before being incurred.

Buyer recognizes that seller may for operating convenience, desire to utilize its own form of sale note in acknowledging this order, or otherwise acknowledge it than by simple acceptance. Therefore, it is agreed that any provisions in the form of acceptance used which modify, conflict with, or contradict any provision of this order, shall be deemed to be waived, and that the provisions of this order, by such acceptance, constitute the whole contract between the parties.

Seller guarantees that the goods herein described do not infringe any patent and agrees to defend any suit that may arise in respect thereto and to indemnify and save buyer harmless from any loss and expense which may be incurred by the assertion of any patent rights therein.

Cancellation on account of insolvency. Either party shall have the right to cancel the order in the event that the other party becomes bankrupt or insolvent or makes an assignment for benefit of creditors.

Anti-Discrimination. Seller shall not, in performing the work required by this order, discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, or sexual orientation.

In addition to the above terms and conditions, this order shall be subject to any and all provisions required by any federal, state or local law in effect at the time this order is placed, including all price regulations, and seller agrees that in filling this order it has complied with such laws and regulations, and will furnish buyer with written proof of such compliance upon request in writing from buyer.

**AGREEMENT
BETWEEN THE CITY OF PORTLAND
AND
KINGSBURY COMPANIES, LLC**

THIS AGREEMENT is entered into this 27th day of February, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "CITY"), and **KINGSBURY COMPANIES, LLC**, a Vermont limited liability company with a mailing address of 264 Madriver Park, Waitsfield, Vermont 05673 (hereinafter the "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY did advertise by Bid No. 4515, entitled **YORK & HIGH STREETS SEWER SEPARATION**, and

WHEREAS, the CONTRACTOR did, under date of January 20, 2015 submit a Bid for such work; and

WHEREAS, after due consideration of all the Proposals, 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 shall furnish all labor, materials, fixtures, supplies, equipment and transportation and shall perform all work required for the construction and completion of the **YORK & HIGH STREETS SEWER SEPARATION PROJECT** in accordance with the plans and specifications contained in the documents titled **YORK & HIGH STREETS SEWER SEPARATION PROJECT**, dated December 21, 2014 (plans), hereinafter (hereinafter, the "Request for Bids"), a copy of which is attached as Exhibit A and made a part hereof. All work shall be performed in strict conformance with the provisions of this Agreement, the Request for Bids, the CONTRACTOR's Proposal, General and Detailed Provisions, Plans, "Supplemental Specifications", and "Special and General Provisions" of the Contract Documents which are attached hereto and made a part of this Agreement; and in conformance with the State of Maine, Department of Transportation Standard Specifications, Revision of December, 2002, except as amended herein, and including all current amendments or revisions thereof, all of which are made a part of this Contract. The restatement in this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to waive any terms not so restated.
2. It is agreed that the quantities given in the "Schedule of Items" in the CONTRACTOR's Proposal Section of the Contract Documents will be used as the basis for determining

the amount due under this Contract Agreement and for establishing the amount of the required Contract Performance Surety Bond and Contract Payment Surety Bond, and that the amount due under this Agreement so determined is (In words) Six Hundred Fifty-Eight Thousand Eight Hundred Ninety-Nine Dollars (\$658,899.00). (hereinafter referred to as the "Contract Price"). The CITY will have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the CONTRACTOR.

The CITY will pay for the work performed and the materials furnished for any such increase and will calculate a proper reduction for any decrease in accordance with the unit prices specified in the "Schedule of Items" section of the CONTRACTOR's Proposal.

3. Payment shall be in accordance with Section 108 – Payment of the Special Provisions and Supplemental Specifications contained herein. 5% will be retained from each payment until completion of physical work. Upon substantial completion, the amount of retainage will be reduced to 2% of the total amount due to the CONTRACTOR plus any additional amount necessary to cover punch list items. The final 2% retainage shall be held during the one-year warranty period.

The CITY may hold, temporarily or permanently, retainage as needed to reflect amounts due the CITY under the Contract and to assure timely Completion of the Work in Conformity with the Contract.

Upon Completion of Physical Work, the CONTRACTOR may request that the CITY reduce retainage. The CITY may grant or deny such request as it deems desirable and prudent. Otherwise, retainage will be held until Final Acceptance.

4. CONTRACTOR covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified.
5. CONTRACTOR shall supply the CITY with a performance bond, and labor and materials payment bond, each in the amount of (In words) Six Hundred Fifty-Eight Thousand Eight Hundred Ninety-Nine Dollars (\$658,899.00), guaranteeing one hundred percent (100%) performance of this Agreement, 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.
6. The CITY reserves the right to require Waivers of Lien from subcontractors and suppliers prior to each progress payment made to CONTRACTOR pursuant to the terms of this Agreement.
7. Prior to the execution of this Agreement, CONTRACTOR shall procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000) per occurrence for bodily injury, death, and property damage, naming the CITY as an additional insured thereon, and shall also procure Worker's 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 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. CONTRACTOR shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination of insurance from insurance company or agent.

8. 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 attorneys' fees arising out of or resulting from the performance of the 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.
9. Upon receipt of executed contracts, bonds, and insurance as required, the CITY will promptly send an executed CITY contract and a "Notice to Commence Work" to the CONTRACTOR. The CONTRACTOR agrees to perform no work under this Agreement until it receives said Notice and shall substantially complete the work except for finish paving by July 3, 2015. The time set for such substantial completion may be extended only by written consent of the Director of Public Services of the City of Portland (hereinafter referred to as the "DIRECTOR").
10. Any mechanic's lien or any other lien which may be filed against the premises which are subject of this 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. The CITY may require the CONTRACTOR to provide a bond satisfactory to CITY and indemnify it against any lien and as 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 the lien.

11. The CONTRACTOR shall perform the work to the satisfaction of the Director, 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.
12. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the responsible CITY official will be final and binding.

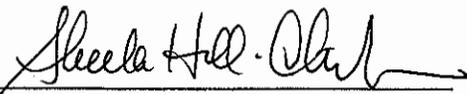
13. The CONTRACTOR shall guarantee the work for a period of one (1) year for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
14. CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment for such services shall be made to CONTRACTOR not more than thirty (30) days after receipt of said forms and acceptance of the work by the DIRECTOR.
15. 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.
16. The CITY will have the right to terminate this Agreement at any time for its convenience on prior written Notice to CONTRACTOR. If the Agreement is terminated by the CITY for convenience, the CITY will pay the CONTRACTOR for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.
17. Out of concern for the public, CITY employees, and CONTRACTOR employees, all work performed by CONTRACTOR shall be in conformance with pertinent OSHA, local, state, and federal government regulations.

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 KINGSBURY COMPANIES, LLC has caused this Agreement to be signed and sealed by Travis J. Kingsbury, its Sole Member, thereunto duly authorized, the day and date first above written

WITNESS:



CITY OF PORTLAND

By: 
Sheila Hill-Christian
Its Acting City Manager

WITNESS:



KINGSBURY COMPANIES, LLC

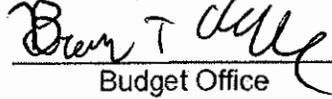
By: 
Travis J. Kingsbury
Its Sole Member

Approved as to form:



City of Portland
Corporation Counsel's Office

Approved as to funds:



Budget Office

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
NATIONAL WATER MAIN CLEANING COMPANY**

THIS AGREEMENT is entered into this 19 day of March, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the "**CITY**"), and **NATIONAL WATER MAIN CLEANING COMPANY**, a New Jersey corporation with a mailing address of 25 Marshall St., Canton, MA 02021 (hereinafter the "**CONTRACTOR**").

WITNESSETH:

WHEREAS, the **CITY** is in need of closed circuit television inspection and ratings of its sewer lines and manholes and did advertise a Request for Bids #4715 entitled "Contract, Notice and Specifications for 2015 Condition Assessment of Sewer System" dated December 31, 2014 (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 Bid for the provision of such services dated January 21, 2015 (hereinafter, the "Bid"), 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 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 Request

for Bids issued to the Contractors under date of December 31, 2014 by the Purchasing Manager of the City of Portland, and also in accordance with the **CONTRACTOR's** Bid.

The restatement in this document of any term of the Request for Bids or Bid shall not be deemed to waive any term not so restated. If any disagreement is found between Request for Bids or the Bid and this document, then this document shall govern; and the Request for Bids shall govern over the Bid, 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 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 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 by June 30, 2015. The time set for such completion may be extended only by written consent of the Director of Public Services or 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** One Hundred Eighty-Five Thousand Seven Hundred Forty-Five Dollars (\$185,745.00).

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 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.

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 Sheila Hill-Christian, its Acting City Manager, thereunto duly authorized, and NATIONAL WATER MAIN CLEANING COMPANY has caused this Agreement to be signed and sealed by Dennis P. Sullivan, its Vice President, thereunto duly authorized, the day and date first above written.

WITNESS:

Sonia Bean

CITY OF PORTLAND

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

WITNESS:

[Signature]

NATIONAL WATER MAIN
CLEANING COMPANY

By: *Dennis P. Sullivan*

Print or type name: Dennis P. Sullivan

Its: Vice President

Approved as to form:

MB
Corporation Counsel's Office

Approved as to funds:

Brian T. Old
Finance Department

BID

Bid No. 4715
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

2015 Condition Assessment of Sewer System

Proposal of National Water Main Cleaning Co.
Name

Address 25 Marshall Street Canton, MA 02021

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.

**2015 Condition Assessment of Sewer System
BASE BID FORM**

Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
1	LF	6" - 12" Diameter Cleaning of Lines Pre-Inspection @ zero dollars and one cent	0	01	400	00
	40,000	Per Linear Ft				
2	LF	14" - 24" Diameter Cleaning of Lines Pre-Inspection @ zero dollars and	0	12	4080	00
	34,000	twelve cents Per Linear Ft				
3	LF	27" - 48" Diameter Cleaning of Lines Pre-Inspection @ zero dollars and	0	12	1440	00
	12,000	twelve cents Per Linear Ft				
4	LF	50" - 60" Diameter Cleaning of Lines Pre-Inspection @ zero dollars and	0	55	825	00
	1,500	Fifty Five cents Per Linear Ft				
5	LF	>66" Diameter Cleaning of Lines Pre-Inspection @ two dollars and	2	00	1000	00
	500	zero cents Per Linear Ft				
6	LF	6" - 24" Diameter CCTV Inspection of Mains @ one dollar and	1	35	99900	00
	74,000	thirty Five cents Per Linear Ft				
7	LF	27" - 60" Diameter CCTV Inspection of Mains @ two dollars and	2	16	28350	00
	13,500	ten cents Per Linear Ft				

**2015 Condition Assessment of Sewer System
BASE BID FORM**

Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
8	LF	>66" Diameter CCTV Inspection of Mains				
	500	@ <u>three dollars and Fifty cents</u> Per Linear Ft	3	50	1750	00
9	EA	Manhole Inspection				
	700	@ <u>thirty Five dollars and zero cents</u> Per Each	35	00	24500	00
10	HR	Flaggers				
	1,000	@ <u>twenty two dollars and zero cents</u> Per Hr	22	00	22000	00
11	LS	Deliverables (Reports/Videos/Database)				
	1	@ <u>one thousand five hundred dollars and zero cents</u> Lump Sum	1500	00	1500	00
TOTAL AMOUNT OF BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES – BASIS OF AWARD <u>one hundred eighty five thousand seven hundred forty five dollars and zero cents</u> (Written)			\$ 185,745.00			

**PROPOSAL FORM
2015 CONDITION ASSESSMENT OF SEWER SYSTEM**

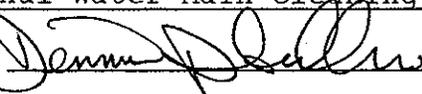
BID # 4715

**** 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: National Water Main Cleaning Co.

AUTHORIZED SIGNATURE: 

E-MAIL ADDRESS: dennis@nwmcc-bos.com DATE: January 21, 2015

PRINT NAME & TITLE: Dennis P. Sullivan, Vice President

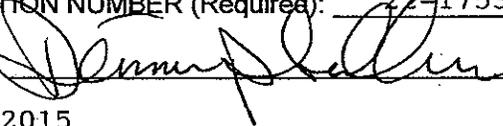
ADDRESS: 25 Marshall Street Canton, MA 02021

PHONE NUMBER: 781-828-0863 FAX NUMBER: 781-828-2473

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

STATE OF INCORPORATION, IF APPLICABLE: New Jersey

FEDERAL TAX IDENTIFICATION NUMBER (Required): 22-1753261

AUTHORIZED SIGNATURE: 

DATE: January 21, 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 21 day of January, 2015.

Acknowledgement of Receipt of Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>January 13, 2015</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 National Water Main Cleaning Co.

Authorized Signature *Dennis P. Sullivan* Vice President
(Name) (Title)

Business Address 25 Marshall Street Canton, MA 02021

Telephone Number 781-828-0863 Fax Number 781-828-2473

Email Address dennis@nwmcc-bos.com SS No. or Tax I.D. Number 22-1753261

Incorporated under the Laws of the State of New Jersey

Names and Addresses of Officers of the Corporation:

President Salvatore F. Perri

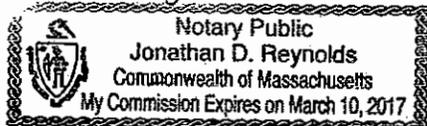
Secretary Raymond R. Lindsley

Treasurer Raymond R. Lindsley ss

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

Date: January 21, 2015

Jonathan D. Reynolds
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.)

See Attached Certificate of Corporate Authority

January 21, 2015
(date)

The above is a true copy of the records of the National Water Main Cleaning Co. Corporation, which records are in my legal custody.

Paul Leaver

Paul Leaver
Officer having custody of the records

SS

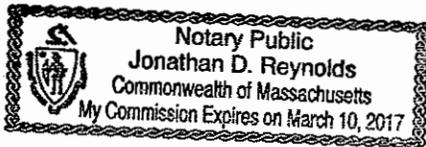
Before me appeared, Paul Leaver, Asst. Secretary/Treasurer

of the National Water Main Corporation, and made
Cleaning Co.

oath that the above statement is true.

Jonathan D. Reynolds

Notary Public - Signature and Seal



CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of National Water Main Cleaning Co.
(name of corporation)
held on October 31, 2014 Directors were present or waived notice, it was voted that Dennis P. Sullivan
(date)
Vice President of this company be and hereby is authorized to execute contracts and bonds
(name and title)
in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution
of any contract or bond of obligation in this company's name on its behalf of such Vice President
(OFFICER)
under seal of the company shall be valid and binding upon this company.

A TRUE COPY,
ATTEST: Paul Leaver

Place of Business:
25 Marshall Street
Canton, MA 02136

I hereby certify that I am the Asst. Secretary of National Water Main Cleaning Co.
(Title) (Name of Corporation)

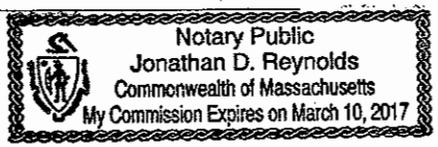
that Dennis P. Sullivan is the duly elected Vice President of said
(Name of Officer) (Title)
company, and the above vote has not been amended or rescinded and remains in full force and effect as of the
date of this contract.

Signature: Paul Leaver
Name/Title: Paul Leaver
Assistant Secretary
Date: January 21, 2015
(Corporate Seal)

COMMONWEALTH OF MASSACHUSETTS, SS. January 21, 2015

Then personally appeared the above named Paul Leaver and acknowledged the foregoing instrument to
be his/her free act and deed before me.

Notary Public: Jonathan D. Reynolds
My Commission Expires:



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)

See Attached	



NATIONAL WATER MAIN CLEANING CO.

Specializing in today's needs for environmental protection.

875 Summer Avenue • Newark, NJ 07104-3684 • Phone: 973-483-3200 • Fax: 973-483-5065 • E-Mail: office@nwmcc.com
25 Marshall Street • Canton, MA 02021 • Phone: 781-828-0863 • Fax: 781-828-4397 • E-Mail: boston@nwmcc.com

List of Company Executives:

President:

Salvatore F. Perri
1806 Harrison Avenue
Kearny, NJ 07032

Executive Vice President:

James O. Iounsbury
1806 Harrison Avenue
Kearny, NJ 07032

Vice President:

Dennis P. Sullivan
25 Marshall Street
Canton, MA 02021

Assistant Vice President:

Joseph Perone
1806 Harrison Avenue
Kearny, NJ 07032

Assistant Vice President:

Hercules Anastasiadis
25 Marshall Street
Canton, MA 02021

Secretary/Treasurer:

Raymond R. Lindsley
1806 Harrison Avenue
Kearny, NJ 07032

Assistant Secretary/Treasurer:

Paul F. Leaver
25 Marshall Street
Canton, MA 02021

**ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID**

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

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	National Water Main Cleaning Co. 25 Marshall Street Canton, MA 02021	Cleaning & CCTV Inspection	\$185,745.00
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

Attachment "A"



NATIONAL WATER MAIN CLEANING CO.

Specializing in today's needs for environmental protection.

875 Summer Avenue • Newark, NJ 07104-3684 • Phone: 973-483-3200 • Fax: 973-483-5065 • E-Mail: office@nwmcc.com
25 Marshall Street • Canton, MA 02021-2479 • Phone: 781-828-0863 • Fax: 781-828-2473 • E-Mail: boston@nwmcc.com

**PIPE CLEANING AND CCTV INSPECTION
BOSTON OPERATIONS - REFERENCES**

BOSTON WATER AND SEWER COMMISSION

Project Name: Multiple Clean and TV contract of sanitary sewer system within the City of Boston

Project Value:

Completion Date: 2000 - Present

John Sullivan

Ph: 617-989-7000

City of Cambridge, MA

Project Name: FY05,06, 08, 09, 11, 12, 13, 14 TV and Cleaning of Sewer & Stormwater Lines & Emergency Services

Project Value: \$300,000/Year

**Cambridge Public Works
147 Hampshire Street
Cambridge, MA 02139**

Jeya Niranjana

Ph: 617) 349-4848

Dedham, MA

Contract No.: 2008 - 2014

Project Name: Infiltration Investigation

Project Value: \$ 250,000/Year

**Dedham Public Works
55 River Street
Dedham, MA 02026**

Jason Mammone

Ph: (781) 751-9353

Attachment "A"

Keene, NH

Contract No.: 01-08-05
Project Name: Clean, Deroot & Video - Phase II
Project Value: \$ 129,218.50
Completion Date: Nov. 2008

Contract No.: 01-09-06
Project Name: Clean, TV & Deroot Sewer Mains - Phase 3A
Project Value: \$ 167,416.55
ACD: Nov. 2009

Contact: Yelma Desseta, PM
(603) 352-6550 X-6310

Yelma Desseta, PM
Ph: 603-352-6550 X-6310

Middletown, RI

Project Name: Sanitary Sewer Inspection
Project Value: \$ 626,400.02
Completion Date: Dec. 2008 - 2014

Contact: Warren Hall
(401)-418-0413

Providence, RI

Project Name: Sewer Interceptor Inspection
Project Value: \$ 250,000.00/ Year
Completion Date: Dec. 2005 - 2012

Narragansett Bay Commission
One Service Road
Providence, RI 02905

Meg Goulet, P.E.
Ph: 401-461-8848

City of Revere, MA

Attachment "A"

Contract No.: Mun 2003-2014
Project Name: Cleaning and Inspection of Sanitary Sewer
Project Value: \$ 300,000/Year
City of Revere, MA
**Department of Planning &
Community Development**

281 Broadway
Revere, MA 02151

M. John Cherian
Ph: 781-286-8186

Wellesley, MA

Project Name: Sewer Rehabilitation, Yr. 3
Project Value: \$ 250,000.00
Completion Date: Oct.. 2006 - 2012

Project Name: Sewer Rehabilitation, Yr. 2
Project Value: \$ 250,000.00
Completion Date: Oct.. 2005

Project Name: Sewer Rehabilitation, Yr. 1
Project Value: \$ 250,000.00
Completion Date: Oct.. 2004

Town of Wellesley, MA
Department of Public Works
Water & Sewer Division
455 Worcester Street
Wellesley, MA 02481

Blake D. Lukis
PH: 781-235-7600 X-3362

The Metropolitan District Hartford County, CT

**3 YEAR PROJECT TO CLEAN AND TV INSPECT 500,000 LF/YEAR OF SANITARY
SEWER SYSTEM**

Attachment "A"

**The Metropolitan District
555 Main Street
Hartford, CT 06142**

**DAVID BANKER
Ph: 860-278-7850**

CERTIFICATE OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of **National Water Main Cleaning Co.**
(name of corporation)

held on **October 31, 2014** Directors were present or waived notice, it was voted that **Dennis P. Sullivan**
(date)

Vice President of this company be and hereby is authorized to execute contracts and bonds
(name and title)

in the name and behalf of said company, and affix its Corporate Seal thereto, and such execution
of any contract or bond of obligation in this company's name on its behalf of such **Vice President**
(OFFICER)
under seal of the company shall be valid and binding upon this company.

A TRUE COPY,
ATTEST: *Paul Leaver*

Place of Business:

25 Marshall Street

Canton, MA 02021

I hereby certify that I am the **Assistant Secretary** of **National Water Main Cleaning Co.**
(Title) (Name of Corporation)

that **Dennis P. Sullivan** is the duly elected **Vice President** of said
(Name of Officer) (Title)

company, and the above vote has not been amended or rescinded and remains in full force and effect as of the
date of this contract.

Signature:

Paul Leaver

Paul Leaver

Name/Title:

Assistant Secretary/Treasurer

Date:

March 19, 2015

(Corporate Seal)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2015

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 MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):	
227309-UMB-UMB-14-15 NWMC		INSURER(S) AFFORDING COVERAGE NAIC #	
		INSURER A: Zurich American Insurance Company 16535	
		INSURER B: Lexington Insurance Company 19437	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-005125981-02 **REVISION NUMBER:** 5

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 WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLO 9377201-11	10/31/2014	10/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP 9377199-11	10/31/2014	10/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			015438245	10/31/2014	10/31/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 9377202-11	10/31/2014	10/31/2015	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 2015 CONDITION ASSESSMENT OF SEWER SYSTEM
 CITY OF PORTLAND IS AN ADDITIONAL INSURED UNDER GENERAL LIABILITY AND AUTOMOBILE LIABILITY, BUT ONLY TO THE EXTENT REQUIRED BY THEIR WRITTEN CONTRACT WITH THE NAMED INSURED FOR OPERATIONS PERFORMED BY THE NAMED INSURED.

CERTIFICATE HOLDER CITY OF PORTLAND 389 CONGRESS STREET PORTLAND, ME 04101	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

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Additional Insured – Owners, Lessees Or Contractors – Ongoing Operations – Scheduled

ZURICH[®]

Policy No.	Eff. Date of Pol	Exp. Date of Pol	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO9377201-11	10/31/2014	10/31/2015	10/31/2014			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Ongoing Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	

A. Section If – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of your ongoing operations performed for that insured at or from the corresponding location designated and described in the Schedule.

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

B. With respect to the insurance afforded to any additional insured shown in the Schedule of this endorsement, the following additional exclusion applies:

This insurance does not apply to "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 site 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.

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Additional Insured – Owners, Lessees Or Contractors – Completed Operations – Scheduled

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Addl. Prem	Return Prem.
GLO9377201-11	10/31/2014	10/31/2015	10/31/2014			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name of Person or Organization:	Location and Description of Completed Operations:	Additional Premium:
ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	ANY LOCATION OR PROJECT WHERE YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO THE LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	

Section II – Who Is An Insured is amended to include as an insured any person or organization shown in the Schedule of this endorsement, but only with respect to liability arising out of "your work" at or from the corresponding location designated and described in the Schedule performed for that insured and included in the "products-completed operations hazard".

However, if you have entered into a construction contract with an additional insured person or organization shown in the Schedule of this endorsement, the insurance afforded to such additional insured only applies to the extent permitted by law.

All other terms and conditions of this policy remain unchanged.

**PERFORMANCE
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

Bond No.: 106264371

CONTRACTOR:

(Name, legal status and address)

National Water Main Cleaning Co.
25 Marshall Street
Canton, MA 02021

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Portland
389 Congress Street
Portland, ME 04101

CONSTRUCTION CONTRACT

Date: *March 19, 2015*

Amount: \$185,745.00

Description:

(Name and location)

2015 Condition Assessment of Sewer System

BOND

Date: *March 19, 2015*

(Not earlier than Construction Contract Date)

Amount: \$185,745.00

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

National Water Main Cleaning Co.

(Corporate Seal)

SURETY

Company:

Travelers Casualty and Surety Company of America

(Corporate Seal)

Signature:

Name and

Title:

Dennis P. Sullivan
Dennis P. Sullivan, Vice President

Signature:

Name and

Title:

Oscar F. Rincon
Oscar F. Rincon, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after

- .1 the Owner first provides notice to the Contract 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 the 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 Section 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .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 Section 3.1 shall not constitute a failure to comply with a 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 Section 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 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 Section 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:

- .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
- .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 Section 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 Section 5.4, and the Owner refuses the payment of 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 Section 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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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 Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of the 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 the 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 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 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 to the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor 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.

§ 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____

Company: _____ (Corporate Seal)
Signature: _____
Name and Title: _____
Address: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229040

Certificate No. 006220260

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, William Matthews, Mary D. Thomas, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, and Deb Bartz

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of February, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



STATE OF ILLINOIS }
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

- THE TRAVELERS INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

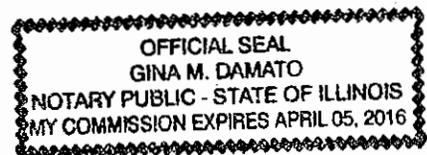
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

- THE TRAVELERS' INDEMNITY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY
- TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
- FARMINGTON CASUALTY COMPANY
- SEABOARD SURETY COMPANY
- UNITED STATES FIDELITY AND GUARANTY COMPANY
- ST. PAUL FIRE AND MARINE INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE COMPANY
- FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
- ST. PAUL GUARDIAN INSURANCE COMPANY
- ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 19 day of March A.D. 20 15


Notary Public



**PAYMENT
BOND**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Hartford, Connecticut 06183

Bond No.: 106264371

CONTRACTOR:

(Name, legal status and address)

National Water Main Cleaning Co.
25 Marshall Street
Canton, MA 02021

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Portland
389 Congress Street
Portland, ME 04101

CONSTRUCTION CONTRACT

Date: March 19, 2015

Amount: \$185,745.00

Description:

(Name and location)

2015 Condition Assessment of Sewer System

BOND

Date: March 19, 2015

(Not earlier than Construction Contract Date)

Amount: \$185,745.00

Modifications to this Bond: X

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

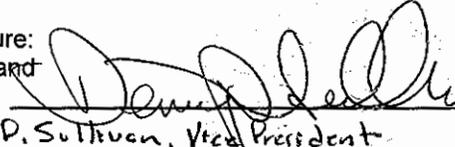
National Water Main Cleaning Co.

(Corporate Seal)

Signature:

Name and

Title:


Dennis P. Sullivan, Vice President

SURETY

Company:

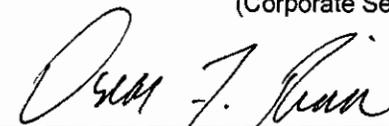
Travelers Casualty and Surety Company of America

(Corporate Seal)

Signature:

Name and

Title:


Oscar F. Rincon, Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY -- Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 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 Section 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 suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 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,

.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 who 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

.2 have sent a Claim to the Surety (at the address described in Section 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 Section 13).

§ 6 If a notice of non-payment required by Section 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 Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 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 Section 7.1 or Section 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 Section 7.1 or Section 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 Section 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 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 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 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 Section 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 the 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 requirements 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 request 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 the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of 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 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:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

SURETY

Company: (Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229040

Certificate No. 006220268

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, William Matthews, Mary D. Thomas, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, and Deb Bartz

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of February, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229040

Certificate No. 006220255

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Carol F. Tasciotti, Evonne Brown, Adele M. Korczak, Grace Villarreal, Gail Schroeder, Gina M. Damato, Thomas A. Pictor, Michael Damewood, Vaenessa Sims, Luisa Seymour, Thomas N. Tague, Brenda D. Hockberger, Carlina A. Oswald, Tara S. Petersen, Todd D. Baraniak, Dale F. Poquette, Oscar F. Rincon, Moises Alcantar, James P. Fagan, Stephanie Miller, Grace Lawrence, Ann Mulder, Launa Reidenbach, William Matthews, Mary D. Thomas, Amber Derkson, Dan Hasson, Dan Orna, Kristan Retusnic, Kathleen Stewart, Mary Jo Campbell, Carrie Smith, Adam Kveton, Jessica Hernandez, Robin Vinci, Jason Cummings, and Deb Bartz

of the City of Naperville/Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of February, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



STATE OF ILLINOIS }
COUNTY OF KENDALL }

I, Gina M. Damato a Notary Public in and for said County, do hereby
certify that Oscar F. Rincon Attorney -in-Fact, of the:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

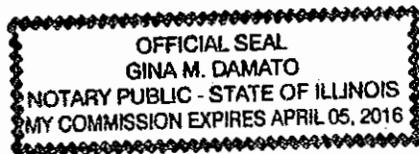
Who is personally known to me to be the same person, whose name is subscribed to the foregoing,
instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and
delivered said instrument for and on behalf of:

THE TRAVELERS INDEMNITY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY
TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA
FARMINGTON CASUALTY COMPANY
SEABOARD SURETY COMPANY
UNITED STATES FIDELITY AND GUARANTY COMPANY
ST. PAUL FIRE AND MARINE INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE COMPANY
FIDELITY AND GUARANTY INSURANCE UNDERWRITERS, INC.
ST. PAUL GUARDIAN INSURANCE COMPANY
ST. PAUL MERCURY INSURANCE COMPANY

For the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Naperville in said
County, this 19 day of March A.D. 20 15

[Signature]
Notary Public





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

P.O. # 041346
 Date: 07/28/15

INFRASTRUCTURE TECHNOLOGIES, L
 4921 ALEXANDER BLVD SUITE
 ALBUQUERQUE, NM 87107

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

VENDOR #
 12715

DELIVER BY	SHIP VIA	TERMS
10/27/15		NET

CONFIRM BY	CONFIRM TO	REQUISITIONED BY
CORI CRISS	KAREN MARSTON	N. SMITH (KCM)

FREIGHT	CONTRACT NO.	ACCOUNT NO.	PROJECT	REQ. NO.	REQ. DATE
	37031005003500		C07505	999	07/28/15

LINE #	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	53645.00	EA	SEWER SYSTEM ASSESSMENT SOFTWARE	1.0000	53645.00
				SUB-TOTAL	53645.00
				TOTAL	53645.00
REMARKS: Per your response to the City's RFP #8115 and contract dated 07-20-15. 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 .

[Handwritten Signature]
 AUTHORIZED SIGNATURE

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
INFRASTRUCTURE TECHNOLOGIES, LLC**

THIS AGREEMENT is entered into this 20th day of July, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the "CITY"), and **INFRASTRUCTURE TECHNOLOGIES, LLC**, an Oregon corporation with a mailing address of 1115 Madison Street, NE, Salem, Oregon (hereinafter the "CONSULTANT").

WITNESSETH:

WHEREAS, the **CITY** is in need of sewer system assessment software and did advertise for Request for Proposals #8115 entitled "Request for Proposals for Sewer System Assessment Software," dated May 12, 2015 (hereinafter, the "Request for Proposals"), a copy of which is attached as Exhibit A and made a part hereof; and

WHEREAS, the **CONSULTANT** has the requisite knowledge and technical ability to perform the required services and has submitted a proposal dated May 26, 2015, a copy of which is attached as Exhibit B and made a part hereof; and

WHEREAS, after due consideration, the **CITY** decided to award this contract to **CONSULTANT**;

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

1. The **CONSULTANT** will furnish the products and services (hereinafter the "Work") in accordance with the specifications contained in the Request for Proposals and the Proposal.

The restatement in this document of any term of the Request for Proposals or the 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 **CONSULTANT** covenants and agrees that all Work performed and furnished hereunder shall be in accordance with applicable professional standards and in a good workmanlike manner. Unless a longer warranty period is specified in the Exhibits hereto, all Work provided shall be warranted by the **CONSULTANT** 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 **CONSULTANT** shall, at its own expense, carry Professional Liability Insurance for errors, omissions and negligence, in the amount of One Million Dollars (\$1,000,000.00) per claim. The **CONSULTANT** will also procure and maintain General 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 **CONSULTANT** 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. For all coverages, the **CONSULTANT** 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. To the fullest extent permitted by law, the **CONSULTANT** 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 property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONSULTANT**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

5. The **CONSULTANT** shall perform the work to the satisfaction of the Director of the Department of Public Services (hereinafter, the “Director”) 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.
6. 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 contract to the **CONSULTANT**, which will commence work as soon as reasonably possible and complete the work within ninety (90) days of execution.
7. 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 or designee will be final and binding.
8. For performance of all the terms and conditions of this Agreement, the **CITY** will pay the **CONSULTANT** Fifty-Three Thousand Six Hundred Forty-Five Dollars (\$53,645.00) which will include any expenses.
9. The **CONSULTANT** 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 **CONSULTANT** not more than thirty (30) days after receipt of an invoice and acceptance of the Work by the Director or designee.
10. The **CITY** agrees to furnish or provide access to the **CONSULTANT** to any information or material in its possession which is relevant to the **CONSULTANT**'s performance hereunder and **CITY** staff will cooperate with **CONSULTANT**. The **CONSULTANT** will not, without the **CITY**'s written consent, disclose, or permit disclosure, by any officer, employee, or agent or subcontractor of **CONSULTANT**, of any information or material furnished or generated under this Agreement. The **CONSULTANT** shall be entitled to rely upon the accuracy of such information. The provisions of this Article shall not apply to information which is published or comes into the public domain through no fault of the **CONSULTANT** or is required to be disclosed by law.

The following shall be requirements of this Agreement:

- (a) All data collected shall be treated as confidential material and shall be disclosed *only* to authorized **CITY** representatives;
- (b) The **CONSULTANT** shall not disclose or permit disclosure of any information or material furnished and/or generated under this Agreement without the **CITY**'s prior written consent; and
- (c) All documents, data, studies, estimates, summaries and any other work or material developed under this Agreement shall be the property of the **CITY** and shall be promptly delivered to the appropriate Department Contact person upon completion of a particular service/assignment or upon the request of the **CITY**.

11. The **CITY** may terminate this Agreement for cause by written Notice to the **CONSULTANT**. In the event of such termination, the **CONSULTANT** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
12. 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 **CONSULTANT**. If the Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONSULTANT** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.
13. Out of concern for the public, **CITY** employees and the **CONSULTANT's** employees, all work performed by the **CONSULTANT** shall be in conformance with pertinent OSHA, local, state and federal government regulations.
14. 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.
15. 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.
16. **CITY** and **CONSULTANT** 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 **INFRASTRUCTURE TECHNOLOGIES, LLC** has caused this Agreement to be signed and sealed by Cori A. Criss, its President, thereunto duly authorized, as of the day and date first above written.

WITNESS:

Sonia Bean

CITY OF PORTLAND

By: [Signature]
Jon. P. Jennings
Its City Manager

WITNESS:

[Signature]

INFRASTRUCTURE
TECHNOLOGIES, LLC

By: [Signature]

Print or type name: Cori J. Criss

Its: President

Approved as to form:

[Signature]
Corporation Counsel's Office

Approved as to funds:

[Signature]
Finance Department



CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

Request for Proposals
for
Sewer System Assessment Software

RFP Number: 8115

May 12, 2015

NOTICE AND SPECIFICATIONS

CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

Sewer System Assessment Software RFP No. 8115

Sealed proposals 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 proposer, RFP project title and number, will be received until **3:00 PM on Wednesday, May 27, 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). 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 PROPOSALS

Late, unsigned proposals or proposals submitted electronically shall not be accepted. Proposals shall remain open to acceptance for sixty days from their opening.

INSURANCE

The successful proposer 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.

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.

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.

SCOPE OF WORK

1. The scope consists of the installation, configuration, testing, setup and training of CCTV data collection software.
2. The CCTV data collection software package shall include an office and standard mobile inspection package with an add-on module for manhole inspection.

SELECTION

The award resulting from this Request for Proposal will be made to the vendor that submits the response that best serves the needs of the City of Portland. Proposals will be evaluated on the following criteria:

1. **Qualifications** - Use the attached form to provide references and also provide some examples of how your experience sets you apart from others. Also submit all documentation necessary to verify that your proposal meets all of the conditions and requirements of the RFP.
2. **Pricing** – Use the attached form in your proposal to provide pricing for each item as described.
3. **User Interface** - Submit a short video showing some key features of the user interface and how easily it can be used.

The Selection Committee, made up of 5 employees of the City of Portland will evaluate the proposals and rate the software based on the following criteria:

Qualifications and Ability to meet all requirements of the scope of work	50 pts.
Pricing (As Attached)	25 pts.
User Interface/Ease of Use	25 pts

REJECTION OF BID

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

Proposals 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 RFP.

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. Those 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.

May 12, 2015

Matthew F. Fitzgerald
Purchasing Manager

PROPOSAL FORM

RFP No. 8115
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

SEWER SYSTEM ASSESSMENT SOFTWARE

**** 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.

DATE: May 26, 2015

COMPANY NAME: Infrastructure Technologies LLC.
(PARTNERSHIP, CORPORATION, INDIVIDUAL, JOINT VENTURE, OTHER)

AUTHORIZED SIGNATURE: 

PRINT NAME & TITLE: Cori Criss, President

ADDRESS: 4921 Alexander Blvd., Suite B, Albuquerque, NM. 87107

PHONE NUMBER: 9702097374 FAX NUMBER: _____

E-MAIL ADDRESS: Cori@itpipes.com

FEDERAL TAX IDENTIFICATION NUMBER (Required): 80-0436780

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:

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 26th day of May, 2015.

Acknowledgement of Receipt of Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
2	May 22, 2015
1	May 21, 2015

GENERAL PROVISIONS AND REQUIREMENTS

1. Office Inspection software shall include:
 - a. Core product licensing compatible with a SQL server network
 - b. 1 license for viewing inspection videos and reports for unlimited users
 - c. 1 networked desktop computer (data editing) licenses with the following modules:
 - i. Module related to querying, filtering and otherwise analyzing the database data
 - ii. Module related to accurately measuring pipe defects.
 - iii. Module related to manhole inspections
 - iv. Module related to NASSCO PACP & MACP inspection reporting functions
 - v. Module related to analysis of CCTV inspection information including drill-down filtering, querying, reporting and export to Microsoft Excel
 - vi. Modules related to importing and exporting data from an ESRI ArcGIS geodatabase file including: data sending, receiving, selecting, viewing, plotting etc.
 - vii. Cityworks Integration module allowing assignment of specific work order types to coordinate with completed inspections, with GIS send ability to transfer work orders into inspections to be completed, with GIS select the ability to mass create work orders for inspections that were performed without work orders, reporting, and general upload of observation/inspection information into Cityworks
 - viii. Online installation, consultation and training for all modules

2. Mobile inspection software shall include:
 - a. 2 core product licenses for performing pipeline and manhole CCTV inspections from a truck desktop work station
 - b. Module related to connectivity with a pipeline CCTV camera and video capture
 - c. Module related to capturing and recording video from a pipeline and manhole CCTV camera
 - d. Module related to analysis of CCTV inspection information including drill-down filtering, querying, reporting and export to Microsoft Excel
 - e. Module related to controlling text overlay features in video display
 - f. Module related to manhole inspections
 - g. Module related to synchronizing mobile database with network database
 - h. Module related to NASSCO PACP & MACP inspection reporting functions
 - i. Modules related to importing and exporting data from an ESRI ArcGIS geodatabase file including: data sending, receiving, selecting, viewing, plotting, syncing, etc.
 - j. Module and compatibility with hardware related to ESRI ArcGIS software automatically navigating a map to the GPS coordinates of the vehicles location
 - k. Module related to scheduling and planning field inspections
 - l. On-site installation and training

3. The software package shall coordinate with the City of Portland's office software, ESRI ArcGIS system, and Azteca Cityworks Server AMS system.

4. All functions below must be available for working with mainline assets and manhole assets. Any function not specifically available for both asset types should be noted and detailed accordingly by the proposer.

5. Licensing, Database and Data Exchange
 - a. The software package must be licensed via software only, not using hard locks or hardware dependent devices for licensing.
 - b. The software database shall separate asset, inspection and observation fields into separate database tables, with all fields in the English language; databases with multiple fields named in other languages will be deemed unacceptable.
 - c. The software core license/package shall be capable of running on Windows 7 or 8 64 bit versions.
 - d. The database must allow for data import without special keys, hash indexing keys, or permission needed from the software vendor.
 - e. The default database for the mobile system shall be built in a run-time Microsoft Access or SQL database engine that is included with the purchase of the software.
 - f. The software shall provide scheduled automated updates between the mobile system database and the network server database via both wireless internet network and Ethernet cable.
 - g. The software shall provide tools for importing data into ESRI ArcGIS. Import data shall include mapping observations as points at their real world spatial distance along the asset line. The software shall also provide functionality for importing manhole inspection data and calculated structural scores.
 - h. When importing data into ESRI ArcGIS the software shall automatically prompt the administrator prior to allowing changes to the ESRI GIS data. Administrator shall direct the software to accept or deny changes.
 - i. The software shall provide tools for seamless integration with the City's Azteca Cityworks Server AMS CMMS.

6. Asset & Inspection Overview
 - a. The software shall have one main workspace with a navigation bar, as the user toggles through processes on the navigation bar, the center and right window shall change to display appropriate information and action icons. The windows shall be dockable.
 - b. The software shall let the user create and save queries that show all assets, within the project, with only specific data columns pre-defined by the user.
 - c. The software must let the user create assets, unlimited inspections for each asset, and unlimited observations for each inspection.
 - d. If a user creates a new inspection for an existing asset, the software must tie that inspection to the asset, not list the asset twice.
 - e. The software must let the user create a new inspection for the selected asset or resume an existing inspection for the selected asset; whereupon the software must merge any and/all videos for that inspection into one video file.
 - f. The software must have functionality to delete an asset with all inspections, only specific inspections, or multiple assets/inspections at one time.
 - g. When the user selects to input an observation, the software must automatically store a snapshot, bring in distance from the distance encoder, read off digital audio of the observation, and display any selected observation overlay display on-screen. This all must occur without user intervention.
 - h. The software must have programmable shortcut buttons available for data entry. This includes storing an observation code and related parameters (such as clock position, percentage, etc.) in a single-click button. With selection of the shortcut button inspection code, the software shall do automatic input of observation detail, snapshot capture, overlay software display of the observation text, severity rating input, digital read-out of the audio and any other inputs pre-defined.

- i. The software shall make an automated, compressed backup file of the project database the first time the database is opened every day. This shall be done without user intervention or notification.
7. Video Capture Module & Video Overlay Module
- a. The software must work off software based overlay display and not require a hardware based overlay system.
 - b. The software must work off video capture encoding hardware that are non-proprietary and do not have custom built drivers for the specific application.
 - c. The software Video Capture module shall allow the user to capture video in a default .wmv format.
 - d. The software shall prevent the user from entering observations while the video recording is paused. The software shall display a “pause” text display centered on the video picture when the video recording is paused.
 - e. The video capture module shall automatically merge multiple videos created for an inspection into one video file.
 - f. The user shall have the option to “resume” an inspection video, even if the computer has been shut down.
 - g. The software must allow for unlimited snapshots to be taken for any observation.
 - h. The overlay module shall let the user move text to any place on screen via drag and drop with the mouse, select any font available on the pc, select any color, and add any fields from the asset, inspection or observation tables into the overlay display to be maintained as part of the initial start-up screen or the overlay’s continuously running screen.
 - i. The software shall use a data acquisition card for distance collection from the camera system.
 - j. The software shall provide a tool for measuring structural defects such as pipe cracks and pipe offsets.
8. Viewing & Sharing
- a. The software shall have a pipe plot on-screen that allows selection of an observation code to simultaneously view the related snapshot.
 - b. The software shall automatically print pre-defined report PDF packages in the background after an inspection is completed. The mainline reporting tool shall print a pipe plot graphic and the manhole reporting tool shall print a manhole graphic.
 - c. The mobile software package must allow data sharing to the office software package with a single-click backup to include automatically transferring inspections, snapshots, videos and other related files onto desired CD, DVD or flash drive.
 - d. The software shall let the user highlight one asset, one inspection, or multiple assets and/or inspections to execute any of the below named “share” features.
 - i. The “share” features include printing, burning to media including CD, DVD, Blu-ray, writing to flash drive or hard drive.
 - ii. As the software shares the assets and/or inspections to media, a no-cost viewer application shall be included on the media in the form of a .exe file.
 - iii. The viewer application shall display asset, inspection, and observation detail, have the ability to review video, review snapshots, and review pdf reports.
 - e. The software shall allow the user access inspection observation and video information by selecting an asset in an ESRI ArcGIS system and Azteca Cityworks Server AMS system.

9. Review, Search, Sort, Group & Filter
 - a. The search tool, with a single click, shall let the user search all fields within the database for the input criteria, then hiding all assets, inspections or observations that do not meet the search criteria input.
 - b. The search tool, with a single-click, shall let the user select the specific data field to be searched and then search only that data field for the input criteria, then hiding all assets, inspections or observations that do not meet the search criteria input.
 - c. The sort tool shall let the user sort the columns displayed in “A to Z” or “Z to A” order and allow unlimited sorts within sorts, for example sort by pipe type, then by size within type, etc.
 - d. The filter tool shall let the user filter any specific field within the database for desired input, including drop-downs for all fields within the asset, inspection and observation tables; then hiding all assets, inspections or observations that do not meet the filtered criteria input. The filter tool shall let the user filter using up to 4 fields simultaneously.
 - e. The group tool shall let the user group information together by any specific field in a collapsible/expandable format, for example group by pipe material and the display shows all materials used in the project and the user can expand any material to see all assets, inspections or observations that have that pipe material selected; this tool shall let the user group the information displayed in an a to z or z to a order and allow unlimited grouping within groups, i.e. subsets.

10. Configuration
 - a. The software shall let an admin define asset, inspection and observation fields, toggle on off the following items for each field: create additional fields to display in the asset, inspection and/or observation windows or to create fields for storage and pass-thru of data; name the actual additional database field as well as the alias that is displayed inside the software.
 - b. The software shall let an admin define the order to display all asset, inspection, and observation fields.
 - c. The software shall let an admin select what fields are automatically duplicated when the user selects a “quickfill” icon inside the inspection software to duplicate information from one inspection to the next.
 - d. The software shall let an admin select what fields print on the mainline and manhole inspection reports.

11. PACP & MACP
 - a. The software shall allow import of PACP & MACP data.
 - b. With import of PACP data, the software shall allow full functionality and usage of the PACP data imported. For example, searching, sorting, querying, reporting, integration to ESRI ArcGIS and Cityworks CMMS systems, etc.
 - c. The software shall have a NASSCO certified PACP/MACP 6.0 modules. The software shall have a specific PACP printout that summarizes inspection information.
 - d. The software will include a complimentary upgrade/update to NASSCO certified PACP/MACP 7.0 when available for release.

12. ANNUAL SUPPORT
 - a. The software vendor shall provide an annual service and support agreement.

SEWER SYSTEM ASSESSMENT SOFTWARE PRICE FORM
(To be included with proposal)

Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
1	EA	Core License for Mainlines @ _____	2,900		5,800	
	2	Per Each				
2	EA	Digital Video Capture Module @ _____	2,650		5,250	
	2	Per Each				
3	USER	Core Network SQL License @ _____	N/A		9,100	
	3	Per User				
4	EA	Overlay Module @ _____	2,100		4,200	
	2	Per Each				
5	LS	On-Site Setup & Training for Office License @ _____	4,500		4,500	
	1	Per Lump Sum				
6	HR	Online Consultation & Training for Office License @ _____	1,000		1,000	
	8	Per Hour				
7	EA	GIS Send Module @ _____	N/A		2,495	
	3	Per Each				
8	EA	GIS Receive Module @ _____	2,500		2,500	
	3	Per Each				
9	EA	GIS Select Module @ _____	N/A		1,800	
	3	Per Each				

SEWER SYSTEM ASSESSMENT SOFTWARE PRICE FORM
(To be included with proposal)

Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
10	EA	GIS View Module @ _____	N/A		5,000	
	3	Per Each				
11	HR	Online Installation, Consultation & Training for GIS Modules @ _____	N/A		2,000	
	16	Per Hour				
12	EA	Synchronization Module (for multiple trucks) @ _____	5,000		5,000	
	1	Per Each				
13	HR	Online Installation, Consultation & Training for Synchronization Module @ _____	Included		Included	
	8	Per Hour				
14	EA	Cityworks Integration Module @ _____	5,000		5,000	
	1	Per Each				
15	HR	Online Installation, Consultation & Training for Cityworks Integration Module @ _____	Included		Included	
	8	Per Hour				
16	HR	Annual Service and Support @ _____ Included for year of initial purchase and therefore not added to the total price on this RFP.	125		2,000	
	1*	Per Hour for 1 Year – Actually Qty used will be billed at this rate				

SEWER SYSTEM ASSESSMENT SOFTWARE PRICE FORM
(To be included with proposal)

Item No.	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
			53,645	00	53,645	00
TOTAL AMOUNT WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES – TO BE USED IN SELECTION EVALUATION Fifty three thousand six hundred forty five dollars and no cents.						
<hr/> <p align="center"><i>(Written)</i></p> <hr/>						

REFERENCES

List below current business references for which you have performed work similar to that required by this proposal. Please provide this information for each partner in a Joint Venture, and for all Subcontractors.

Facility: City of Bangor, Maine
 Address: 530 Maine Avenue
 City, State, Zip Code: Bangor, Maine 04401
 Telephone Number: 207-992-4513
 Contact Person: Sean Currier until June 3, after that Jamie Brooker.
 Dates of Service: 2012 to current.

Facility: City of Lewiston, Maine
 Address: 103 Adams Avenue
 City, State, Zip Code: Lewiston, Maine 04201
 Telephone Number: 207-513-3003
 Contact Person: Kevin Gagne
 Dates of Service: 2012 to current.

Facility: Washington Sanitary Suburban Commission
 Address: 14511 Schweitzer Lane
 City, State, Zip Code: Laurel D.C.
 Telephone Number: 240-381-7911
 Contact Person: Glen Diaz
 Dates of Service: 2010 to current.

Complete this form and submit it with Form of Proposal.

..

INFRASTRUCTURE TECHNOLOGIES

is pleased to present a

Proposal for the
City of Portland, Maine
Department of Public Services

**Sewer System Assessment Software
RFP Number 8115**

Due: May 27, 2015



Proposal for Underground Inspection Software

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Proposal for Underground Inspection Software

Overview

Based on what we've learned from Portland's needs, we've included the following in this proposal. This does cover installation, configuration, testing, setup and training of ITpipes.

ITpipes Software Packages:

- [Office System](#)
- [Mobile CCTV System](#)
- [Sync Module](#)
- [GIS viewIT](#)
- [GPS locating hardware](#)

I.T. Consulting Services: Workflow Development & Template Building

Often with underground inspection management, there are challenges related to processes and procedures, inefficiencies that can use outside expertise to address. Infrastructure Technologies has helped clients across the nation with such challenges in a consulting capacity. Having ITpipes software is a significant aid in streamlining how clients inspect and manage data, but having additional expertise can help overcome added challenges.

We've included initial consulting time to help the City develop a workflow surrounding ITpipes. We'll do an investigation call to determine what activities are already known and set processes are in place. From there, we'll provide related documentation on those and offer input/direction on suggested processes and workflow. Additional services to create Standard Operating Procedural Manuals are also available after the initial implementation.

ITpipes Software Package – Mainline System ^

ITpipes starts with a powerful core license and can be expanded with a series of software plug-ins, called modules. Each module contains a set of functions that have demonstrated importance for specific asset or inspection needs. Most clients will need a "package" or some modules for typical inspection needs, but this can be expanded at any time in the future. Once you've purchased an ITpipes core license, additional modules can be added via email and online services at any time. On our website, you will find a page listing of all available ITpipes modules. This page is designed to serve as a quick reference to the modules available, but not as a guide to build your ITpipes solution. We do recommend you review the listing to confirm we haven't left out any modules or features of interest.

[ITpipes Office System - Mainline](#)

Here we've outlined a package that brings together the features we believe are essential for Healdsburg's requirements. This includes:

- ITpipes 3 user SQL network license for mainlines with PACP
- Manhole Module with MACP



Proposal for Underground Inspection Software

- Analysis module
- ITpipes Measurement Module
- GIS send and GIS receive
- GIS select & GIS Plot
- GIS ViewIT for unlimited users
- Cityworks Integration
- online setup and training and onsite training

ITpipes Core license – SQL Network ^

The core license is designed to be user-friendly for inspections, review, sharing and data management. We have extremely comprehensive tools that are highly based on the configuration of your ITpipes implementation. The intuitive workspace is designed to be identical regardless of the asset type or configuration.

Network licensing includes SQL compatibility for the inspection database. Network licensing is identical to the single-user core license and has all identical features, but runs on SQL Server.

Many municipal clients will run “Access” ITpipes core license in the vehicle (or their contractors will use ITpipes with Access in the vehicle) and ITpipes core SQL licensing in the office. ITpipes manages moving the data from Access to SQL using our merge or sync module, so this change of database from the vehicle to the office is performed behind the scenes. Below we have identified specific key components that outline the core license in relation to your needs.

- Inspection data entry or modification with snapshot and video capture
- Full edit and modification capabilities
- Template Editor tool for configurability; Configurable template building including file naming, systematic
- Data quality control and merging tools
- NASSCO PACP/MACP Certified
- Easy-to-use, intuitive workspace
- Searching or locating specific assets and/or inspections
- Searching, sorting, filtering and grouping functions
- Unlimited assets and unlimited asset inspection capability
- Comprehensive filtering tools with SmartTabs
- Flexible, easy to understand database is created in an open, non-proprietary format



Proposal for Underground Inspection Software

Core License Template Editor Tool - Configuration

Here are some features inside ITpipes that will be of benefit from a technical standpoint on the configuration side.

Configuration of setup:

- pre-define file naming convention for all associated media file types and systematic storage details
- pre-define overlay/text generator display settings and options
- automated picture capture can be turned on/off completely, set to on/off for specific observation groups or modifiers, or set to on/off for specific observation descriptions

Configuration of entry windows – all fields are configurable including:

- caption name and database field that data input writes to
- new db fields can be created by an Administrative User with your specific field names
- input requirements such as input required off drop-down, manual typed input required, input off drop-down or manual input, and read-only fields
- automatic code input based on other variable inputs
- pre-define on “duplicate” asset which fields automatically repeat themselves or auto-populate with default information

Configuration of Share features:

- pre-define user reports available and report packages
- configure header grids with all fields on printouts

Analysis Module – SmartTabs

The analysis module gives you instant access to dynamic reporting via SmartTabs for both mainline and manhole assets and inspections. Features and benefits of SmartTabs include:

- SmartTabs can be created to give single-click access to pre-configured reports.
- Reports can include unlimited columns of information and detail from asset, inspection and/or observation fields to display exactly the information you need.
- Unlimited filters and queries for asset, inspection, or observation information can be applied to a SmartTab, allowing you the ability to drill-down and display only the records that meet your criteria.
- Users can toggle between SmartTabs to view up-to-date reports. Of course the normal sorting, grouping, searching and filtering tools can work inside any SmartTab to further narrow down your results.
- All SmartTabs can be opened in Microsoft Excel with a single click.



Proposal for Underground Inspection Software

Here you can see several SmartTabs listed under the Mainline Tab. This report is displaying all observations with the word “crack” that are a level 3 or higher. The report is sorted by Grade only.

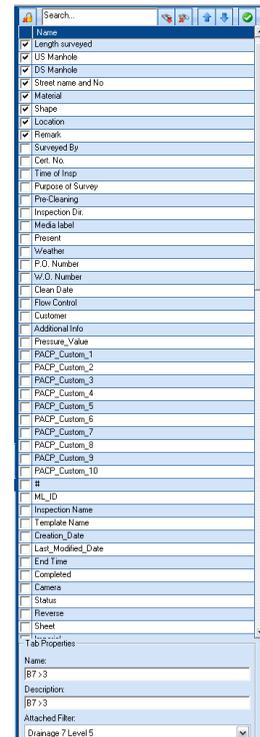
Mainline		Manhole		Lateral		
Roots >3	Collapse>All	Concrete-Cr...	Lats >3	Cracks >3		
Drainage Area	US Man...	DS Man...	Street name and No	Description	Gra...	
5053	SL0023	6446	6447	W Penn Ext. going west	Hole Soil Visible, from 03 to 06 o'clock, within 8 inch: YES, Remark: cracked	5
1658	SL0012	5415	5402	W North from N Bluff	Repair Patch Defective, at 12 o'clock, within 8 inch: YES, Remark: pipe cracked all o...	4
6590	SL0003	5241	5242	NEGLEY AVE	Repair Patch Defective, at 12 o'clock, within 8 inch: YES, Comments: CRACKED	4
11457	Upper Sullivan Run	8003	8004	N. McKean St.	infiltration, runner from 07 to 09 o'clock, Remark: cracked joint	4
3321	SL0033	5420	5421	E FULTON ST	Crack Multiple, from 09 to 12 o'clock, within 8 inch: YES	3
646	SL0007	5179	END	W WAYNE	Crack Multiple, from 05 to 09 o'clock, within 8 inch: YES	3
8222	SL0004	5323	5324	TAFT ST.	Crack Multiple, from 08 to 12 o'clock, within 8 inch: YES	3
5642	SL0008	5309	5310	W JEFFERSON	Crack Multiple, from 09 to 03 o'clock, within 8 inch: YES	3
2428	SL0016	5438	5417	N. Jackson St. to W. Pe...	Crack Multiple, from 01 to 12 o'clock, within 8 inch: YES	3
9241	Upper Sullivan Run	6597	upstream	Off Rte #8	crack, multiple from 12 to 12 o'clock	3
4542	SL0022	8060	8061	ARCHERY LANE	Crack Multiple, from 12 to 12 o'clock, within 8 inch: YES, end	3
4541	SL0022	8060	8061	ARCHERY LANE	Crack Multiple, from 12 to 12 o'clock, within 8 inch: YES, start	3
6687	SL0003	5246	5247	NEGLEY AVE	Crack Multiple, from 09 to 03 o'clock, within 8 inch: YES	3
5637	SL0008	5309	5310	W JEFFERSON	Crack Multiple, from 09 to 03 o'clock, within 8 inch: YES	3
6568	SL0003	5243	5227	NEGLEY AVE	Crack Multiple, from 09 to 03 o'clock, within 8 inch: YES	3
4547	SL0022	8060	8061	ARCHERY LANE	Crack Multiple, from 12 to 12 o'clock, within 8 inch: YES	3
1126	SL0009	5302	5303	from Cunningham to Jeff...	Crack Multiple, from 12 to 11 o'clock, within 8 inch: YES, start	3
2516	SL0017	4826	5479	MAIN ST	Crack Multiple, from 12 to 12 o'clock, within 8 inch: YES	3
2335	SL0018	5347	5439	N CEDAR ST.	Crack Multiple, from 12 to 12 o'clock, within 8 inch: YES, end	3
4553	SL0022	8060	8061	ARCHERY LANE	Crack Multiple, from 12 to 12 o'clock, within 8 inch: YES, end	3
8801	Muntz	2044	2045	Muntz	Crack Multiple, from 12 to 11 o'clock, within 8 inch: YES	3
8803	Muntz	2044	2045	Muntz	Crack Multiple, from 12 to 11 o'clock, within 8 inch: YES	3
602	SL0007	5185	5193	S WASHINGTON ST	Crack Multiple, from 09 to 03 o'clock, within 8 inch: YES, start	3
6597	SL0003	5241	5242	NEGLEY AVE	Crack Multiple, from 12 to 02 o'clock, within 8 inch: YES, end	3
11243	Upper Sullivan Run	8016	8017	Belmont Rd.	crack, multiple from 10 to 02 o'clock	3
2547	SL0017	4826	4829	MAIN ST	Crack Multiple, from 09 to 03 o'clock, within 8 inch: YES	3
12788	Upper Sullivan Run	6107	6108	Carrington Ave.	crack, multiple from 12 to 12 o'clock, Remark: stained from leaking	3
8144	SL0005	MH-5690	MH-4821	BANTMAN TO PILLOW	Crack Multiple, from 12 to 12 o'clock, within 8 inch: YES	3
4497	SL0022	8061	8062	ARCHERY LANE	Crack Multiple, from 09 to 03 o'clock, within 8 inch: YES	3
1138	SL0009	5303	5304	from Cunningham to Jeff...	Crack Multiple, from 12 to 11 o'clock, within 8 inch: YES, end	3
2576	SL0017	5418	5480	MAIN ST	Crack Multiple, from 09 to 03 o'clock, within 8 inch: YES	3
1318	SL0010	5376	5371	S. Jackson from W. Loc...	Crack Multiple, from 08 to 04 o'clock, within 8 inch: YES	3
2108	0015	5444	5443	W. Fulton St. to Chestnu...	Crack Multiple, from 01 to 12 o'clock, within 8 inch: YES, end	3
11134	Upper Sullivan Run	8044	8045	Arch St.	crack, multiple from 07 to 02 o'clock	3
6516	SL0003	5240	5067	MILL ST	Crack Multiple, from 12 to 12 o'clock, within 8 inch: YES, end	3
13283	Upper Sullivan Run	6069	6070	Off Sharon Drive	crack, multiple from 12 to 12 o'clock	3

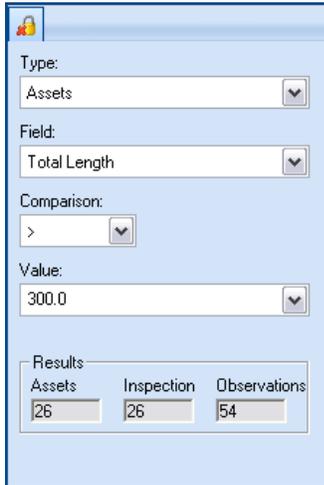
Create SmartTabs

SmartTabs are quick and easy to create. Additional features include:

- A simple picklist shows all available fields, including any configured fields you’ve setup in your template.
- Any available user field in the database is also available for displaying on a tab.
- Tabs can be created for any asset type available in your license, mainlines, manholes or laterals.
- Tabs can be set at all 3 levels, asset detail, inspection detail or inspection observation detail!

Select the filter you want applied to the tab, see Define Filters to learn how flexible this is!





Build Filters

Create the queries that make-up the filter using simple drop-downs as shown below.

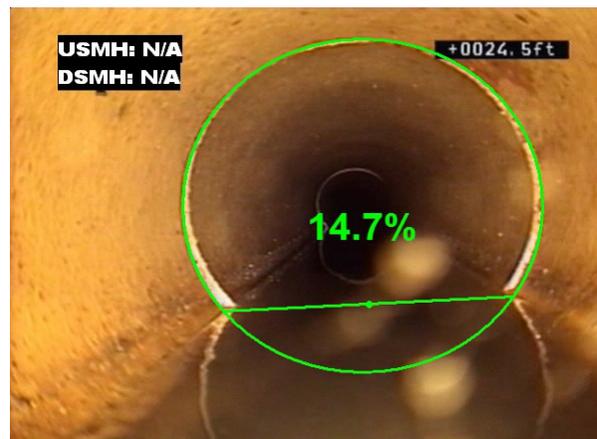
- Select any asset, inspection or observation field, drop downs show all fields available.
- Select the comparison for querying the field, for example asset field is equal to a value.
- Select the detail of the query.

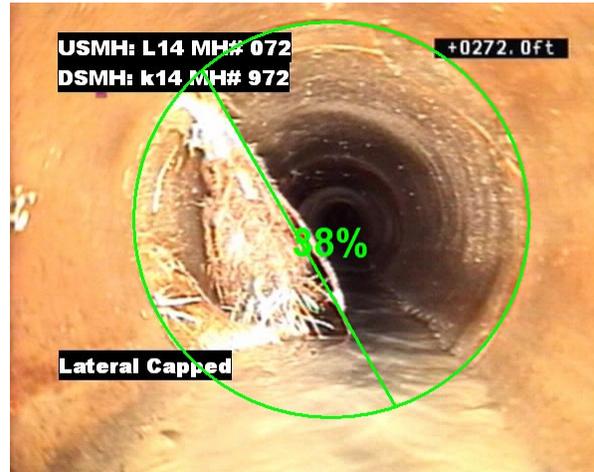
Unlimited queries can be added to any filter.

Measurement Module [^](#)

The ITpipes measurement module gives you accurate detailed reporting for your pipeline inspections. Printed reports show full calculation details, so values can be confirmed manually at any time.

- Can be used to confirm *debris level* for cleaning purposes.
- Used to determine *water level* for flow measurement.
- *Grease levels* can now be accurately recorded, a picture's worth a thousand words!
- *Lateral intrusion* can now be effectively measured prior to your relining or rehab project.
- *Offset joint measurement* - shows in inches/centimeter the detail of the offset.
- Check out the images below to see how the measurement module can be used.





GIS Modules ^

We do have promotional videos for GIS Select, GIS Plot, and GIS ViewIT to show how these modules work. They are included on the flash drive enclosed in this packet.

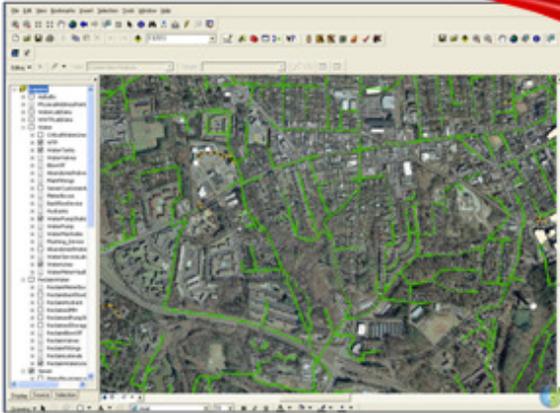
GIS Send ^

GIS send seamlessly transfers data from your GIS into ITpipes. This eliminates operator entry, confirms the correct asset is being inspected, improves quality control and eliminates qa/qc efforts.

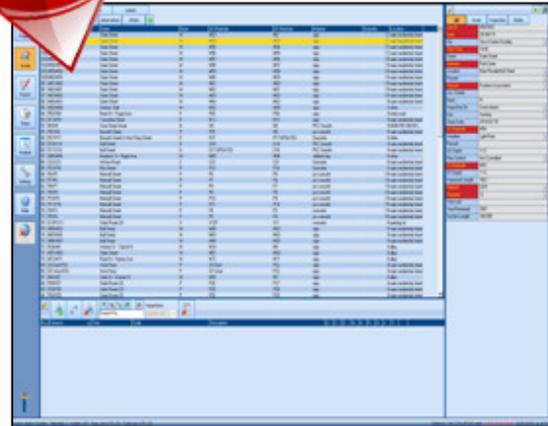
- Send a single asset as-needed or groups of assets for project management.
- Eliminates quality control for data entry for either the operator or supervisor.
- Allows a supervisor or scheduler to pre-populate assets to be inspected.
- Confirms data validation fields (generally pipe id and manhole numbers) match when uploading to GIS (see GIS receive module).
- Fully configurable setup options including layer selection, field mapping, and more.
- GIS send works with your geodatabase direct including all ESRI 9X and 10x versions.



Seamlessly transfer assets from your GIS into I.T.pipes using GIS SEND!



Asset is now in I.T.pipes and ready to be inspected by field personnel.



GIS send can be used in the field "live" or in the office to organize scheduling.

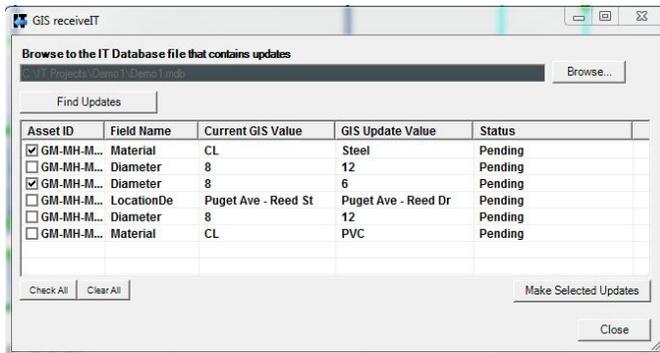
GIS Receive [^]

GIS receive keeps your maps current with information direct from your field crews or your office ITpipes master database. Fully configurable and controllable by your GIS admin, GIS receive gives you the following features/benefits:

- GIS receive uploads data direct into your geodatabase, fully reliant on ESRI permissions for comprehensive quality control.
- **Fully configurable settings** for field mapping.

Note:

- Each change is manually listed for approval.
- As updates occur the status is automatically revised.
- Users must be in a GIS "edit" session to use GIS receive.



ITpipes Mobile System – Mainlines [^]

We've included the following in the proposal for setup of one mobile system:

- ITpipes core license with PACP module

Proposal for Underground Inspection Software

- Video capture module
- Overlay module
- Manhole module with MACP Module
- GIS send module
- And onsite install and training for 3 days

Below, we have outlined features in the core license that are specific to field collection and modules that are part of the mobile package.

Core License - Asset & Inspection Detail [^](#)

Detailed information can be pre-populated from the GIS using GIS send (reviewed later). All data entry is done in the right window so the operator is always “working in” or “typing in” the same area of the screen. This is identical for working with pipes, manholes, or other types of assets inside the ITpipes software.

Video Capture Module [^](#)

The video capture module simplifies recording by automating several processes for the operator. Video capture records as a default in WMV video format.



Video capture controls help with:

- automated picture capture
- requiring video capture before stating an inspection
- pause warns operator visually
- observation input requires recording to be “in process”
- resume feature automatically merges reverse or stopped inspections into one full video when complete
- Hotkeys for observation entry during recording speed up the entire process.

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Overlay Module [^](#)

The ITpipes overlay module serves two main purposes:

- 1) The overlay card kit brings in distance/footage from the encoder/counter attached to the cable reel and camera. This works with any US standard 5 to 12 volt system.
- 2) This also allows the user to modify text overlay display, placement, size, color and more.



Integration with CCTV Equipment [^](#)

ITpipes is independent of camera hardware and only needs hardware items based on what you want the software to manage. The most common communication hardware pieces are listed below:

- Video input to CCTV inspection software: This is used for capturing digital video. ITpipes works with any incoming NTSC/PAL video source.
- Distance input to CCTV inspection software: This is used for displaying the distance the camera is into the pipe on the overlay/text generator. I.T. works with any incoming 5 to 12 volt encoder system to bring in appropriate signals and display this information on the video picture. We've setup multiple systems with RS Technical hardware.

In the future, if the City is looking to utilize side-scanning hardware, ITpipes does have the ability to work with any side-scanning equipment, if the mfr allows us access to their API or necessary setup information to build the associated software controls and module. ITpipes does already fully function with Rapidview/ Ibak Panaramo equipment and Aries side-scanning equipment.

GIS Send – for mobile system [^](#)

GIS send seamlessly transfers data from your GIS into ITpipes. This eliminates operator manual data entry, confirms the correct asset is being inspected, improves quality control and eliminates qa/qc efforts. (see "Office System" for more information on GIS send.)

GPS Location Device [^](#)

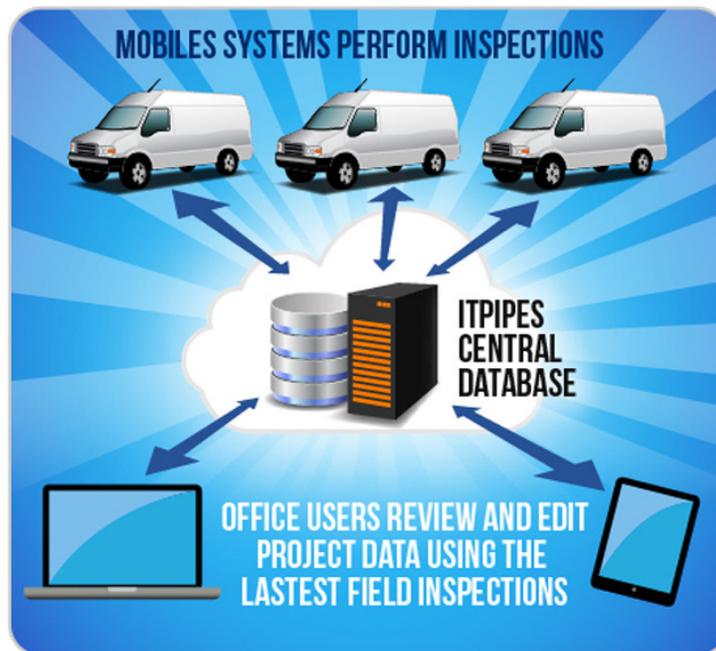
ITpipes includes a GPS "on location" device at no cost. This device allows visualization for operators on the map. This shows their real-time location inside ArcMap so they can easily select nearby assets, ensuring they are always selecting the correct asset to inspect.

Proposal for Underground Inspection Software

Sync Module [^]

The sync module automatically transfers new field inspections into a central ITpipes project—managing your data, PDFs, media and other inspection info! Features/benefits include:

- All your portable systems or incoming contractor work can be synced to one central project.
- Eliminate time wasted managing hard drives or other media that are often physically misplaced, damaged and disorganized!
- Sync eliminates the manpower and time needed to manually merge data!
- Automated email notification of Sync logs and automatic pickup if interrupted, reducing “clean-up” and QC efforts.
- Incoming inspections are automatically organized onto your server based on user-definable criteria.
- With the analysis module, SmartTabs© are dynamically updated to reflect current queries and filters.
- For manhole inspections, the ITpipes tablet solutions provide maximum portability and comprehensive data collection tools that can sync automatically with the ITpipes office package.





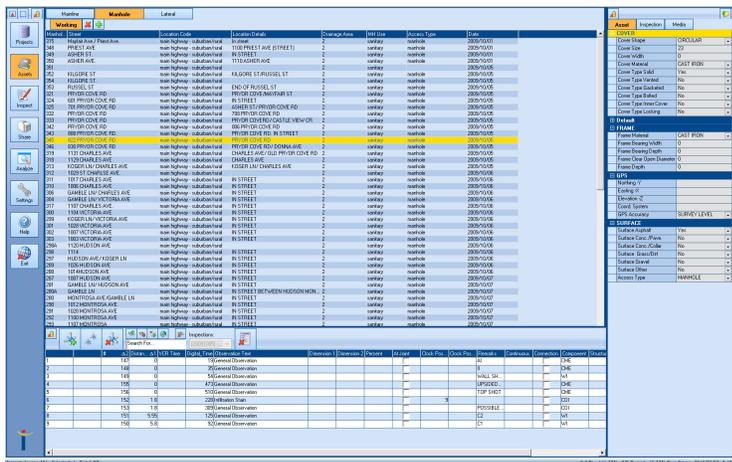
Proposal for Underground Inspection Software

ITpipes Software Package – Manhole Module ^

The manhole module has all the functionality available with the core license, but is specifically geared towards “structures” or manholes. This includes unique printouts and manhole connection tracking information. This module includes the following capabilities:

- Creates structure inspection reports that can be used for manholes, catch basins, siphons, etc.
- Workspace is designed to track asset information, inspection detail, inspection observation detail, and associated media.
- Full configuration and setup of a template is possible, see core license for details on template configuration options.
- Software will create a vertical schematic of the manhole or structure displaying depth and or other options. For sample printouts please review the Sales Lounge, Asset Modules/Manhole Module.
- User can associate an unlimited number of pictures per observation and unlimited number of observations for the inspection.
- User can associate an unlimited number of incoming/outgoing connections to the structure.
- User can associate full video with the inspection by either browsing to the video or by capturing the video using the digital video capture module.

Here are sample screenshots and printouts from the manhole module.



Manhole list in center, data entry window on right, observation list in bottom window.

Proposal for Underground Inspection Software



Manhole No.	City	Street	Location Code	Loco.	Int Use	Drain	Year B.	Year E.	Down	Info	Depth	Flow						
301	JASPER	14 GAMBELL LN	main highway - subterranean	IN STR.	sanitary	2			JASPER	57	0							
302	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
303	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
304	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
305	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
306	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
307	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
308	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
309	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
310	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
311	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
312	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
313	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
314	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
315	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
316	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
317	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
318	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
319	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
320	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
321	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
322	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
323	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
324	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
325	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
326	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
327	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
328	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
329	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
330	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
331	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
332	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
333	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
334	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
335	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
336	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
337	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
338	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
339	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
340	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
341	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
342	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
343	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							
344	JASPER	1021 MONTROSS AVE	main highway - subterranean	IN STR.	sanitary	2			JASPER	58	0							

List of manholes grouped together.

Manhole workspace showing captured snapshots/video.

All sample reports can be reviewed in our online SolutionSite.



Proposal for Underground Inspection Software

- annual maintenance releases with bug fixes, free features, updates,
- and the ability to download demo software modules (with approval from sales rep)

Detail on the various services available with different levels is available on the SolutionSite.

References

We have provided 3 references on the requested reference sheet, with additional detail regarding each reference listed below.

City of Bangor, Maine: Bangor initially moved to ITpipes in 2012 with the purchase of a new Ibak CCTV unit. Simultaneously, they setup an ITpipes network license along with GIS tools. Inspections completed in the field automatically Sync to the office network license. After the initial implementation, in 2013, they implemented additional GIS tools. They are using several of the tools proposed to Portland, including GIS ViewIT, GIS send, and GIS select.

They now are beta-testing our Mobility Tablet options. They are planning this year to add in a second CCTV unit with ITpipes.

Sean Currier is the main contact, however, is moving to a different agency on June 3. Jamie Brooker will be in charge of ITpipes at the City and does have some experience working with ITpipes.

City of Lewiston, Maine: Lewiston initially moved to ITpipes in 2012 with one CCTV unit. They use an ITpipes 3 user network license, with analysis, PACP, and GIS tools. They are currently planning to add GIS viewIT.

Washington Sanitary Sewer Commission: WSSC moved to ITpipes in 2010. They use ITpipes in 5 mobile units and a 10 user network license. They are an intense mobile user.

Summary

We're pleased to provide this proposal to Portland and hope you find this as discussed. Should you decide to move forward, once we have an order confirmation, we assign an ITpipes Implementer (II) to work with me on the City's implementation. The II becomes the daily contact for the City and lead for the implementation for ITpipes. Implementation times vary and are heavily dependent on how active a role your personnel are able to take in follow-up. If you have any questions prior to hearing from me, please don't hesitate to email or call.

**AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
R.E. COLEMAN, INC.**

THIS AGREEMENT is entered into this 21st day of July, 2015, by and between the **CITY OF PORTLAND**, a body politic and corporate (hereinafter the “**CITY**”), and **R.E. COLEMAN, INC.**, a Maine corporation with a mailing address of 126 Industrial Way, Portland, Maine 04103-1082 (hereinafter the "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the **CITY** is in need of sewer pipe separation on Deering Street and did advertise for Request for Bids #7015, entitled “Deering Street Reconstruction,” (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 April 21, 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 and will perform all work required to construct separated storm and sewer infrastructure (hereinafter the “Work”), in accordance with the specifications contained in the Contract and Specifications issued to the Contractors under date of March 23, 2015 (the “Request

for Bids”) by the Purchasing Manager for the City of Portland, and also in accordance with **CONTRACTOR**’s Proposal. A copy of said Request for Bids, including all items in its TABLE OF CONTENTS, ADDENDA are attached to this Agreement and made a part herein and include, without limitation:

Standard General Conditions of the Construction Contract (EJCDC)

CWSRF Supplementary Conditions

Boring Logs

Attached Plans

Portland Water District (PWD) Construction Documents

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.

All work shall be performed in conformance with Davis-Bacon prevailing wage rates, which are made a part of this Agreement and also with all federal requirements found in the Clean Water State Revolving Fund (CWSRF) Supplementary Conditions and with all other provisions listed in the Request for Bids.

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 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 immediately, with substantial completion of the project made as of November 13, 2015 as detailed in the RFB and final completion as of July 1, 2016. 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”).
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 Two Million One Hundred Twenty-Eight Thousand Three Hundred Thirteen Dollars (\$2,128,313.00), based on the rates set forth in the proposal. The City shall not be responsible for payment to **CONTRACTOR** for any costs related to the water main replacement described in the Request for Bids and the Proposal. That work is the subject of a separate contract between the **CONTRACTOR** and the Portland Water District that shall run concurrently with this Agreement.
11. 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. Subject to the payment provisions below, 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.
12. Payment shall be in accordance with Section 108 of 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 for a period of one year from the date of substantial completion.
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. The **CONTRACTOR** agrees that the winter operations aspect of the project shall be coordinated with the City's winter efforts and the additional costs associated with the activities not be borne by the City. Winter Maintenance shall be considered incidental to the cost of the work and no extra payment will be made.
CONTRACTOR shall provide a minimum of one loader and necessary personnel for the project site which shall be used for the removal of ice and/or snow during the winter period. **CONTRACTOR** shall plow and remove snow and ice within the area of the project's winter work including but not limited to maintaining access to driveways and side streets, crosswalks and sidewalks. All areas shall have snow and ice removed within 6 hours of start of any storm event. **CONTRACTOR** shall clear the access to driveways and road crossings of snow within the area impacted by the project's winter work. **CONTRACTOR** shall remove stockpiled snow from the project area when it is necessary for work progress (when the stockpiled snow impacts traffic or when the stockpiled snow impacts sidewalks and school routes).

CONTRACTOR shall provide on-site response to sand/salt treatment, snow plowing, and snow removal operations within one hour of receiving a request from the City. **CONTRACTOR** shall provide for maintenance of the trench and driveway aprons impacted by the project's winter work. Replacement materials of sufficient strength and integrity shall be used for roadway and aprons to hold up to winter conditions. The Contractor shall be responsible for this work which shall be considered incidental to the project.

CONTRACTOR shall not re-stripe the street associated with winter work but shall ensure the delineation of the work zone as the project progresses. Re-establishment of the work zone following a storm will be required when snow removal operations have been completed. No payment will be made for the replacement of traffic control devices.

The City will not be reimbursed for sand/salt treatment, snow plowing, or snow and ice removal operations associated with this project. In the event that a shut-down period is required, **CONTRACTOR** shall contact the City and a time frame shall be established under mutual agreement only. Any shutdown shall not relieve the contractor of the required completion dates. The contractor shall not be entitled to any claims or extra costs. **CONTRACTOR** acknowledges that frozen materials shall not be used in any aspects of the project and the no payment shall be made for the methods necessary to keep materials free from freezing.

- 17. 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.
- 18. 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.
- 19. **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 **R.E. COLEMAN, INC.** has caused this Agreement to be signed and sealed by Rodney E. Coleman its President, thereunto duly authorized, the day and date first above written.

WITNESS:
Sonia Bear

CITY OF PORTLAND
 By: Jon P. Jennings
 Its City Manager

WITNESS:
William M. [Signature]

R.E. COLEMAN, INC.
 By: Rodney E. Coleman
 (Rodney E. Coleman - President)

Print or type name: Rodney E. Coleman

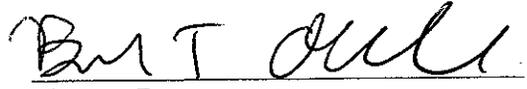
Its: President

Approved as to form:



Corporation Counsel's Office

Approved as to funds:



Finance Department

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

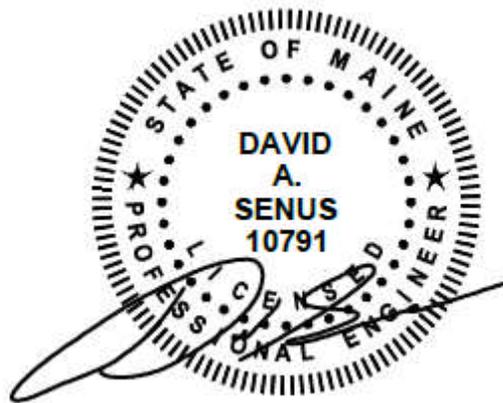
CONTRACT AND SPECIFICATIONS

for

DEERING STREET RECONSTRUCTION

Bid Number: 7015

Dated: March 23, 2015



3/23/2015

PROPOSAL

Bid No. 7015
 CITY OF PORTLAND, MAINE
 DEPARTMENT OF PUBLIC SERVICES

PROJECT: DEERING STREET SEWER SEPARATION

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 (if applicable)

COMPANY NAME: R.E. Coleman, Inc.
 (Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: [Signature] DATE: 04/21/2015
 (Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: Rodney E. Coleman - President

ADDRESS: 176 Industrial Way
Portland, ME. 04103 - 1082
 Zip Code

TELEPHONE: (207)-797-3779 FAX: (207)-797-3773

24 HOUR #: (207)-899-6333

E-MAIL ADDRESS: bill.recoleman@maine.rr.com

FEDERAL TAX I.D. NUMBER: 01-0476287

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.

SEWER SEPARATION BID FORM						
DEERING STREET RECONSTRUCTION PROJECT						
PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
201.231	EA	Remove Single Tree including Stump @ <u>One Thousand Dollars</u> <u>and No Cents</u>	1,000	.00	10,000	.00
	10	Per Each				
202.091	LF	Remove Existing Curbing @ <u>Three Dollars</u> <u>and Fifty Cents</u>	3	.50	11,700	.00
	3,200	Per Linear Foot				
202.15	EA	Remove Existing Manhole or Catch Basin @ <u>Nine Hundred Dollars</u> <u>and No Cents</u>	900	.00	3,600	.00
	4	Per Each				
202.16	LF	Remove Existing Storm/Sewer Pipe @ <u>Fifty Dollars</u> <u>and No Cents</u>	50	.00	4,250	.00
	85	Per Linear Foot				
202.20	SY	Remove Existing Bituminous Concrete Pavement @ <u>Four Dollars</u> <u>and No Cents</u>	4	.00	23,700	.00
	5,800	Per Square Yard				
202.202	SY	Remove Pavement Surface @ <u>Eight Dollars and</u> <u>Eighty - Cents</u>	8	.80	9,680	.00
	1,100	Per Square Yard				
203.20	CY	Common Excavation @ <u>Sixteen Dollars</u> <u>No Cents</u>	16	.00	30,400	.00
	1,900	Per Cubic Yard				
203.25*	CY	Granular Borrow @ <u>Twenty-Eight Dollars</u> <u>No Cents</u>	28	.00	2,800	.00
	100	Per Cubic Yard				

SEWER SEPARATION BID FORM						
DEERING STREET RECONSTRUCTION PROJECT						
PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
203.28	VF	Test Pit Excavation @ <u>One Hundred Dollars</u>	100.00		5,000.00	
	50	<u>No Cents</u> Per Vertical Foot				
203.31*	CY	Crushed Stone, 703.31 - Type 'A' (Overdepth) @ <u>Sixty-Five Dollars</u>	65.00		3,250.00	
	50	<u>No Cents</u> Per Cubic Yard				
206.061*	CY	Earth Excavation, Below Grade (Overdepth) @ <u>Forty Dollars</u>	40.00		2,000.00	
	50	<u>No Cents</u> Per Cubic Yard				
206.07	CY	Structural Rock Excavation @ <u>One Hundred and Sixty-Five Dollars</u>	165.00		181,500.00	
	1,100	<u>and No Cents</u> Per Cubic Yard				
304.09	CY	Aggregate Base Course - Crushed Type "B" @ <u>Thirty-Six Dollars</u>	36.00		25,200.00	
	700	<u>and No Cents</u> Per Cubic Yard				
304.10	CY	Aggregate Subbase Course - Gravel Type "D" @ <u>Twenty-Five Dollars</u>	25.00		87,500.00	
	3,500	<u>and No Cents</u> Per Cubic Yard				
403.207	TON	Hot Bituminous Pavement, Grading "B" (19mm) @ <u>Eighty-Four Dollars</u>	84.00		98,280.00	
	1,170	<u>and No Cents</u> Per Ton				
403.210	TON	Hot Bituminous Pavement, Grading "D" (9.5mm) @ <u>Eighty-Six Dollars</u>	86.00		70,520.00	
	820	<u>and No Cents</u> Per Ton				

SEWER SEPARATION BID FORM DEERING STREET RECONSTRUCTION PROJECT PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
502.561	EA	Bentonite Clay Trench Dam @ <u>One Thousand Dollars</u> <u>and No Cents</u>	1,000.00		3,000.00	
	3	Per Each				
603.149	LF	10" Diameter Storm Drain Pipe @ <u>Sixty Dollars</u> <u>No Cents</u>	60.00		29,400.00	
	490	Per Linear Foot				
603.15	LF	12" Diameter Storm Drain/Sewer Pipe @ <u>Seventy Dollars</u> <u>No Cents</u>	70.00		33,600.00	
	480	Per Linear Foot				
603.169	LF	15" Diameter Storm Drain/Sewer Pipe @ <u>One Hundred and Forty Dollars</u> <u>and No Cents</u>	140.00		140,000.00	
	1,000	Per Linear Foot				
603.179	LF	18" Diameter Sewer Pipe @ <u>Two Hundred and Forty Dollars</u> <u>and No Cents</u>	240.00		197,200.00	
	780	Per Linear Foot				
603.195	LF	24" Diameter Storm Drain Pipe @ <u>One Hundred and Ninety Eight</u> <u>Dollars and No Cents</u>	198.00		375,220.00	
	1,390	Per Linear Foot				
604.13	EA	4' Diameter Catch Basin @ <u>Two Thousand Dollars (No Cents)</u>	2,000.00		24,000.00	
	12	Per Each				
604.15	EA	4' Diameter Manhole @ <u>Three Thousand Eight</u> <u>Hundred Dollars (No Cents)</u>	3,800.00		107,600.00	
	27	Per Each				
604.153	EA	5' Diameter Manhole @ <u>Six Thousand Dollars (No Cents)</u>	6,000.00		6,000.00	
	1	Per Each				

SEWER SEPARATION BID FORM						
DEERING STREET RECONSTRUCTION PROJECT						
PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
604.157	EA	6' Diameter Doghouse Manhole @ <u>Eight Thousand Dollars</u> <u>and No Cents</u> Per Each	8,000.00		8,000.00	
	1					
604.163	EA	Replacing Frame & Grate/Cover for Existing Structures @ <u>Six Hundred and Fifty Dollars</u> <u>and No Cents</u> Per Each	650.00		1,300.00	
	2					
604.171	EA	Altering Existing Catch Basin or Manhole @ <u>One Thousand Six Hundred Dollars</u> <u>and No Cents</u> Per Each	1,600.00		8,000.00	
	5					
604.18	EA	Adjusting Manhole or Catch Basin to Grade @ <u>Four Hundred Dollars</u> Per Each	400.00		2,000.00	
	5					
608.15	SY	Brick Sidewalk with Bituminous Base @ <u>One Hundred and Thirty Dollars</u> <u>and No Cents</u> Per Square Yard	130.00		331,500.00	
	2,550					
608.16	SY	Brick Driveway Apron with Bituminous Base @ <u>One Hundred and Thirty-Five Dollars / No Cents</u> Per Square Yard	135.00		56,700.00	
	420					
608.262	EA	Pedestrian Ramp w/ Detectable Warning Surface @ <u>One Thousand Two Hundred Dollars and No Cents</u> Per Each	1,200.00		26,400.00	
	22					
609.11	LF	6" Wide Vertical Curb, Type 1 @ <u>Sixty-Eight Dollars</u> <u>No Cents</u> Per Linear Foot	68.00		14,960.00	
	220					

SEWER SEPARATION BID FORM						
DEERING STREET RECONSTRUCTION PROJECT						
PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
609.12	LF	6" Wide Vertical Curb, Type 1 - Circular @ <u>One Hundred Eight Dollars</u> <u>No Cents</u>	108.00		5,400.00	
	50	Per Linear Foot				
609.234	EA	6" Wide Terminal Curb Type 1, 4 Foot @ <u>Three Hundred and Ten</u> <u>Dollars / No Cents</u>	310.00		3,720.00	
	12	Per Each				
609.237	EA	6" Wide Terminal Curb Type 1, 7 Foot @ <u>Five Hundred and Ten</u> <u>Dollars / No Cents</u>	510.00		2,550.00	
	5	Per Each				
609.238	EA	6" Wide Terminal Curb Type 1, 8 Foot @ <u>Six Hundred and Thirty -</u> <u>Five Dollars / No Cents</u>	635.00		14,605.00	
	23	Per Each				
609.27*	EA	Straight Back Corner, 2' Radius @ <u>Seven Hundred and Ninety</u> <u>Dollars / No Cents</u>	790.00		7,900.00	
	10	Per Each				
609.38	LF	Reset Curb Type 1 @ <u>Sixteen Dollars and</u> <u>Seventy Cents</u>	18.70		47,124.00	
	2,520	Per Linear Foot				
614.14	EA	Masonry Plug ≥ 8" @ <u>Three Hundred Dollars and</u> <u>No Cents</u>	300.00		3,000.00	
	10	Per Each				
615.071	LS	Loam, Seed and Mulch @ <u>Thirty - Eight Thousand, Seven</u> <u>Hundred and Fifty Dollars / No Cents</u>	38,750.00		38,750.00	
	1	Per Lump Sum				

SEWER SEPARATION BID FORM						
DEERING STREET RECONSTRUCTION PROJECT						
PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
629.06*	HR	Mason, Straight time @ <u>Sixty Five Dollars</u>	65.00		1,300.00	
	20	<u>and No Cents</u> Per Hour				
631.105*	HR	Air Tool and Compressor (including operator) @ <u>One Hundred and Twenty Five Dollars</u>	125.00		2,500.00	
	20	<u>and No Cents</u> Per Hour				
631.12*	HR	All Purpose Excavator (including operator) @ <u>One Hundred and Sixty Dollars</u>	160.00		6,400.00	
	40	<u>and No Cents</u> Per Hour				
631.13*	HR	Bulldozer (including operator) @ <u>One Hundred and Twenty Dollars</u>	120.00		2,400.00	
	20	<u>and No Cents</u> Per Hour				
631.16*	HR	Roller (including operator) @ <u>One Hundred and Twenty Dollars</u>	120.00		2,400.00	
	20	<u>and No Cents</u> Per Hour				
631.171*	HR	Truck - Small (including operator) @ <u>Seventy-Five Dollars</u>	75.00		3,000.00	
	40	<u>and No Cents</u> Per Hour				
631.22*	HR	Front End Loader (including operator) @ <u>One Hundred and Twenty Dollars</u>	120.00		4,800.00	
	40	<u>and No Cents</u> Per Hour				
631.36*	HR	Foreman, Straight Time @ <u>Sixty Dollars</u>	60.00		2,400.00	
	40	<u>and No Cents</u> Per Hour				

SEWER SEPARATION BID FORM						
DEERING STREET RECONSTRUCTION PROJECT						
PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
632.05	EA	6" Wye Pipe Connection @ <u>One Hundred and Twenty</u> <u>Dollars and No Cents</u>	170.00		3,600.00	
	30	Per Each				
632.06	EA	10" Wye Pipe Connection @ <u>Two Hundred Dollars and</u> <u>No Cents</u>	200.00		800.00	
	4	Per Each				
632.061	EA	10" Inserta-Tee Pipe Connection @ <u>Two Hundred Dollars</u> <u>and No Cents</u>	200.00		1,000.00	
	5	Per Each				
633.05	LF	Six Inch Diameter Sewer Laterals @ <u>Thirty-Five Dollars and</u> <u>No Cents</u>	35.00		37,100.00	
	1,060	Per Linear Foot				
637.071	LS	Dust Control @ <u>Four Thousand Dollars</u> <u>and No Cents</u>	4,000.00		4,000.00	
	1	Per Lump Sum				
645.113	LS	Demounting & Reinstalling Existing Signs & Poles @ <u>Six Thousand, One Hundred</u> <u>Dollars and No Cents</u>	6,100.00		6,100.00	
	1	Per Lump Sum				
652.38	HR	Flagger @ <u>Twenty-Two Dollars</u> <u>and No Cents</u>	22.00		26,400.00	
	1,200	Per Hour				
652.39	LS	Work Zone Traffic Control @ <u>Thirteen Thousand Dollars</u> <u>and No Cents</u>	13,000.00		13,000.00	
	1	Per Lump Sum				

SEWER SEPARATION BID FORM						
DEERING STREET RECONSTRUCTION PROJECT						
PORTLAND, MAINE						
Item No	Quantity	Item with Unit Bid Price Written in Words	UNIT PRICE		TOTAL PRICE	
			Dollars	Cents	Dollars	Cents
654.08	EA	Density Test @ <u>Eighty Dollars and</u> <u>No Cents</u>	80.00		8,000.00	
	100	Per Each				
656.75	LS	Temporary Soil Erosion & Water Pollution Control @ <u>Eight Thousand, Five Hundred</u> <u>Dollars and No Cents</u>	8,500.00		8,500.00	
	1	Per Lump Sum				
890.01*	LF	Gas Main Relocation @ <u>Sixty Dollars and</u> <u>No Cents</u>	60.00		6,000.00	
	100	Per Linear Foot				
890.02*	LF	Gas Service Relocation @ <u>Sixty Dollars and</u> <u>No Cents</u>	60.00		6,000.00	
	100	Per Linear Foot				
900.01	LS	Soil Filter Systems @ <u>Twenty Thousand Dollars</u> <u>and No Cents</u>	20,000.00		20,000.00	
	1	Per Lump Sum				

Total Cost

Total Amount of Base Bid, Written And In Figures Based on Estimate of Quantities <u>Two Million, One Hundred and Twenty Eight Thousand</u> <u>Three Hundred and Thirteen Dollars / No Cents</u>	<u>\$ 2,128,313.00</u>
---	------------------------

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.

WATER MAIN REPLACEMENT BID FORM

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-1	1,775 l.f.	8-inch Ductile Iron Water Main @ <u>Eighty Five Dollars and</u> <u>No Cents</u> Per Linear Foot	85	00	150,875	00
W-2	140 l.f.	6-inch Ductile Iron Water Main @ <u>Eighty Dollars and</u> <u>No Cents</u> Per Linear Foot	80	00	11,200	00
W-3	2 ea	8-in X 8-in Swivel Tee & Gate Valve @ <u>Two Thousand, Six Hundred</u> <u>Dollars and No Cents</u> Per Each	2,600	00	5,200	00
W-4	2 ea	8-inch Insertion Valve @ <u>Five Thousand, Two Hundred and</u> <u>Seventy Five Dollars and No Cents</u> Per Each	5,275	00	10,550	00
W-5	7 ea	8-inch MJ Gate Valve @ <u>One Thousand, Five Hundred</u> <u>Dollars and No Cents</u> Per Each	1,500	00	10,500	00
W-6	4 ea	6-inch Insertion Valve @ <u>Four Thousand, Five Hundred</u> <u>Dollars and No Cents</u> Per Each	4,500	00	18,000	00
W-7	1 ea	6-inch MJ Gate Valve @ <u>One Thousand, One Hundred</u> <u>Dollars and No Cents</u> Per Each	1,100	00	1,100	00
W-8	1 ea	4-inch Insertion Valve @ <u>Four Thousand Dollars and</u> <u>No Cents</u> Per Each	4,000	00	4,000	00
Amount Carried Forward					211,425	00

WATER MAIN REPLACEMENT BID FORM

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-9	6 ea	1-inch Air Release Valve @ <u>Seven Hundred and Forty</u> <u>Dollars and No Cents</u> Per Each	740	00	4,440	00
W-10	3 ea	Hydrant Assembly - Shortside @ <u>Five Thousand, Four Hundred</u> <u>Dollars and No Cents</u> Per Each	5,400	00	16,200	00
W-11	1 ea	Hydrant Assembly - Longside @ <u>Seven Thousand, Five Hundred</u> <u>Dollars and No Cents</u> Per Each	7,500	00	7,500	00
W-12	2 ea	2-inch Copper Service - Shortside @ <u>Three Thousand, One Hundred</u> <u>Dollars and No Cents</u> Per Each	3,100	00	6,200	00
W-13	17 ea	1-inch Copper Service - Shortside @ <u>Two Thousand Dollars</u> <u>and No Cents</u> Per Each	2,000	00	34,000	00
W-14	25 ea	1-inch Copper Service - Longside @ <u>Two Thousand, Three</u> <u>Hundred Dollars and No Cents</u> Per Each	2,300	00	57,500	00
W-15	5 ea	1-inch Copper Service -Reconnect @ <u>One Thousand Dollars</u> <u>and No Cents</u> Per Each	1,000	00	5,000	00
W-16	200 c.y.	Gravel Borrow @ <u>Thirty Dollars and</u> <u>No Cents</u> Per Cubic Yard	30	00	6,000	00
Amount Carried Forward					136,840	00

WATER MAIN REPLACEMENT BID FORM

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-17	100 c.y.	Rock Excavation @ <u>Two Hundred and Twenty Dollars and No Cents</u> Per Cubic Yard	270	00	27,000	00
W-18	100 c.y.	Unsuitable Material Excav. Below Grade @ <u>Thirty-Five Dollars and No Cents</u> Per Cubic Yard	35	00	3,500	00
W-19	1,800 hr	Flagger @ <u>Twenty-Two Dollars and No Cents</u> Per Hour	22	00	39,600	00
W-20	100 hr	Uniformed Police Officer @ <u>Eighty-Five Dollars and No Cents</u> Per Hour	85	00	8,500	00
W-21	10 hr	Foreman @ <u>Sixty Dollars and No Cents</u> Per Hour	60	00	600	00
W-22	10 hr	Laborer @ <u>Forty-Five Dollars and No Cents</u> Per Hour	45	00	450	00
W-23	10 hr	Excavator w/Operator @ <u>One Hundred and Sixty Dollars and No Cents</u> Per Hour	160	00	1,600	00
W-24	10 hr	Loader w/Operator @ <u>One Hundred and Twenty Dollars and No Cents</u> Per Hour	120	00	1,200	00
Amount Carried Forward					77,450	00

WATER MAIN REPLACEMENT BID FORM

Item No.	Estimated Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
W-25	10 hr	Dump Truck w/Driver @ <u>Seventy-Five Dollars</u> <u>and No Cents</u> Per Hour	75	00	750	00
TOTAL AMOUNT WRITTEN IN NUMBERS						

Sewer Separation Bid = \$ 2,128,313.00

Water Main Replacement Bid = \$ 426,465.00

Sewer Separation Bid + Water Main Replacement Bid = \$ 2,554,778.00
(Basis of Award)

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 Spécial 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 21st day of April, 2015

Acknowledgement of Receipt of Addenda:

No. 1 - Dated April 16, 2015

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 R.E. Coleman, Inc.

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

Business Address 126 Industrial Way - Portland, ME, 04103-1082

Email Address bill.recoleman@maine.rr.com

Telephone Number (207)-797-3779 Fax Number (207)-797-3773

Soc. Sec. No. or Tax I.D. Number 01-0476287

Incorporated under the Laws of the State of Maine

Names and Addresses of Officers of the Corporation:

President Rodney E. Coleman - Falmouth, ME,

Secretary Rodney E. Coleman - Falmouth, ME,

Treasurer Rodney E. Coleman - Falmouth, ME, ss

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

Date: April 21, 2015

William M. Bradshaw
Notary Public - Signature and Seal

(William M. Bradshaw
My Commission Expires January 14th, 2022)

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.)

Rodney E. Coleman - President

R.E. Coleman, Inc.

176 Industrial Way

Portland, ME, 04103-1082

April 21, 2015
(date)

The above is a true copy of the records of the R.E. Coleman Corporation

Corporation, which records are in my legal custody.

Rodney E. Coleman - President
Officer having custody of the records

Cumberland County, Maine ss

Before me appeared, Rodney E. Coleman

President of the R.E. Coleman Corporation, and made

oath that the above statement is true.

William M. Bradshaw - William M. Bradshaw
Notary Public - Signature and Seal

My Commission Expires January 12th, 2022

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)

Rodney E. Coleman President

Rodney E. Coleman Treasurer

Rodney E. Coleman Manager

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID

	Name and Address of Materials Supplier	Materials to be Supplied
1	Portland Sand & Gravel - Cumberland, ME,	Gravel / Sand / Stone
2	HD Supply - Westbrook, ME,	Pipe / (Accessories)
3	Precast Concrete - Topsham, ME,	Precast Products
4		
5		
6		
7		

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	Dayton Sand & Gravel	Bituminous Paving	\$240,000.00
2	LaBrecque Const.	Brick Paving etc	\$235,000.00
3	Dirigo Slip Form	Concrete Curbing	\$100,000.00
4			
5			
6			
7			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2015

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).

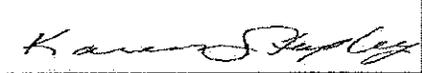
PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Karen Stapley PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: kstapley@rowleyagency.com	
INSURED R.E. Coleman, Inc. 126 Industrial Way Portland ME 04103		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Western NAIC # 10804 INSURER B: Continental Western Insurance INSURER C: Acadia Insurance Company 31325 INSURER D: Maine Employers' Mutual Ins Co 11149 INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSD 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CPA0293044	5/18/2015	5/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAA0293046	5/18/2015	5/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		CUA0293047	5/18/2015	5/18/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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 N	1810069024	5/18/2015	5/18/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equip.		CPA0293044	5/18/2015	5/18/2016	Limit \$217,000 Ded \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Deering Street Sewer Separation. City of Portland is additional insured with respects the GL coverage as required by written contract. The policy already includes an endorsement, General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured.

CERTIFICATE HOLDER (207) 756-8061 City of Portland 55 Portland St. Portland, ME 04101	CANCELLATION 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 Karen Stapley/KS 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. MEDICAL PAYMENTS

If **COVERAGE C. MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, to the greater of:
 - a. \$10,000; or
 - b. The medical expense limit shown in the Declarations of this Coverage Part.

B. FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If damage to premises rented to you under **COVERAGE A.** is not otherwise excluded from this policy, the following applies:

1. The last paragraph of **SECTION I - COVERAGE A.2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or automatic fire protective system leakage to premises while rented to your or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**
2. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:
 6. Subject to 5. above, the greater of:
 - a. \$300,000; or
 - b. the Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, explosion or sprinkler leakage incident.

3. Paragraph 4.b.(1)(b) **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(b) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

4. Paragraph 9.a. of **SECTION V - DEFINITIONS** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person(s) or organization(s) for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

C. NON-OWNED WATERCRAFT OR AIRCRAFT

1. Paragraph g.(2) of 2. **Exclusions** under **SECTION I, COVERAGE A.** is replaced by the following:

A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not used to carry persons or property for a charge.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (a) and (b) above, whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to paragraph g. of 2. **Exclusions** under **SECTION I, COVERAGE A:**

(6) An aircraft that you do not own that is hired, chartered or loaned with a paid crew.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (6) above, whether the other insurance is primary, excess, contingent or on any other basis.

D. SUPPLEMENTARY PAYMENTS

Under SECTION I. - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, 1.b and 1.d. are replaced with the following:

- b. Up to \$3,000 for the 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.
- d. All reasonable expenses incurred by the insured at our request to assist us in investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day.

E. ADDITIONAL INSURED - LESSOR

The following is added to Paragraph 2. of SECTION II - WHO IS AN INSURED:

The lessor or manager of a premise leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant of that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the lessor or manager.

F. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED, Paragraph 2:

Any person(s) or organization(s) for whom you have agreed in a written contract or agreement

that such person(s) or organization(s) be added as an additional insured to your policy.

- (1) Such person(s) or organization(s) 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:

- (a) Your acts or your omissions; or
- (b) the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations under the written contract or agreement.

- (2) A person(s)'s or organization(s)'s status as an additional insured under this endorsement ends when your operations under the written contract or agreement for that additional insured are completed.

- (3) SECTION III - LIMITS OF INSURANCE for the person(s) or organization(s) added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) Primary and Non-Contributory - The insurance provided to the additional insured is primary to and will not seek contribution from the additional insured's own insurance.

- (5) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (a) "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:

- (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (ii) Supervisory, inspection, architectural or engineering activities.

(b) "Bodily injury" or "property damage" occurring after:

- (i) 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
- (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person(s) or organization(s) other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

G. ADDITIONAL INSURED LESSOR OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED**, Paragraph 2:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or agreement that such person(s) or organization(s) be added as additional insured on your policy.

- (1) Such person(s) or organization(s) 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 your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) A person(s)'s or organization(s)'s status as an additional insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.
- (3) Primary and Non-Contributory - The insurance provided to the additional insured

is primary to and will not seek contribution from the additional insured's own insurance.

- (4) **SECTION III - LIMITS OF INSURANCE** for the person(s) or organization(s) added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

H. BROADENED NAMED INSURED

Paragraph 3. under **SECTION II - WHO IS AN INSURED** is replaced by the following:

Any organization you newly acquire or form, other than a joint venture, over which you maintain ownership or majority interest of more than 50% will be 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. KNOWLEDGE OF OCCURRENCE

The following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice of an "occurrence", offense, claim or "suit":

- (1) Will be deemed to be knowledge of an "occurrence" to the Named Insured if reported to you by an:

- (a) "executive officer" of the insured; or
- (b) "employee" or third party designated by the insured to give or receive notice of the "occurrence" or claim.

(2) To your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

J. UNINTENTIONAL OMISSIONS

The following is added to 6. **Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

K. MOBILE EQUIPMENT

SECTION V - DEFINITIONS, 12.f.(1) is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

except when the gross vehicle weight of the equipment is less than 1,000 pounds, in which case the vehicle will be considered "mobile equipment".

L. OTHER COVERAGE FORMS AND ENDORSEMENTS

If this insurance includes a Coverage Form or an endorsement which provides coverage for loss

or damage covered by one or more of the extensions of this endorsement, the limit and the coverage provided by this endorsement are replaced by the limit and coverage provided by that Coverage Form or endorsement.

M. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person(s) or organization(s), if you have agreed to do so in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person(s) or organization(s) and included in the "products-completed operations hazard". This waiver applies only to the person(s) or organization(s) agreed to in the written contract, agreement or permit and is subject to those provisions.

This waiver does not apply unless the written contract, agreement or permit has been executed prior to the "bodily injury" or "property damage".

N. REASONABLE FORCE

Under **SECTION I, COVERAGE A, Exclusion a.** is replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

O. OTHER INSURANCE EXCESS WHEN YOU ARE AN ADDITIONAL INSURED

Paragraph **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

- (b) Any other primary, excess or contingent insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed

operations, for which you have been added as an additional insured by attachment of an endorsement.

P. BODILY INJURY REDEFINED

SECTION V - DEFINITIONS, paragraph 3. is replaced by the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person(s), including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Q. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow paragraph 4.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

SECTION 00610 - PERFORMANCE BOND #0156131

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
R.E. COLEMAN, INC.
126 Industrial Way, Portland, ME 04105

SURETY (Name and Address of Principal Place of Business):
BERKLEY INSURANCE COMPANY
AGENCY: P.O. Box 511
Concord, NH 03302-0511

OWNER (Name and Address):
PORTLAND WATER DISTRICT
225 Douglass Street, Portland, ME 04104-3553

CONTRACT
Date: July 21st, 2015
Amount: **(\$2,128,313.00)-TWO MILLION ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED THIRTEEN**
Description (Name and Location): **DEERING STREET RECONSTRUCTION AND NO/100THS-----**

BOND
Bond Number: **0156131**
Date (Not earlier than Contract Date):
Amount: **(\$2,128,313.00)-TWO MILLION ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED THIRTEEN**
Modifications to this Bond Form: **NONE AND NO/100THS-----**

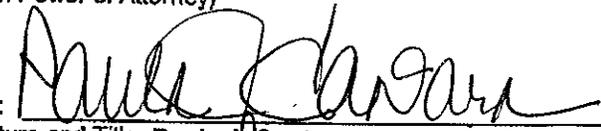
Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: **R.E. COLEMAN, INC.**
Signature:  (Seal)
Name and Title: Rodney E. Coleman
(President)

SURETY
BERKLEY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By: 
Signature and Title **Michael P. O'Brien, Attorney-In-Fact**
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: 
Signature and Title **Paula J. Cantara**

CONTRACTOR AS PRINCIPAL
Company:
Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right 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 Owner and, as soon as practicable after the amount is determined, tender payment therefore to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefore.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the 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 Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to 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 Contractor ceased working or within two years after 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 available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or 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 requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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 Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

SECTION 00615 - PAYMENT BOND #0156131

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
R.E. COLEMAN, INC.
126 Industrial Way, Portland, ME 04105

SURETY (Name and Address of Principal Place of Business):
BERKLEY INSURANCE COMPANY
AGENCY: P.O. Box 511
Concord, NH 03302-0511

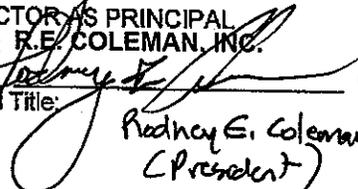
OWNER (Name and Address):
PORTLAND WATER DISTRICT
225 Douglass Street, Portland, ME 04104-3553

CONTRACT
Date: July 24th, 2015
Amount: (\$2,128,313.00)-TWO MILLION ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED THIRTEEN
Description (Name and Location): DEERING STREET RECONSTRUCTION AND NO/100THS-----

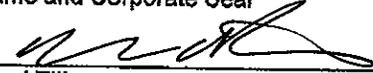
BOND

Bond Number:
Date (Not earlier than Contract Date):
Amount: (\$2,128,313.00)-TWO MILLION ONE HUNDRED TWENTY EIGHT THOUSAND THREE HUNDRED THIRTEEN
Modifications to this Bond Form: NONE AND NO/100THS-----

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

CONTRACTOR AS PRINCIPAL
Company: R.E. COLEMAN, INC.
Signature:  (Seal)
Name and Title: Rodney E. Coleman (President)

SURETY
BERKLEY INSURANCE COMPANY (Seal)
Surety's Name and Corporate Seal

By: 
Signature and Title Michael P. O'Brien, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: 
Signature and Title Paula J. Cantara

CONTRACTOR AS PRINCIPAL
Company:
Signature: _____ (Seal)
Name and Title: _____

SURETY
Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to 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 Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to 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 or equipment 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 Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had 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 Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to 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. 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 Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. 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. Surety hereby waives notice of any change, including changes of time, to the 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 Paragraph 4.1 or Paragraph 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 Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or 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 requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory 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.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. **Claimant:** An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and 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.
- 15.2. **Contract:** The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. **Owner Default:** Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

<p>FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker: Owner's Representative (engineer or other party):</p>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/16/2015

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).

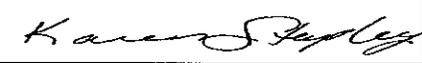
PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Karen Stapley PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: kstapley@rowleyagency.com FAX (A/C, No): (603) 224-8012																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Continental Western</td> <td>10804</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Western Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER D:</td> <td>Maine Employers' Mutual Ins Co</td> <td>11149</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Continental Western	10804	INSURER B:	Continental Western Insurance		INSURER C:	Acadia Insurance Company	31325	INSURER D:	Maine Employers' Mutual Ins Co	11149	INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED R.E. Coleman, Inc. 126 Industrial Way Portland ME 04103																					

COVERAGES **CERTIFICATE NUMBER:** **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPA0293044	5/18/2015	5/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <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			CAA0293046	5/18/2015	5/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUA0293047	5/18/2015	5/18/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	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	N/A	1810069024	5/18/2015	5/18/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equip.			CPA0293044	5/18/2015	5/18/2016	Limit: \$217,000 Ded: \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Deering Street Sewer Separation. City of Portland is additional insured with respects the GL coverage as required by written contract. The policy already includes an endorsement, General Liability Extension Endorsement, by which the City of Portland is automatically made an additional insured.

CERTIFICATE HOLDER (207) 756-8061 City of Portland 55 Portland St. Portland, ME 04101	CANCELLATION 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 Karen Stapley/KS 
--	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. MEDICAL PAYMENTS

If **COVERAGE C. MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, to the greater of:
 - a. \$10,000; or
 - b. The medical expense limit shown in the Declarations of this Coverage Part.

B. FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT

If damage to premises rented to you under **COVERAGE A.** is not otherwise excluded from this policy, the following applies:

1. The last paragraph of **SECTION I - COVERAGE A.2. Exclusions** is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or automatic fire protective system leakage to premises while rented to your or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

2. Paragraph 6. of **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

6. Subject to 5. above, the greater of:
 - a. \$300,000; or
 - b. the Damage To Premises Rented To You Limit shown in the Declarations;

is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or temporarily occupied by you with the permission of the owner arising out of any one fire, lightning, explosion or sprinkler leakage incident.

3. Paragraph 4.b.(1)(b) **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

(b) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;

4. Paragraph 9.a. of **SECTION V - DEFINITIONS** is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person(s) or organization(s) for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

C. NON-OWNED WATERCRAFT OR AIRCRAFT

1. Paragraph g.(2) of 2. **Exclusions** under **SECTION I, COVERAGE A.** is replaced by the following:

A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not used to carry persons or property for a charge.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (a) and (b) above, whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to paragraph g. of 2. **Exclusions** under **SECTION I, COVERAGE A:**

(6) An aircraft that you do not own that is hired, chartered or loaned with a paid crew.

This provision does not provide any insurance if other valid and collectible insurance is available to you for a loss we cover under (6) above, whether the other insurance is primary, excess, contingent or on any other basis.

D. SUPPLEMENTARY PAYMENTS

Under **SECTION I. - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, 1.b and 1.d.** are replaced with the following:

- b. Up to \$3,000 for the 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.
- d. All reasonable expenses incurred by the insured at our request to assist us in investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day.

E. ADDITIONAL INSURED - LESSOR

The following is added to Paragraph 2. of **SECTION II - WHO IS AN INSURED**:

The lessor or manager of a premise leased to you, but only with respect to liability arising from the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant of that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the lessor or manager.

F. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED**, Paragraph 2:

Any person(s) or organization(s) for whom you have agreed in a written contract or agreement

that such person(s) or organization(s) be added as an additional insured to your policy.

- (1) Such person(s) or organization(s) 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:

- (a) Your acts or your omissions; or
- (b) the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations under the written contract or agreement.

- (2) A person(s)'s or organization(s)'s status as an additional insured under this endorsement ends when your operations under the written contract or agreement for that additional insured are completed.

- (3) **SECTION III - LIMITS OF INSURANCE** for the person(s) or organization(s) added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) Primary and Non-Contributory - The insurance provided to the additional insured is primary to and will not seek contribution from the additional insured's own insurance.

- (5) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

- (a) "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:

- (i) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (ii) Supervisory, inspection, architectural or engineering activities.

(b) "Bodily injury" or "property damage" occurring after:

- (i) 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
- (ii) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person(s) or organization(s) other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

G. ADDITIONAL INSURED LESSOR OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED**, Paragraph 2:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in a written contract or agreement that such person(s) or organization(s) be added as additional insured on your policy.

- (1) Such person(s) or organization(s) 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 your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- (2) A person(s)'s or organization(s)'s status as an additional insured under this endorsement ends when their written contract or agreement with you for such leased equipment ends.
- (3) Primary and Non-Contributory - The insurance provided to the additional insured

is primary to and will not seek contribution from the additional insured's own insurance.

- (4) **SECTION III - LIMITS OF INSURANCE** for the person(s) or organization(s) added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

H. BROADENED NAMED INSURED

Paragraph 3. under **SECTION II - WHO IS AN INSURED** is replaced by the following:

Any organization you newly acquire or form, other than a joint venture, over which you maintain ownership or majority interest of more than 50% will be 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 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. KNOWLEDGE OF OCCURRENCE

The following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Notice of an "occurrence", offense, claim or "suit":

- (1) Will be deemed to be knowledge of an "occurrence" to the Named Insured if reported to you by an:

- (a) "executive officer" of the insured; or
- (b) "employee" or third party designated by the insured to give or receive notice of the "occurrence" or claim.

(2) To your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.

J. UNINTENTIONAL OMISSIONS

The following is added to **6. Representations of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional. However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

K. MOBILE EQUIPMENT

SECTION V - DEFINITIONS, 12.f.(1) is replaced by the following:

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

except when the gross vehicle weight of the equipment is less than 1,000 pounds, in which case the vehicle will be considered "mobile equipment".

L. OTHER COVERAGE FORMS AND ENDORSEMENTS

If this insurance includes a Coverage Form or an endorsement which provides coverage for loss

or damage covered by one or more of the extensions of this endorsement, the limit and the coverage provided by this endorsement are replaced by the limit and coverage provided by that Coverage Form or endorsement.

M. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The **Transfer Of Rights Of Recovery Against Others To Us** condition of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have against any person(s) or organization(s), if you have agreed to do so in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person(s) or organization(s) and included in the "products-completed operations hazard". This waiver applies only to the person(s) or organization(s) agreed to in the written contract, agreement or permit and is subject to those provisions.

This waiver does not apply unless the written contract, agreement or permit has been executed prior to the "bodily injury" or "property damage".

N. REASONABLE FORCE

Under **SECTION I, COVERAGE A, Exclusion a.** is replaced by the following:

a. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

O. OTHER INSURANCE EXCESS WHEN YOU ARE AN ADDITIONAL INSURED

Paragraph **4.b.(1)(b)** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

- (b) Any other primary, excess or contingent insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed

operations, for which you have been added as an additional insured by attachment of an endorsement.

P. BODILY INJURY REDEFINED

SECTION V - DEFINITIONS, paragraph 3. is replaced by the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person(s), including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Q. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow paragraph 4.b. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

**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:

Tina 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

**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				
2015 PORTLAND PUMP STATION UPGRADE PROJECTS BID					Total Cost	
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 [Signature]
(Name) (Title)

Business Address 249 Meadow Rd Auburn ME 04210

Email Address _____

Telephone Number 207.783.6223 Fax Number 207.783.5970

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

[Signature]
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

ss

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 Nephew 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

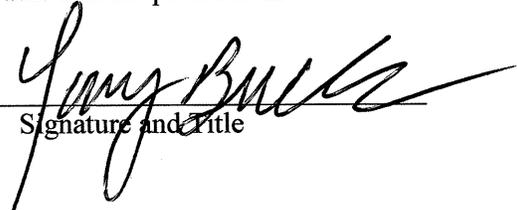
DATE (No later than Bid due date): AUGUST 18, 2015

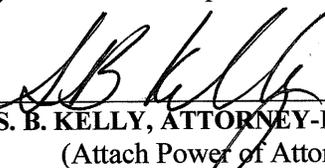
PENAL SUM: Five Percent of the Attached Bid (5.00%)
(Words) (Figures)

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.

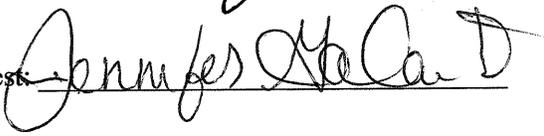
BIDDER
T. BUCK CONSTRUCTION, INC.
Bidder's Name and Corporate Seal

SURETY
EMPLOYERS MUTUAL CASUALTY COMPANY
Surety's Name and Corporate Seal

By: 
Signature and Title

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

Attest: 
Signature and Title

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.

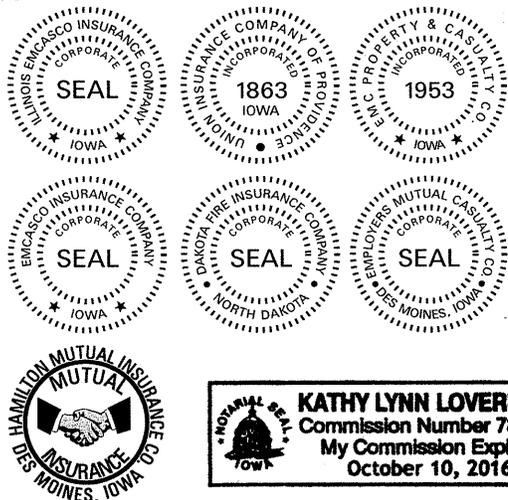
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Arrowney 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.

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, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

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. [Signature] Vice President

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

THIS AGREEMENT is entered into as of the 27th 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

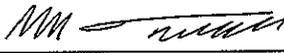
By: 

Jon P. Jennings
Its City Manager

WITNESS:



TED BERRY COMPANY, INC.

By: 

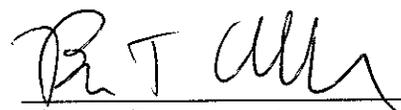
Matthew Timberlake
Its: President

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). 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). 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	
8" Pipe Size						
	3	Light Cleaning <25%	3,700		Per Foot	
	4	Heavy Cleaning >25%	1,300		Per Foot	
	5	CCTV Inspection	5,000		Per Foot	
9" & 10" Pipe Size						
	6	Light Cleaning <25%	12,700		Per Foot	
	7	Heavy Cleaning >25%	150		Per Foot	
	8	CCTV Inspection	12,850		Per Foot	
12" Pipe Size						
	9	Light Cleaning <25%	15,900		Per Foot	
	10	Heavy Cleaning >25%	1,000		Per Foot	
	11	CCTV Inspection	16,900		Per Foot	
14" & 15" & 16" Pipe Size						
	12	Light Cleaning <15%	8,500		Per Foot	
	13	Heavy Cleaning >15%	700		Per Foot	
	14	CCTV Inspection	9,200		Per Foot	
18" Pipe Size						
	15	Light Cleaning <15%	11,700		Per Foot	
	16	Heavy Cleaning >15%	1,150		Per Foot	
	17	CCTV Inspection	12,850		Per Foot	
20" Pipe Size						
	18	Light Cleaning <15%	1,700		Per Foot	
	19	Heavy Cleaning >15%	100		Per Foot	
	20	CCTV Inspection	1,800		Per Foot	
24" Pipe Size						
	21	Light Cleaning <15%	6,400		Per Foot	
	22	Heavy Cleaning >15%	1,900		Per Foot	
	23	CCTV Inspection	8,300		Per Foot	
27" Pipe Size						
	24	Light Cleaning <10%	400		Per Foot	
	25	Heavy Cleaning >10%	100		Per Foot	
	26	CCTV Inspection	500		Per Foot	
30" Pipe Size						
	27	Light Cleaning <10%	4,500		Per Foot	
	28	Heavy Cleaning >10%	100		Per Foot	
	29	CCTV Inspection	4,600		Per Foot	
36" Pipe Size						
	30	Light Cleaning <10%	1,400		Per Foot	
	31	Heavy Cleaning >10%	100		Per Foot	
	32	CCTV Inspection	1,500		Per Foot	
42" Pipe Size						
	33	Light Cleaning <10%	4,000		Per Foot	
	34	Heavy Cleaning >10%	100		Per Foot	
	35	CCTV Inspection	4,100		Per Foot	
48" Pipe Size						
	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	
14" to 24" Pipe Size						
	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	
27" to 36" Pipe Size						
	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	
Misc.						
	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	
Total Amount of Bid Written And In Numbers Based On Estimate of Quantities - Basis of Award						
(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.)

_____ (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**

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

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 WORK1) 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 (\$)
6" Pipe Size						
	1	Light Cleaning <25%	350	\$0.75	Per Foot	\$262.50
	2	CCTV Inspection	350	\$2.00	Per Foot	\$700.00
8" Pipe Size						
	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
9" & 10" Pipe Size						
	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
12" Pipe Size						
	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
14" & 15" & 16" Pipe Size						
	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
18" Pipe Size						
	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
20" Pipe Size						
	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
24" Pipe Size						
	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
27" Pipe Size						
	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
30" Pipe Size						
	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
36" Pipe Size						
	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
42" Pipe Size						
	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
48" Pipe Size						
	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
6" to 12" Pipe Size						
	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
14" to 24" Pipe Size						
	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
27" to 36" Pipe Size						
	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
Misc.						
	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 ^{50/100}
 (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* President
(Name) (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

^{CEO} 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

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



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Sewer collection system Municipality: Portland

Date of Incident/Exceedence: March 20, 2015

Verbal Notification Date: 3/20/2015 To Whom: S. Rose, A. Rosenberg

Caller: John Emerson Phone #: 207-318-0239

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage. No estimate of quantity or actual duration of overflow.

Specific Location and Duration of Release/Exceedence:

Street and curb line of Woodfords Street

Observed Environmental Effects:

Gray water running down the curb line of Woodfords. No solid or debris observed.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

Roots and a large chunk of concrete obstructed flow and lead to the backup and SSO.

Remedial Actions Taken and Times When Taken:

The system was rodded and cleaned and the surcharge relieved. System was televised, on Monday the 23rd of March, to ensure that cleaning was effective.

Specific Measures Needed to Prevent Recurrence:

Weekly inspection of the system and inclusion of the main segment on our rodding trouble list. Possible candidate for relining in the near future.

Implementation Schedule:

Action Item Description	Projected Completion Date
Weekly system inspection	In progress
Rodding trouble list	Semi annually
Prepared By: John Emerson	Date: 3/27/15



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Combined Sewer System Municipality: Portland

Date of Incident/Exceedence: 5/28/2015

Verbal Notification Date: 6/1/2015 To Whom: Alex Rosenberg/Stuart Rose

Caller: John Emerson Phone #: Via E Mail

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage

Specific Location and Duration of Release/Exceedence:

Combined sewer manhole Deering Avenue at Park Avenue just above the intersection of Deering and Park (see attached map).

Observed Environmental Effects:

None observed. Flow and street flooding was intense. No obvious signs of wastewater oriented debris.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

Heavy rain event around 16:00 popped the cover off Deering Avenue at Park Avenue.

Remedial Actions Taken and Times When Taken:

Cover was reset by 18:00 5/28/2015

Specific Measures Needed to Prevent Recurrence:

This location has not been a problem in the past. The system has been televised for obstructions with none found. Pipe capacity appears to be insufficient to carry the short duration, intense rainfall events. Structure is also at the base of a steep hill.

Implementation Schedule:

Action Item Description	Projected Completion Date
Research separation possibilities for possible capital improvements.	12/1/2015
Downstream area to be retelevised.	6/12/2015

Prepared By: John Emerson Date: 6/5/2015



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Combined sewer system Municipality: Portland

Date of Incident/Exceedence: 5/28/15

Verbal Notification Date: 5/29/15 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. The duration of the overflow events was less than 20 minutes as a rainfall event of short duration and high intensity hit the area around the 16:00 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:

Cover was replaced and the downstream system was inspected for in pipe restrictions. No restrictions were evidenced.

Specific Measures Needed to Prevent Recurrence:

A downstream separation project (Commercial @ High) is now in progress and will hopefully help to mitigate overflow frequency.

Implementation Schedule:

Action Item Description	Projected Completion Date
Mitigation efforts in progress	Current
Corrective action timing will depend on project scope.	
Prepared By: John Emerson	Date: 6/5/2015



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Combined sewer system Municipality: Portland

Date of Incident/Exceedence: 4/21/15

Verbal Notification Date: 4/21/15 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 Maple Street at Commercial 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 2:00 hour. The cover was replaced just after 3:00.

Observed Environmental Effects:

Overflow ran down Maple Street and found its way its way to the flooded area of Commercial at Maple Street. Two 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 cover to pop at Maple Street.

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:

A High Street separation project is underway. Separation in the York/High drainage area will hopefully mitigate the system capacity issues in this drainage area.

Implementation Schedule:

Table with 2 columns: Action Item Description, Projected Completion Date. Row 1: High Street separation project, Underway. Row 2: Prepared By: John Emerson, Date: 4/24/15



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Combined Sewer System Municipality: Portland

Date of Incident/Exceedence: 5/30/2015

Verbal Notification Date: 6/1/2015 To Whom: Alex Rosenberg/Stuart Rose

Caller: John Emerson Phone #: Via E Mail

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Sanitary sewage.

Specific Location and Duration of Release/Exceedence:

Manhole invert on Courty Lane @ 19

Observed Environmental Effects:

Gray water running down the street. Manhole cover prevented solids from escaping.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

Grease and debris collected on a rough portion of the manhole invert. Over time, additional grease and debris continued to back up resulting in the SSO.

Remedial Actions Taken and Times When Taken:

Call came in at 20:45 with the blockage corrected bt 22:00.

Specific Measures Needed to Prevent Recurrence:

This location will be added to the grease trouble priority cleaning list. We will clean up and remove restrictions from the surface of the invert (probably mortar).

Implementation Schedule:

Action Item Description	Projected Completion Date
Add Country Lane to the grease trouble list.	Complete
Check and clean the manhole invert of any obstructions	6/12/2015
Prepared By: John Emerson	Date: 6/5/2015



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Combined sewer system Municipality: Portland

Date of Incident/Exceedence: 6/23/2015

Verbal Notification Date: 6/24/2015 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 Maple Street at Commercial Street and York at High Street. The duration of the overflow event was less than 30 minutes as a rainfall event of short duration and high intensity hit the area around the 11:00 hour. The cover was replaced just after 11:30.

Observed Environmental Effects:

Overflow ran down 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:

A High Street separation project is underway. Separation in the York/High drainage area will hopefully mitigate the system capacity issues in this drainage area.

Implementation Schedule:

Action Item Description	Projected Completion Date
High Street separation project	Underway
Prepared By: John Emerson	Date: 6/26/15



Maine Department of Environmental Protection

NON-COMPLIANCE/DISCHARGE INCIDENT REPORT

Facility: Portland Collection System Municipality: Portland

Date of Incident/Exceedence: 9/30/2015

Verbal Notification Date: 9/30/2015 To Whom: Stuart Rose/Alex Rosenberg

Caller: John Emerson Phone #: 874-8468

Parameter/Pollutant Quantity and Concentration of Release/Exceedence (include test results):

Combined sewage with a lion's share of it attributable to a flash rain event (2.2" between 11:00 and 12:00 on the 30th). No way to measure quantity due to the sheer volume of rainfall and multiple number of locations.

Specific Location and Duration of Release/Exceedence:

See attached list of manhole covers that were blown off.

Observed Environmental Effects:

Difficult to gauge to the excessive volume of water and it's flushing effect. Post event follow up yielded no measurable solids or floatable debris at any of the sites.

Describe specifically what happened, when, and why (include all details, and use additional pages if needed, including maps, diagrams as necessary):

A steady rain event (beginning late evening 9/29/2015) blossomed in to an intense 45 minute to one hour deluge between 11:00 and 12:00 on 9/30/2015. Low areas of the city experienced heavy flooding especially in the Commercial Street, Marginal Way and Park Avenue areas.

Remedial Actions Taken and Times When Taken:

Blown covers were barricaded and reset once the heavy rains subsided. The overflow events lasted between 15 and 60 minutes depending on the site (estimated time frames).

Specific Measures Needed to Prevent Recurrence:

This was a historically intense event with volume and duration that exceeded the capacity of systems that are typically designed to accommodate the 25 year storm.

Implementation Schedule:

<u>Action Item Description</u>	<u>Projected Completion Date</u>
Prepared By: John Emerson	Date: 10/9/2015

September 30, 2015

Manhole covers off

Deering Avenue at Park Avenue

York Street at High Street

A Street at Valley Street

Clark Street at Danforth Street

Alder at Lancaster

Phipps Road at #33

Commercial Street at Center Street

Lancaster Street at Pearl Street

Kennebec Street at Alder Street

Forest Avenue at Kennebec Street

Forest Avenue at North Bound 295 Ramp

Maple Street at Commercial Street

Commercial Street West near Benny's Restaurant

Baxter Boulevard at Vannah Avenue

Deering Oaks at Plygroud East

Eastern Promenade at Quebec Street

City of Portland Maine

Municipal Budget

July 1, 2015 ~ June 30, 2016

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.

In FY16, Sewer and Stormwater Management services split into two separate entities / funds. This division of sewer and stormwater is designed to address user fees, resulting from stormwater runoff, in a more equitable fashion; up to now, both funded programs were raised through sewer user fees.

Department Summary

Department: Public Services

Account: 570

		FY15 Approp.	FY15 Projected Expend.	FY16 Department Submission	FY16 Manager's Recomm.	FY16 Finance Comm.	FY16 Final Allowance
Classification Breakdown							
Payroll		2,510,522	2,382,739	1,973,708	1,973,708	1,973,708	1,973,708
Benefits		733,669	747,613	839,700	839,700	839,700	839,700
Administrative Services		11,480,791	11,338,646	11,756,154	11,756,154	11,756,154	11,756,154
Contractual Services		1,837,494	1,725,174	1,175,320	1,175,320	1,175,320	1,175,320
Maintenance and Repairs		199,650	162,292	179,498	179,498	179,498	179,498
Rentals		7,800	6,838	5,280	5,280	5,280	5,280
Insurance		25,648	23,208	22,763	22,763	22,763	22,763
Supplies		275,441	226,807	135,209	135,209	135,209	135,209
Utilities		64,880	49,550	80,324	80,324	80,324	80,324
Capital Outlay		201,996	175,033	90,000	90,000	90,000	90,000
Debt Service		6,851,132	6,636,132	6,729,295	6,729,295	6,729,295	6,729,295
Total		24,189,023	23,474,032	22,987,251	22,987,251	22,987,251	22,987,251
Summary by Division							
Sewer Finance	(15-03)	86,645	81,923	87,405	87,405	87,405	87,405
Sewer Public Svcs Administration	(31-01)	272,191	276,072	350,679	350,679	350,679	350,679
Sewer Districting	(31-12)	1,398,181	1,337,178	1,779,367	1,779,367	1,779,367	1,779,367
Sewer Communications	(31-15)	67,215	64,215	68,857	68,857	68,857	68,857
Sewer Engineering	(31-37)	899,085	853,417	902,786	902,786	902,786	902,786
Stormwater Management	(31-40)	1,713,446	1,825,909	0	0	0	0
Sewer Debt Service	(31-55)	7,607,401	7,014,011	7,249,665	7,249,665	7,249,665	7,249,665
Sewer Fringe Benefits	(31-56)	1,080,389	1,094,551	1,292,651	1,292,651	1,292,651	1,292,651
PWD Assessment	(31-58)	11,062,470	10,926,756	11,255,841	11,255,841	11,255,841	11,255,841
Total		24,189,023	23,474,032	22,987,251	22,987,251	22,987,251	22,987,251
Less Revenues		(24,189,023)	(23,474,032)	(22,987,251)	(22,987,251)	(22,987,251)	(22,987,251)
Net Department Total		0	0	0	0	0	0

Personnel Services Detail

Department: Finance Sewer

Division: Sewer Finance

Account: 570-15-03

Position	Funding Source		FY15 Approved		FY16 Submission		FY16 Manager's Recommendation		FY16 Finance Committee		FY16 Final Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Finance - Budget/Accounting		100		27,222		28,885		28,885		28,885		28,885
Finance - Treasury		100		40,948		38,400		38,400		38,400		38,400
Gross Personnel Services				68,170		67,285		67,285		67,285		67,285

Personnel Services Detail

Department: Public Services Sewer

Division: Sewer Public Services Administration

Account: 570-31-01

Position	Funding Source		FY15 Approved		FY16 Submission		FY16 Manager's Recommendation		FY16 Finance Committee		FY16 Final Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Water Resources Manager	100		1	80,000	1	88,920	1	88,920	1	88,920	1	88,920
Asset & Information Mgmt Spec	100		1	48,555	1	56,879	1	56,879	1	56,879	1	56,879
Accountant	100		1	44,520	1	45,792	1	45,792	1	45,792	1	45,792
Charges from Admin (OF)				75,790		78,975		78,975		78,975		78,975
Overtime				636		691		691		691		691
Gross Personnel Services			3.0	249,501	3.0	271,257	3.0	271,257	3.0	271,257	3.0	271,257

Personnel Services Detail

Department: Public Services Sewer

Division: Sewer Districting

Account: 570-31-12

Position	Funding			FY15		FY16		FY16 Manager's		FY16 Finance		FY16 Final	
	Source			Approved	Submission	Recommendation	Committee	Allowance					
	City	Fed	Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Wastewater Facilities Coord	100			1	66,632	1	68,640	1	68,640	1	68,640	1	68,640
Sr Public Services Supervisor	100			1	49,296	1	50,773	1	50,773	1	50,773	1	50,773
(1) Asset Management Tech	100			0	0	1	45,849	1	45,849	1	45,849	1	45,849
(2) Wastewater Technician	100			1	45,552	0	0	0	0	0	0	0	0
Sewer Inspector	100			3	152,039	3	156,623	3	156,623	3	156,623	3	156,623
Sewer Facilities Technician	100			1	41,350	1	42,598	1	42,598	1	42,598	1	42,598
Maintenance Worker III	100			8	330,803	8	340,788	8	340,788	8	340,788	8	340,788
Meal Allow/Standby Pay	100				23,829		26,004		26,004		26,004		26,004
Winter Stipends	100				4,500		5,400		5,400		5,400		5,400
(3) Less Stormwater 570-3140 Chgs	100				(157,124)		0		0		0		0
Temporary Help					0		20,000		20,000		20,000		20,000
Overtime					45,249		46,962		46,962		46,962		46,962
Gross Personnel Services				15.0	602,126	15.0	803,637	15.0	803,637	15.0	803,637	15.0	803,637

Notes:

- (1) 1 Position Reclassed from Wastewater Technician during FY15
- (2) (1) Position Reclassed to Asset Management Tech during FY15
- (3) Stormwater Transferred to New 571 Fund in FY16 (Wage Revenue Offset)

Personnel Services Detail

Department: Public Services Sewer

Division: Sewer Communications

Account: 670-31-15

Position	Funding Source		FY15 Approved		FY16 Submission		FY16 Manager's Recommendation		FY16 Finance Committee		FY16 Final Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Senior Operations Dispatcher	100		1	49,296	1	50,773	1	50,773	1	50,773	1	50,773
Meal Allow/Standby Pay				100		100		100		100		100
Overtime				5,475		5,640		5,640		5,640		5,640
Gross Personnel Services			1.0	54,871	1.0	56,513	1.0	56,513	1.0	56,513	1.0	56,513

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.

Expenses increased slightly by \$3,701, or 0.4%. Payroll expenses increased while contractual services related to aerial mapping and environmental investigations decreased.

Division Summary

Department: Public Services	Division: Sewer Engineering				Account: 570-31-37	
	FY15 Approp.	FY15 Projected Expend.	FY16 Department Submission	FY16 Manager's Recomm.	FY16 Finance Comm.	FY16 Final Allowance
Classification Breakdown						
Payroll	719,752	709,443	775,016	775,016	775,016	775,016
Benefits	1,950	1,020	1,650	1,650	1,650	1,650
Administrative Services	21,410	15,668	25,660	25,660	25,660	25,660
Contractual Services	105,850	80,924	68,400	68,400	68,400	68,400
Maintenance and Repairs	7,900	5,698	4,920	4,920	4,920	4,920
Rentals	800	800	780	780	780	780
Supplies	28,227	20,189	25,160	25,160	25,160	25,160
Utilities	1,200	1,204	1,200	1,200	1,200	1,200
Capital Outlay	11,996	18,471	0	0	0	0
Total	899,085	853,417	902,786	902,786	902,786	902,786

Personnel Services Detail

Department: Public Services Sewer

Division: Sewer Engineering

Account: 570-31-37

Position	Funding Source		FY15 Approved		FY16 Submission		FY16 Manager's Recommendation		FY16 Finance Committee		FY16 Final Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Senior Project Engineer	100		1	72,738	1	74,929	1	74,929	1	74,929	1	74,929
Project Engineer	100		2	128,670	2	132,522	2	132,522	2	132,522	2	132,522
Asst Engineer	100		1	48,242	1	51,187	1	51,187	1	51,187	1	51,187
Senior Wastewater Technician	100		1	51,874	1	53,444	1	53,444	1	53,444	1	53,444
Associate Engineer	100		2	92,443	2	95,940	2	95,940	2	95,940	2	95,940
Senior Surveyor	100		1	53,653	1	55,582	1	55,582	1	55,582	1	55,582
Surveyor	100		2	99,255	2	103,160	2	103,160	2	103,160	2	103,160
Senior Engineering Tech	100		1	44,421	1	45,747	1	45,747	1	45,747	1	45,747
Water Quality Technician	100		1	43,388	1	44,694	1	44,694	1	44,694	1	44,694
Admin Assistant (CEBA)	100		1	36,484	1	39,916	1	39,916	1	39,916	1	39,916
Charges from Eng (GF)				65,469		69,228		69,228		69,228		69,228
(1) Less Stormwater 570-3140 Chgs				(24,121)		0		0		0		0
Overtime				7,236		8,667		8,667		8,667		8,667
Gross Personnel Services			13.0	719,752	13.0	775,016	13.0	775,016	13.0	775,016	13.0	775,016

Notes:

(1) Stormwater Transferred to New 571 Fund in FY16 (Wage Revenue Offset)

Stormwater Management

In the FY16 budget, Stormwater Management separated from the Sewer Fund. With the Stormwater's new funding stream, program costs related to stormwater activities will no longer be tied to the sewer user fee; the new stormwater fee is effective in January of 2016. This new stormwater fee is devised to create greater equity / cost sharing amongst all property owners.

Division Summary

Department: Public Services	Division: Stormwater Management				Account: 570-31-40	
	FY15 Approp.	FY15 Projected Expend.	FY16 Department Submission	FY16 Manager's Recomm.	FY16 Finance Comm.	FY16 Final Allowance
Classification Breakdown						
Payroll	816,102	749,032	0	0	0	0
Benefits	3,064	4,152	0	0	0	0
Administrative Services	32,450	37,807	0	0	0	0
Contractual Services	475,200	752,402	0	0	0	0
Maintenance and Repairs	70,500	58,355	0	0	0	0
Rentals	2,500	2,500	0	0	0	0
Supplies	123,630	103,811	0	0	0	0
Capital Outlay	190,000	118,250	0	0	0	0
Total	1,713,446	1,825,909	0	0	0	0

Personnel Services Detail

Department: Public Services Sewer

Division: Stormwater Management

Account: 570-31-40

Position	Funding		FY15		FY16		FY16 Manager's		FY16 Finance		FY16 Final	
	Source		Approved		Submission		Recommendation		Committee		Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Stormwater Coordinator	100		1	60,645	0	0	0	0	0	0	0	0
Sr Public Services Supervisor	100		1	50,648	0	0	0	0	0	0	0	0
Maintenance Worker III	100		5	209,789	0	0	0	0	0	0	0	0
Charges from Districting (GF)	100			251,358		0		0		0		0
Charges from Sewer Districting	100			157,124		0		0		0		0
Charges from Sewer Engineering	100			24,121		0		0		0		0
Meal Allow/Standby Pay	100			1,400		0		0		0		0
Winter Stipends	100			300		0		0		0		0
Overtime	100			60,717		0		0		0		0
(1) Notes												
Gross Personnel Services			7.0	816,102	0.0	0	0.0	0	0.0	0	0.0	0

Notes:

(1) (7) Stormwater Mgmt Positions Transferred to Stormwater Fund (571-3140) in FY16

Stormwater Fund

Stormwater Management separated from the Sewer Fund beginning in FY16. The new stormwater fee, effective in January of 2016, is 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.

Department Summary

Department: Public Services

Account: 571

	FY15 Approp.	FY15 Projected Expend.	FY16 Department Submission	FY16 Manager's Recomm.	FY16 Finance Comm.	FY16 Final Allowance
Classification Breakdown						
Payroll	0	0	1,022,119	1,022,119	1,022,119	1,022,119
Benefits	0	0	213,354	213,354	213,354	213,354
Administrative Services	0	0	89,450	89,450	89,450	89,450
Contractual Services	0	0	680,010	680,010	680,010	680,010
Maintenance and Repairs	0	0	71,500	71,500	71,500	71,500
Rentals	0	0	2,500	2,500	2,500	2,500
Supplies	0	0	70,965	70,965	70,965	70,965
Capital Outlay	0	0	285,000	285,000	285,000	285,000
Total	0	0	2,434,898	2,434,898	2,434,898	2,434,898
Summary by Division						
Stormwater Finance Administration (15-01)	0	0	189,204	189,204	189,204	189,204
Stormwater Management (31-40)	0	0	2,035,714	2,035,714	2,035,714	2,035,714
Stormwater Fringe Benefits (31-56)	0	0	209,980	209,980	209,980	209,980
Total	0	0	2,434,898	2,434,898	2,434,898	2,434,898
Less Revenues	0	0	(2,434,898)	(2,434,898)	(2,434,898)	(2,434,898)
Net Department Total	0	0	0	0	0	0

Personnel Services Detail

Department: Finance

Division: Stormwater Finance Administration

Account: 571-15-01

Position	Funding Source			FY15 Approved		FY16 Submission		FY16 Manager's Recommendation		FY16 Finance Committee		FY16 Final Allowance	
	City	Fed	Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
(1) Programmer-Analyst	100	0	0	0	0	1	46,500	1	46,500	1	46,500	1	46,500
(2) Account Clerk II	100	0	0	0	0	0.8	27,030	0.8	27,030	0.8	27,030	0.8	27,030
(3) Cashier Clerk	100	0	0	0	0	0.7	21,374	0.7	21,374	0.7	21,374	0.7	21,374
(4) Notes													
Gross Personnel Services				0.0	0	2.5	94,904	2.5	94,904	2.5	94,904	2.5	94,904

Notes:

- (1) 1 New Position Approved in FY16
- (2) .8 New Position Approved in FY16
- (3) .7 New Position Approved in FY16
- (4) Transferred from Public Svcs 571-3140-500 in FY16 (New Stormwater Division)

Stormwater Management

The Stormwater Management division separated from the Sewer Fund in FY16. This division represents the costs to operate and maintain this critical infrastructure system, and to meet or exceed the Stormwater Management requirements of the Clean Water Act. The activities supported by this budget include proportional amounts of catch basin cleaning, ditch clearing, drainage system maintenance, materials disposal, fleet maintenance, and minor structural system repairs that are attributed to the stormwater versus the sewer system. This budget also includes the personnel and consulting service costs for "Small Municipal Separate Storm Sewer System" (MS4) compliance program development and administration, as well as the ongoing participation in the regional Interlocal Stormwater Working Group (ISWG) and anticipated payments towards the Long Creek Watershed Management Plan.

The Sweeping division removes materials such as litter, winter sand, leaves, debris and small particles from City streets. They perform street flushing, and clean up after special events (parades, New Year's celebration, etc.). Their efforts promote cleanliness and help the City comply with stormwater quality regulations. Most Sweeping personnel work from 11:00 PM to 7:00 AM. The division provides for daytime sweeping in Parkside, in addition to the longstanding daytime operations on Munjoy Hill.

Division Summary

Department: Public Services **Division:** Stormwater Management **Account:** 571-31-40

	FY15 Approp.	FY15 Projected Expend.	FY16 Department Submission	FY16 Manager's Recomm.	FY16 Finance Comm.	FY16 Final Allowance
Classification Breakdown						
Payroll	0	0	927,215	927,215	927,215	927,215
Benefits	0	0	3,374	3,374	3,374	3,374
Administrative Services	0	0	33,450	33,450	33,450	33,450
Contractual Services	0	0	653,710	653,710	653,710	653,710
Maintenance and Repairs	0	0	71,500	71,500	71,500	71,500
Rentals	0	0	2,500	2,500	2,500	2,500
Supplies	0	0	58,965	58,965	58,965	58,965
Capital Outlay	0	0	285,000	285,000	285,000	285,000
Total	0	0	2,035,714	2,035,714	2,035,714	2,035,714

Personnel Services Detail

Department: Public Services Stormwater

Division: Stormwater Management

Account: 571-31-40

Position	Funding Source		FY15 Approved		FY16 Submission		FY16 Manager's Recommendation		FY16 Finance Committee		FY16 Final Allowance	
	City	Fed Oth	#	Amount	#	Amount	#	Amount	#	Amount	#	Amount
Stormwater Coordinator	100		0	0	1	62,458	1	62,458	1	62,458	1	62,458
Sr Public Services Supervisor	100		0	0	1	53,127	1	53,127	1	53,127	1	53,127
(1) Asst Engineer	100		0	25,000	1	46,700	1	46,700	1	46,700	1	46,700
(2) Customer Service Rep	100		0	16,000	1	31,900	1	31,900	1	31,900	1	31,900
Maintenance Worker III	100		0	0	5	211,393	5	211,393	5	211,393	5	211,393
(3) Programmer-Analyst	100		0	11,250	0	0	0	0	0	0	0	0
(4) Account Clerk II	100		0	8,000	0	0	0	0	0	0	0	0
(5) Cashier Clerk	100		0	8,000	0	0	0	0	0	0	0	0
Charges from Districting (GF)	100			0		242,900		242,900		242,900		242,900
Charges from Sewer Admin	100			0		44,460		44,460		44,460		44,460
Charges from Sewer Districting	100			0		161,646		161,646		161,646		161,646
Charges from Sewer Engineering	100			0		25,594		25,594		25,594		25,594
Meal Allow/Standby Pay	100			0		1,400		1,400		1,400		1,400
Winter Stipends	100			0		3,132		3,132		3,132		3,132
Overtime	100			2,000		42,505		42,505		42,505		42,505
(6) Notes												
Gross Personnel Services			0.0	70,260	9.0	927,215	9.0	927,215	9.0	927,215	9.0	927,215

Notes:

- (1) 1 New Position Approved in FY16
- (2) 1 New Position Approved in FY16
- (3) Transferred to Finance 571-1501-500 in FY16
- (4) Transferred to Finance 571-1501-500 in FY16
- (5) Transferred to Finance 571-1501-500 in FY16
- (6) 7 Positions Transferred from Sewer Fund (570-3140) in FY16; FY15 Mid-Year Appro Increase (New Fund)

Stormwater Fringe Benefits

The Fringe Benefits account provides for the stormwater fund's portion of the employees' fringe benefit costs.

Division Summary

Department: Public Services	Division: Stormwater Fringe Benefits				Account: 571-31-56	
	FY15 Approp.	FY15 Projected Expend.	FY16 Department Submission	FY16 Manager's Recomm.	FY16 Finance Comm.	FY16 Final Allowance
Classification Breakdown						
Benefits	0	0	209,980	209,980	209,980	209,980
Total	0	0	209,980	209,980	209,980	209,980

PROJECT	PTD BUDGET	PTD TOTAL	ENCUMBRANCE	PTD BALANCE
-----	-----	-----	-----	-----
C07U05 Sewer Unallotted CIP	1,419,547.00	1,419,547.00		
C07S05 CSO Prelim Eng	30,399.90	30,399.90	53,645.00	7,353.90
C08S09 High St Strwmtr Outfall	44,399.90	44,399.90	1,342.50	742.40
C09U05 Sewer Unallotted CIP	658,911.21	658,911.21		658,911.21
C09S02 Moody/Wilson Storm Drain	752,600.00	752,600.00		752,600.00
C09S03 High/York Sewer Separatio	756.02	756.02		756.02
C09S04 Pump Station Rehab	611,867.79	611,867.79	468,760.39	143,107.40
C09S05 Somerset Sewer Elm/Hanove	160,000.00	160,000.00		160,000.00
C09S06 Baxter Woods Detention Pd	70,305.12	70,305.12	9,980.12	60,325.00
C09S07 Penrith Road Brosian Rep	60,000.00	60,000.00		60,000.00
C10U05 Sewer Unallotted CIP	4,315.00	4,315.00		4,315.00
C13S01 Deering Street Wastewater	865,000.00	113,864.79	314.11	750,821.10
C13S02 Sewer System Assessment	713,000.00	658,449.25	59,508.16	4,957.41
C13S04 Riverside Pump Station Gr	12,000.00			12,000.00
C14S01 Sewer Replace Mountfort	75,000.00			75,000.00
C14S02 Sewer Replace O'Brien	75,000.00			75,000.00
C14S03 Sewer Re-lining	1,000,000.00	954,856.67	52,365.82	200,000.00
C14S04 Strwmtr Outfall Rockland	315,000.00	294,136.41	20,310.35	553.24
C14S05 Culvert Replace Washingto	200,000.00			200,000.00
C14S06 Wash Station Vehicle	40,000.00			40,000.00
C14S07 Snow Drainage Sys Rep Con	40,000.00	1,021.05		38,978.95
C15U05 Sewer Unallotted CIP	23,396.00	1.19		23,397.19
C15S01 CMOM Sewer System Renew	1,100,000.00			1,100,000.00
C15S02 Capisic BK Storm Treatmt	1,000,000.00	812,902.14	18,500.14	168,597.72
C15S03 Capisic Pd Dredging	562,000.00	43,425.65		518,574.35
C15S01 Water resource relocation	250,000.00	4,774.83	152,000.00	93,225.17
C15S02 Capisic Pond Improvements	560,000.00			560,000.00
C15S03 CMOM Sewer System Renewal	1,100,000.00			1,100,000.00
C15S04 CMOM Pump Station Rehab	670,000.00			670,000.00
C15S05 Rowe Ave Sewer Separation	210,000.00	1,074.27		208,925.73
C15S06 Stormwater Storage Sagamo	120,000.00			120,000.00
C15S07 Gravel Wetland Capisic	175,000.00			175,000.00
C15S08 Dump Truck Replace	165,000.00			165,000.00
C15S09 Dump Truck Replacement	165,000.00			165,000.00
C15S10 Street Sweeper Replacemen	175,000.00		192,400.00	17,400.00
C15S11 CCIV Truck New	415,000.00			415,000.00
=====	=====	=====	=====	=====
GRAND TOTALS	11,516,227.00	2,005,122.77	1,029,126.59	8,481,977.64
36 PROJECTS				

PROJECT	PTD BUDGET	PTD TOTAL	ENCUMBRANCE	PTD BALANCE
MM0813 CSO Preliminary Engineer1	231,358.00	229,910.01	1,479.58	31.59-
MM0899 Unallocated	2,731.00			2,731.00
MM0910 CSO Preliminary Engineer	220,168.00	81,265.42	135,221.58	3,681.00
MM0999 Unallocated	18,961.00			18,961.00
MM1009 CSO Preliminary Engineer	19,800.00	459.24	19,800.00	459.24-
MM1099 Unallocated	851,884.00	.06-		851,884.06
MM1107 CSO 42 & 43	75,000.00			75,000.00
MM1108 CSO Prelim Engineering	1,519,100.00	992,796.85	659,078.65	132,775.50-
MM1199 Unallocated	144,257.00	1.56-		144,258.56
MM1204 Baxter Blvd Cond. 1 of 2	9,915,000.00	9,834,941.30	104,460.69	24,401.99-
MM1299 Unallocated	436,669.00			436,669.00
MM1301 Back Cove South Storage	21,500,000.00	19,999.32		21,480,000.68
MM1302 Back Cove West Storage	22,000,000.00	35,372.74		21,964,627.26
MM1303 Fore River Storage Facili	35,450,000.00	148.20		35,449,851.80
MM1304 Portland Harbor Storage	20,000,000.00			20,000,000.00
MM1305 WWTP Upgrade/HRC	45,000,000.00			45,000,000.00
MM1306 Sewer Separation/Green Pr	18,200,000.00	473.26		18,199,526.74
MM1307 Morse Street	2,550,000.00	1,484,658.75	605,046.82	460,294.43
MM1308 Anderson Street	2,600,000.00	703,023.21	304,720.15	1,592,256.64
MM1309 Deering Street	1,650,000.00	152,293.40	761,230.26	736,476.34
GRAND TOTALS	182,384,928.00	13,535,340.08	2,591,037.73	166,258,550.19

20 PROJECTS

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 01		<i>Sewer Utility Administration</i>		
570-3101-500.01-10		<u>Payroll / Salaries and Wages</u>		\$270,566
	1	FY16 WAGES: 3.0 FTE	191,591	
	2	.	0	
	3	CHARGES FROM GENERAL FUND WAGES \$78,975:	0	
	4	1) DIRECTOR (MB: FROM 31-01): \$112,355 * 30%	33,706	
	5	2) ASST DIR/OPS (EL: FROM 31-01): \$90,539 * 50%	45,269	
	6	.	0	
	7	INCLUDES CHARGES TO STORMWATER (571-3140):	0	
	8	1) WATER RESOURCES MANAGER \$88,920 * 50% = \$44,460	0	
	9	(REVENUE BUDGETED 570-3100-395)	0	
	10	.	0	
570-3101-500.01-40		<u>Payroll / Overtime Payments</u>		\$691
	1	PAYROLL, RESEARCH, SPECIAL REPORTS:	0	
	2	ACCOUNTANT: 20 HRS * \$34.65 (\$23.04 * 1.5)	691	
	3	.	0	
570-3101-500.02-71		<u>Benefits / Wearing Apparel</u>		\$250
	1	1) CONTRACTUAL CLOTHING:	0	
	2	CEBA BOOT ALLOWANCE (EL)	150	
	3	2) NON-CONTRACTUAL CLOTHING:	0	
	4	OTHER SAFETY	100	
	5	.	0	
570-3101-500.20-00		<u>Administrative Services</u>		\$1,000
	1	1) REFERENCE BOOKS	100	
	2	2) COMPUTER MANUALS	100	
	3	3) APWA DUES FOR SEWER FUND EMPL	0	
	4	(JE, JM, WS, BAR, NS): 5 * \$160	800	
	5	.	0	
570-3101-500.20-20		<u>Administrative Services / Travel/Training/Meetings</u>		\$7,620
	1	1) EMPL APPRECIATION FUNCTIONS: (20% SF, 80% GF):	0	
	2	A) AWARDS CELEBRATION : \$2,800 * 20%	560	
	3	B) HOLIDAY MEAL: \$2,800 * 20%	560	
	4	2) MEETINGS/LUNCHEONS	300	
	5	3) TRAINING:	0	
	6	A) ACCOUNTANT: 1 * \$200	200	
	7	B) HUMAN RESOURCE COURSES: 1 * \$200	200	
	8	C) SEMINARS FOR DIR (NE WATER ENVIRON ASSN)	600	
	9	4) LICENSE RENEWAL (NG/JS)	200	
	10	5) WEF CONFERENCE	3,000	
	11	6) STORMWATER OR UTILITY MGT CONFERENCE	2,000	
570-3101-500.35-50		<u>Contractual Services / Lab and Medical Services</u>		\$4,200
	1	1) RESPIRATOR FIT TESTING & MEDICAL SERVICES/HEP	0	
	2	SHOT FOR ALL OF PUBLIC SERVICES:	0	
	3	A) QUESTIONNAIRES: 20 * \$10	200	
	4	B) FIT TEST SUPPLIES (PURCHASED BY CITY HALL)	300	
	5	C) ADDITIONAL MEDICAL TESTING	600	
	6	.	0	
	7	2) PRE-EMPLOYMENT PHYSICALS: 6 * \$100	600	
	8	.	0	
	9	3) HEPATITIS SHOTS FOR NEW EMPLOYEES:	0	
	10	6 EMPL * \$250 PER SERIES	1,500	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 01		<u>Sewer Utility Administration</u>		
	11	.	0	
	12	4) HEPATITIS SHOTS FOR 4 NEW TEMPS * \$250	1,000	
	13	.	0	
570-3101-500.35-60		<u>Contractual Services / Printing</u>		\$200
	1	OUTSIDE PRINTING SERVICES	200	
	2	.	0	
570-3101-500.40-15		<u>Maintenance and Repairs / Computer Equipment</u>		\$7,828
	1	CITIWORKS MAINTENANCE (EXCL STORMWATER):	0	
	2	50% SEWER, 50% GENERAL ADMIN	7,828	
	3	.	0	
570-3101-500.40-20		<u>Maintenance and Repairs / Other Equipment</u>		\$250
	1	COMPUTER,FAX MACHINE,COLOR PRINTER REPAIRS	250	
	2	.	0	
570-3101-500.55-60		<u>Supplies / Minor Equipment</u>		\$1,400
	1	1) EMPLOYEE AWARDS/PLAQUES	700	
	2	2) MISC MINOR EQUIPMENT:	700	
	3	ERGONOMIC CHAIRS,PRINTERS, ETC	0	
	4	.	0	
570-3101-500.55-70		<u>Supplies / Office Supplies</u>		\$1,850
	1	1) OFFICE SUPPLIES:	0	
	2	A) CALENDARS,BINDERS,GENERAL SUPPLIES	800	
	3	B) PAPER: 20 CASES * \$30	600	
	4	2) COMPUTER SUPPLIES:	0	
	5	A) DVDS,UPGRADES,HARDWARE,ETC.	300	
	6	B) COMPUTER EQUIP. ERGONOMIC IMPROVEMENTS	150	
	7	.	0	
570-3101-500.63-41		<u>Utilities / Cellular Phones</u>		\$4,824
	1	CELL PHONES: 6 * \$35 * 12 MO:	2,520	
	2	(1) WASTEWATER SUPERVISOR: 232-2806 (JM)	0	
	3	(2) SEWER INSPECTOR: 653-4961 (CL)	0	
	4	(3) SEWER INSPECTOR: 650-5379 (JS)	0	
	5	(4) SEWER INSPECTOR: 653-2932 (FR)	0	
	6	(5) SWEEPING SUPERVISOR: 232-8732 (BG)	0	
	7	(6) SENIOR WW TECH: 712-2005 (HD)	0	
	8	.	0	
	9	REIMBURSEMENT PLAN: 4 * \$35 * 12 MO:	1,680	
	10	(1) SENIOR PROJECT ENGINEER 400-0640 (BR)	0	
	11	(2) PROJECT ENGINEER 215-3158 (NS)	0	
	12	(3) ASSOCIATE ENGINEER: 522-7028 (PD)	0	
	13	(4) ASSOCIATE ENGINEER 807-8310 (PL)	0	
	14	.	0	
	15	REIMBURSEMENT PLAN: 1 * \$52.* 12	624	
	16	WASTEWATER COORDINATOR 318-0239 (JE)	0	
	17	.	0	
570-3101-500.70-30		<u>Capital Outlay / Computer Equip/Software</u>		\$50,000
	1	CAPITAL (03/03/15):	50,000	
	2	1) WASTEWATER SERVER	0	
	3	.	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570	31 01	<i>Sewer Utility Administration</i>		
<i>Division Total: 31 01 Administration</i>				\$350,679

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 12		Sewer Utility Districting		
570-3112-500.01-10		<u>Payroll / Salaries and Wages</u>		\$736,675
	1	FY16 WAGES: 15.0 FTE	705,271	
	2	.	0	
	3	INCLUDES:	0	
	4	CHARGES TO STORMWATER (571-3140-500)(-\$161,646):	0	
	5	A) SEWER DIST BASE WAGES W/O COORD: \$636,631 * 20%	0	
	6	B) WW COORDINATOR: \$68,640 * 50%	0	
	7	BOOKED AS REVENUE 570-3100-395-00-00	0	
	8	.	0	
	9	2) MEAL ALLOWANCE:	1,000	
	10	.	0	
	11	3) WINTER STIPEND/OPP STIPEND	5,400	
	12	.	0	
	13	4) STANDBY PAY:	0	
	14	A) SEWER PRIMARY BEEPER (L&T 19M HOURLY RATE):	0	
	15	1) 249 DAYS * \$24.94	6,210	
	16	2) 116 DAYS * \$37.41 (\$24.94*1.5)	4,340	
	17	B) SEWER SECONDARY BEEPER (MW III):	0	
	18	1) 249 DAYS * \$15.00	3,735	
	19	2) 116 DAYS * \$22.50	2,610	
	20	C) PUMP STATIONS:	0	
	21	1) 249 DAYS * \$15.00	3,735	
	22	2) 116 DAYS * \$22.50	2,610	
	23	.	0	
	24	5) SHIFT DIFFERENTIAL:	0	
	25	1 SUPERVISOR * 36HRS * 18WKS * \$1.00	648	
	26	2 MWS * 36 HRS * 18 WKS * .25	324	
	27	1 MW * 40HRS * 18 WKS * \$.45	324	
	28	1 MW * 40HRS * 18 WKS * \$.65	468	
570-3112-500.01-30		<u>Payroll / Temporary Help</u>		\$20,000
	1	GIS SUPPORT FOR DATA COLLECTION	20,000	
570-3112-500.01-40		<u>Payroll / Overtime Payments</u>		\$46,962
	1	1) WEEKEND INSPECTIONS:	0	
	2	WW INSPCTR: 180 HRS * \$37.41 (\$24.94 * 1.5)	6,734	
	3	2) PUMPING STATIONS AND SEWER EMERGENCIES:	0	
	4	A) SEWER FAC TECH: 100HRS*\$30.72 (\$20.48*1.5)	3,072	
	5	B) WW COORD: 100 HRS * \$35.20	3,520	
	6	3) INSPECTIONS (DIGSAFES, SEWER EMERGENCIES):	0	
	7	A) SW INSP: 3 EE*130HRS * \$37.41 (24.94 * 1.5)	14,590	
	8	4) SEWER/STREET INFRASTRUCTURE CLEANING (MW III):	0	
	9	A) NIGHTS: 2 EE*155 HRS*\$30.72 (\$20.48 * 1.5)	9,523	
	10	B) BACKUPS: 2 EMPL * 155 HRS * \$30.72	9,523	
	11	.	0	
	12	OT HISTORY (INCLUDING CALLBACK):	0	
	13	FY14: \$35,189	0	
	14	FY13: \$39,900	0	
	15	FY12: \$46,671	0	
	16	FY11: \$39,252	0	
	17	.	0	
570-3112-500.02-71		<u>Benefits / Wearing Apparel</u>		\$7,795
	1	1) CONTRACTUAL CLOTHING:	0	
	2	A) BOOTS: (PROTECH & CEBA: JE, JF): 2 * \$160	320	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 12		Sewer Utility Districting		
	3	B) UNIFORMS: 13 * \$375	4,875	
	4	.	0	
	5	2) NON-CONTRACTUAL CLOTHING:	0	
	6	A) 1 PROTECH	150	
	7	B) SAFETY CLOTHING (TYVEK SUITS,GLOVES,ETC):	0	
	8	13 EMPL * \$150	1,950	
	9	C) EMERGENCY UNIFORM REPLACEMENTS	500	
	10	.	0	
	11	*SAFETY STIPEND FOR L&T, SUPV IS IN 570-3115	0	
	12	.	0	
570-3112-500.20-00		Administrative Services		\$500
	1	1) WATER ENVIRONMENT FEDERATION (JE)	250	
	2	2) MAINE WASTEWATER CONTROL ASSOC: 5 * \$50	250	
	3	(JS, FR, CL, JF, JE)	0	
	4	.	0	
570-3112-500.20-10		Administrative Services / Postage and Freight		\$800
	1	1) FREIGHT FOR SEWER EQUIPMENT REPAIRS	300	
	2	2) FREIGHT FOR SEWER CAMERA REPAIRS	500	
	3	.	0	
570-3112-500.20-20		Administrative Services / Travel/Training/Meetings		\$6,720
	1	1) OSHA HAZ WASTE REFRESHER(JS,FR,CL): 3 * \$200	600	
	2	2) RECERTIFICATION FOR WASTEWATER LICENSES	0	
	3	THROUGH JETCC (JE,JF) 12 * \$260	3,120	
	4	3) NASSCO TRAINING - PIPELINE ASSESSMENT (JF)	1,000	
	5	4) WEF CONFERENCE (JE)	1,500	
	6	5) CITYWORKS TRAINING (JE)	500	
570-3112-500.20-40		Administrative Services / Taxes Licenses Insurance		\$6,750
	1	PERMANENT STREET OPENING REPAIRS:	6,750	
	2	150 SQ YD * \$45	0	
	3	.	0	
570-3112-500.35-00		Contractual Services		\$569,300
	1	1) SEWER DISTRICTING 100% CHARGES:	0	
	2	A) RAT CONTROL	4,000	
	3	B) ELECTRICAL SYSTEM REPAIRS (CONTRACTED OUT)	12,500	
	4	FOR CODE VIOLATIONS (FY16 LAST YEAR)	0	
	5	C) SCADA MONITORING CONTRACT: 12 MO * \$1,000	12,000	
	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	
	10	(FY16 STORMWATER FUND CHANGE: 570 TO 571)	0	
	11	A) VACTOR TRUCK DISPOSAL COSTS (ECOMAINE):	0	
	12	400 TONS * \$110	44,000	
	13	-LESS STORMWATER (25%): \$44,000 * 25%	-11,000	
	14	-SEWER DISTRICTING (60%): \$24,750	0	
	15	B) DIG SAFE: 12 * \$1,650	19,800	
	16	-LESS STORMWATER (50%): \$19,800 * 50%	-9,900	
	17	-SEWER DISTRICTING (50%): \$9,900	0	
	18	C) ANSWERING SERVICE (APPLETREE)	1,800	
	19	-LESS STORMWATER (50%): \$1,800 * 50%	-900	
	20	-SEWER DISTRICTING (50%): \$900	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 12		<u>Sewer Utility Districting</u>		
	21	3) CONTRACTED MANHOLE STRUCTURE ADJUSTMENTS	0	
	22	50 * \$1,000	50,000	
	23	4) F.O.G. PROGRAM DEVELOPMENT -CMOM	20,000	
	24	5) TV INSPECTION OF 6-10% OF SEWER LINES - CMOM	300,000	
	25	6) CONFINED SPACE RESCUE OSHA MANDATED-PFD	70,000	
	26	FLAT FEE TO FIRE DEPT RESCUE TEAM	0	
	27	7) RIGHT-OF-WAY SURVEY	50,000	
	28	*CMOM: CAPACITY MGMT OPERATION & MAINTENANCE	0	
	29	.	0	
570-3112-500.35-10		<u>Contractual Services / Advertising</u>		\$200
	1	RFP'S & RFQ'S	200	
	2	.	0	
570-3112-500.35-60		<u>Contractual Services / Printing</u>		\$150
	1	1) MAILINGS & DOOR HANGERS	100	
	2	2) BUSINESS CARDS	50	
	3	.	0	
570-3112-500.40-10		<u>Maintenance and Repairs / Buildings</u>		\$12,000
	1	1) PUMPING 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	
570-3112-500.40-20		<u>Maintenance and Repairs / Other Equipment</u>		\$88,000
	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	
570-3112-500.40-30		<u>Maintenance and Repairs / Vehicles</u>		\$23,500
	1	1) SMALL ENGINE PARTS, EQUIPMENT	1,500	
	2	2) PORTABLE PUMP REPAIR	2,000	
	3	3) FLEET SERVICE CHARGES: PARTS*	20,000	
	4	.	0	
570-3112-500.40-31		<u>Maintenance and Repairs / Veh. Commercial Repairs</u>		\$20,000
	1	1) CAT GENERATOR REPAIRS: RIVERSIDE ST	1,300	
	2	2) CAT GENERATOR REPAIRS: FRANKLIN ST	1,300	
	3	3) CAT GENERATOR REPAIRS: HOPE LANE	1,200	
	4	4) ONAN GENERATOR REPAIRS: CLAPBOARD RD	1,200	
	5	5) FLEET SERVICES CHARGES: COMMERCIAL REPAIRS	20,000	
	6	.	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 12		<u>Sewer Utility Districting</u>		
	7	% SPLIT WITH STORMWATER (571-3140-500-4031):	0	
	8	(FY16 STORMWATER FUND CHANGE: 570 TO 571)	0	
	9	1) VACTOR SPLIT WITH STORMWATER \$20,000:	0	
	10	*INCLUDES ANNUAL VACTOR FACTORY SERVICE-TENCO	0	
	11	-LESS STORMWATER (25%): \$20,000 * 25%	-5,000	
	12	-SEWER DISTRICTING (75%): \$15,000	0	
	13	.	0	
570-3112-500.40-32		<u>Maintenance and Repairs / Veh. Labor (Internal)</u>		\$20,000
	1	1) FLEET SERVICES CHARGES: LABOR	20,000	
	2	.	0	
570-3112-500.40-33		<u>Maintenance and Repairs / Vehicle Tires</u>		\$3,000
	1	FLEET SERVICE CHARGES: TIRES	3,000	
	2	.	0	
570-3112-500.45-20		<u>Rentals / Vehicle/Equipment Rental</u>		\$3,000
	1	1) TOOLS,PUMPS,OXYGEN & ACETYLENE TANK RENTALS	500	
	2	2) MOWERS & BACKHOE RENTALS-RIGHT OF WAY MAINT.	2,500	
	3	.	0	
570-3112-500.55-10		<u>Supplies / Agricultural Supplies</u>		\$1,000
	1	1) GRASS SEED, SOD,FERTILIZER, LOAM	200	
	2	2) QUICK LIME: VACTOR DISPOSAL ODOR CONTROL	200	
	3	3) EROSION CONTROL MATS	600	
	4	.	0	
570-3112-500.55-20		<u>Supplies / Supplies - All Other</u>		\$11,000
	1	1) SEWER GREASE REMOVER: 100 GAL * \$80	8,000	
	2	2) ACETYLENE, OXYGEN, NITROGEN	1,500	
	3	3) TRACING DYE, TESTING CHEMICALS	300	
	4	4) INDUSTRIAL DETERGENT & VEHICLE WASH	900	
	5	5) OIL PADS	300	
	6	.	0	
570-3112-500.55-30		<u>Supplies / Construction Supplies</u>		\$48,700
	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	2,400	
	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%): \$10,000 * 40%	-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%): \$21,000 * 40%	-8,400	
	18	-SEWER DISTRICTING (60%): \$12,600	0	
	19	3) CASCO TRAPS: 50 * \$350 = \$17,500	17,500	
	20	-LESS STORMWATER (40%): \$7,000 * 40%	-7,000	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 12		Sewer Utility Districting		
	21	-SEWER DISTRICTING (60%): \$10,500	0	
	22	.	0	
570-3112-500.55-35		Supplies / Cleaning Supplies		\$800
	1	IANITORIAL SUPPLIES	800	
	2	.	0	
570-3112-500.55-40		Supplies / Fuel - Vehicles		\$21,065
	1	1) FUEL CHARGES FROM FLEET:	0	
	2	A) DIESEL: 5,500 GAL * \$2.60/GAL	14,300	
	3	B) UNLEADED: 3,300 GAL * \$2.05/GAL	6,765	
	4	.	0	
570-3112-500.55-60		Supplies / Minor Equipment		\$13,450
	1	1) OTHER MINOR EQUIPMENT:	0	
	2	A) RODDING & JETTING EQUIP:	3,000	
	3	RODS, NOZZLES, CUTTERS	0	
	4	B) REFLECTIVE CONES & SIGNS	500	
	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: \$4,500	4,500	
	9	-LESS STORMWATER (40%): \$4,500 * 40%	-1,800	
	10	-SEWER DISTRICTING (60%): \$2,700	0	
	11	B) JACK HAMMER HOSES AND EQUIPMENT: \$1,500	1,500	
	12	-LESS STORMWATER (40%): \$1,500 * 40%	-600	
	13	-SEWER DISTRICTING (60%): \$900	0	
	14	C) REPLACE VACTOR HOSE/BOOM PIPING (\$6,000)	6,000	
	15	-LESS STORMWATER (40%): \$6,000 * 40%	-2,400	
	16	-SEWER DISTRICTING (60%) \$3,600	0	
	17	.	0	
	18	NEW FY16:	0	
	19	1) TABLET COMPUTERS: 5 * \$550	2,750	
	20	.	0	
570-3112-500.55-70		Supplies / Office Supplies		\$3,700
	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	500	
	7	.	0	
570-3112-500.63-10		Utilities / Gas Service		\$0
	1	COMBINED WITH 63-15	0	
570-3112-500.63-15		Utilities / Heating Fuel		\$4,905
	1	1) FRANKLIN ST PUMP STATION GENERATOR & HEATING:	0	
	2	NO 2 FUEL OIL: 400 GAL * \$3.75/GAL	1,500	
	3	.	0	
	4	2) HOPE LANE EMERGENCY GENERATOR:	0	
	5	DIESEL: 100 GAL * \$3.35/GAL	335	
	6	.	0	
	7	3) FRANKLIN ST EMERGENCY GENERATOR:	0	
	8	DIESEL: 100 GAL * \$3.35/GAL	335	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 12		Sewer Utility Districting		
	9	.	0	
	10	4) PORTABLE 40KW EMERGENCY GENERATOR SET:	0	
	11	DIESEL: 100 GAL * \$3.35/GAL	335	
	12	.	0	
	13	1) NATURAL GAS:	0	
	14	UNITIL #5120189-5034712	0	
	15	1222 RIVERSIDE ST 04103 (PORTLAND CITY OF)	0	
	16	12 MO * \$100/MO	1,200	
	17	.	0	
	18	2) PROPANE	0	
	19	CURTIS ROAD PUMP STATION:	0	
	20	ENERGY USA ACCT # 13425L	0	
	21	12 MO * \$100/MO	1,200	
	22	.	0	
	23	USED FY15 BUDGET \$	0	
570-3112-500.63-20		Utilities / Electricity		\$54,265
	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	
	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	FY14: \$49,716	0	
	32	FY13: \$47,796	0	
	33	FY12: \$54,850	0	
	34	FY11: \$58,393	0	
	35	.	0	
570-3112-500.63-30		Utilities / Water and Sewer Charges		\$5,400
	1	MAY 2015: WATER 3.8% INCREASE	0	
	2	WATER CHARGES:	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 12		<u>Sewer Utility Districting</u>		
	3	.	0	
	4	1) 126552-01 1222 RIVERSIDE ST PUMP STN:	0	
	5	\$425 * 12 MO	5,100	
	6	2) 145856-01 335 FRANKLIN ST PUMP STN:	0	
	7	\$25 * 12 MO	300	
	8	.	0	
	9	** NO SEWER CHARGES**	0	
	10	.	0	
	11	FY14 ACTUAL: \$4,723	0	
	12	FY13 ACTUAL: \$4,628	0	
	13	FY12 ACTUAL: \$5,575	0	
	14	FY11 ACTUAL: \$5,050	0	
	15	.	0	
570-3112-500.63-40		<u>Utilities / Telephone</u>		\$550
	1	FAX LINE FOR WASTEWATER	550	
570-3112-500.63-41		<u>Utilities / Cellular Phones</u>		\$9,180
	1	A) VERIZON WIRELESS AIRCARDS: 7 * \$45/MO * 12 MO	3,780	
	2	1) 650-9970: AIRCARD HD LAPTOP	0	
	3	2) 272-0601: AIRCARC CL TRUCK	0	
	4	3) 650-1492: AIRCARD JS LAPTOP/TRUCK	0	
	5	4) 317-1561: AIRCARD JM TRUCK	0	
	6	5) 650-2117: AIRCARD FR LAPTOP	0	
	7	6) 272-0152: AIRCARD JE LAPTOP	0	
	8	7) NEW AIRCARD FOR FIELD LAPTOP	0	
	9	.	0	
	10	B) DATA PLANS:	0	
	11	1) TABLETS: 4 * \$50/MO * 12 MO:	2,400	
	12	USED BY TEMP FIELD STAFF	0	
	13	2) DATA PLANS FOR 5 NEW TABLETS (NEW FY16):	0	
	14	5 * \$50/MO * 12 MO	3,000	
	15	.	0	
570-3112-500.70-50		<u>Capital Outlay / Vehicles</u>		\$40,000
	1	CAPITAL (03/03/15):	0	
	2	1) 3/4 TON EXTENDED CAB PICKUP REPLACEMENT	40,000	
	3	(#2513)	0	
	4	.	0	
Division Total: 31 12 Districting				\$1,779,367

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 15		<i>Sewer Utility Communications</i>		
570-3115-500.01-10		<u>Payroll / Salaries and Wages</u>		\$50,873
	1	1) FY16 WAGES: 1.0 FTE	50,773	
	2	.	0	
	3	2) MEAL ALLOWANCE	100	
	4	.	0	
	5	UPDATED PMH 2/3/15	0	
570-3115-500.01-40		<u>Payroll / Overtime Payments</u>		\$5,640
	1	DISPATCHER COVERAGE FOR FLOODS,SEWER BACK-UP,ETC:	0	
	2	1) 8 DAYS * 8 HRS * \$36.62 (\$24.41 * 1.5)	2,344	
	3	2) 30 WKS * 3 HRS * \$36.62	3,296	
	4	.	0	
570-3115-500.02-71		<u>Benefits / Wearing Apparel</u>		\$5,260
	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): 12 * \$175 + 1 * \$240	2,340	
	6	B) SEWER COMMUNICATIONS (3115): 1 EMPL * \$240	240	
	7	C) SEWER SWEEPING (3140): 5 * \$175 + 1 * \$240	1,115	
	8	.	0	
	9	3) L&T PPE (80% GF, 20% SF)	1,190	
	10	VESTS, HARD HATS, GLOVES, SAFETY GLASSES	0	
	11	93 EMPLOYEES * \$64 = \$5,952 ASSUMING:	0	
	12	A) VESTS: 2 * \$10	0	
	13	B) GLOVES: 5 * \$7	0	
	14	C) GLASSES: 3 * \$3	0	
	15	.	0	
570-3115-500.20-20		<u>Administrative Services / Travel/Training/Meetings</u>		\$300
	1	STAFF MEETINGS/CUSTOMER SERVICE	300	
	2	.	0	
570-3115-500.45-30		<u>Rentals / Office Equipment Rental</u>		\$1,500
	1	COPIER RENTAL: 12 MO * \$125/MO	1,500	
	2	.	0	
570-3115-500.55-60		<u>Supplies / Minor Equipment</u>		\$4,784
	1	PORTABLE RADIOS: 2 * \$2,017	4,034	
	2	BATTERIES: 10 * \$75	750	
	3	.	0	
570-3115-500.55-70		<u>Supplies / Office Supplies</u>		\$500
	1	DISPATCH SUPPLIES	500	
	2	.	0	
Division Total: 31 15 Communications				\$68,857

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 37		Sewer Utility Engineering		
570-3137-500.01-10		<u>Payroll / Salaries and Wages</u>		\$766,349
	1	FY16 WAGES: 13.0 FTE	697,121	
	2	.	0	
	3	FROM GENERAL FUND: (\$69,288)	0	
	4	1) DEPUTY CITY ENGINEER (DMP):\$79,977 * 50%	39,989	
	5	2) ENGINEERING MGR (KE): \$97,464 * 30%	29,239	
	6	.	0	
	7	INCLUDES:	0	
	8	A) STREET OPENING WAGE REIMBURSEMENT: \$38,376	0	
	9	1) ASSOC ENGINEER (PD):\$50,915 * 40% = 20,366	0	
	10	2) ASSOC ENGINEER(PL):\$45,025 * 40% = 18,010	0	
	11	**SEE REVENUE IN 570-3100-397-00-00	0	
	12	.	0	
	13	B) STORMWATER WAGE REIMBURSEMENT: \$-25,594	0	
	14	1) ASST ENGINEER (BP): \$51,187 * 50%	0	
	15	**SEE REVENUE IN 570-3100-395-00-00	0	
	16	.	0	
570-3137-500.01-40		<u>Payroll / Overtime Payments</u>		\$8,667
	1	1) NON-PROJECT RELATED EMERGENCIES AND SPECIAL	0	
	2	REQUESTS: 6 EE * 30 HRS * \$37.50	6,750	
	3	2) POLICE DEPT TRAFFIC CONTROL:	0	
	4	ONGOING PWD CSO MONITORING REQUIREMENT	0	
	5	4 HRS * 12 MO * \$39.94	1,917	
	6	.	0	
570-3137-500.02-71		<u>Benefits / Wearing Apparel</u>		\$1,650
	1	1) CONTRACTUAL CLOTHING:	0	
	2	A) LIM/SURVEY (LKS,WGS,CCA,CWW):	0	
	3	BOOT ALLOWANCE: 2 EMPL * \$160	320	
	4	B) ENVIR ENG (BAR,HD,FB,BP,MM,NS):	0	
	5	BOOT ALLOWANCE: 2 EMPL * \$160	320	
	6	C) INSPECTIONS (P.DUB,P.LEW):	0	
	7	BOOT ALLOWANCE: 1 EMPL * \$160	160	
	8	.	0	
	9	2) NON-CONTRACTUAL CLOTHING:	0	
	10	OTHER SAFETY EQUIPMENT:	0	
	11	A) LIM/SURVEY VESTS, GLOVES: 4 EMPL * \$25	100	
	12	B) ENVIR ENG VESTS, HARD HATS, GLOVES, GLASSES	0	
	13	RAIN GEAR, HIP BOOTS, TYVEK SUITS:	0	
	14	6 EMPL * \$25	150	
	15	.	0	
	16	NEW FY16:	0	
	17	C) OUTER WEAR - BIBS AND JACKET 2 EE * \$300	600	
	18	.	0	
570-3137-500.20-00		<u>Administrative Services</u>		\$1,910
	1	DUES & MEMBERSHIPS:	0	
	2	.	0	
	3	1) LIM/SURVEY:	0	
	4	A) M.S.L.S.:	500	
	5	MAINE SOCIETY OF LAND SURVEYORS	0	
	6	WGS: \$200; CCA: \$200; CWW: \$100	0	
	7	B) CITY DIRECTORY: ARCHIVES	410	
	8	.	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 37		<u>Sewer Utility Engineering</u>		
	9	2) DESIGN:	0	
	10	A) A.S.C.E. (BAR,NS, B.PEA): 3 * \$250	750	
	11	AMERICAN SOCIETY OF CIVIL ENGINEERS	0	
	12	B) MWWCA (HD,FJB,VAC,BAR,DMP,MM,NS)	250	
	13	MAINE WASTEWATER CONTROL ASSOC (GROUP RATE)	0	
	14	.	0	
570-3137-500.20-10		<u>Administrative Services / Postage and Freight</u>		\$650
	1	SHIPPING CHARGES - EQUIPMENT REPAIRS-MONITORS,	650	
	2	SAMPLING	0	
	3	.	0	
570-3137-500.20-20		<u>Administrative Services / Travel/Training/Meetings</u>		\$10,450
	1	PROFESSIONAL DEVELOPMENT:	0	
	2	1) LIM/SURVEY (WGS,CWW): 2 EMPL * \$500	1,000	
	3	LIM/SURVEY SPECIALIZED CADD (LKS,CCA)	0	
	4	1 * \$500/ 1 * \$1500 (4 DAY CIVIL 3D)	2,000	
	5	2) DESIGN:	0	
	6	A) CAD/INSPECTION TRAINING (PD,P.LEW)	500	
	7	B) PROF DEV (BAR,B.PEA,NS):	0	
	8	1) EPA/DEP SEMINARS: 3 * \$200	600	
	9	2) APWA COURSES/MAINE LOCAL ROADS: 3 * \$200	600	
	10	3) MEWEA COURSES: 3 * \$300	900	
	11	4) OSHA HAZ. WASTE (BAR)	250	
	12	5) NEWEA (BR, BP, NS) 3 * \$500	1,500	
	13	6) STORMWATER CONFERENCE 3 * 250	750	
	14	3) ENVIRONMENTAL (HD,FB,CMM):	0	
	15	A) EPA/DEP SEMINARS: 3 * 200	600	
	16	B) APWA COURSES/MAINE LOCAL ROADS: 3 * \$200	600	
	17	C) MEWEA COURSES: 3 * \$300	900	
	18	D) OSHA HAZ WASTE REFRESHER (CMM)	250	
	19	.	0	
570-3137-500.20-40		<u>Administrative Services / Taxes Licenses Insurance</u>		\$12,650
	1	TAXES/LICENSES/INSURANCE:	0	
	2	.	0	
	3	1) GUILFORD TRANSPORTATION:	0	
	4	YEARLY LICENSE FEE FOR RAND ROAD DRAIN	250	
	5	2) WASTE DISCHARGE LICENSE - CSO PROGRAM (MEPDES)	1,100	
	6	3) WATER QUALITY IMPROVEMENT FUND - DEP	5,100	
	7	.	0	
	8	4) BI-ANNUAL FEES: FY16 IS AN 'ON' YEAR:	0	
	9	A) PROF LAND SURVEYORS (WGS,CCA): 2 EMPL * \$325	650	
	10	B) LAND SURVEYR IN TRAIN'G (LKS,CWW):2 EMPL * \$225	450	
	11	C) PROF ENGINEERS (BAR,NS): 2 EMPL * \$100	200	
	12	.	0	
	13	5) IPT (LINKO) SOFTWARE ANNUAL SUBSCRIPTION FEE	0	
	14	FOR 2 COMPUTERS	4,900	
	15	.	0	
570-3137-500.35-00		<u>Contractual Services</u>		\$14,650
	1	1) LIM/SURVEY:	0	
	2	CUMB COUNTY REGISTRY OF DEADS (RESEARCH/COPIES)	0	
	3	A) ON LINE RESEARCH VIA TRF: EST \$600 * 50%	300	
	4	B) PHYSICAL RESEARCH BILLED BY REGISTER OF DEEDS	0	
	5	EST 300 * 50%	150	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 37		<u>Sewer Utility Engineering</u>		
	6	R.O.W. STORM & SANITARY SEWER RESEARCH	0	
	7	.	0	
	8	2) OTHER CONTRACT SERVICES:	0	
	9	A) SCANNING SERVICES FOR OVERSIZE PLANS	500	
	10	B) GPS SUPPORT (STATION ON ROOF)	300	
	11	.	0	
	12	3) GENERAL:	0	
	13	VAULT FIRE PROTECTION ANNUAL INSPECTION	1,100	
	14	.	0	
	15	4) EXISTING SUBMETER INSPECTIONS	0	
	16	OUTSIDE HIRED PLUMBING SERVICES:	0	
	17	30 METERS * \$80 PER INSPECTION	2,400	
	18	.	0	
	19	5) NEW SUBMETER INSPECTION	0	
	20	OUTSIDE HIRED PLUMBING SERVICES:	0	
	21	30 METERS * \$80 PER INSPECTION	2,400	
	22	.	0	
	23	6) DEFECTIVE SEWER LATERAL INVESTIGATION	0	
	24	OUTSIDE HIRED PLUMBING SERVICES:	0	
	25	15 LATERALS * \$500 HOUSE	7,500	
	26	.	0	
570-3137-500.35-10		<u>Contractual Services / Advertising</u>		\$750
	1	HIRING ADS IN PROFESSIONAL PUBLICATIONS	750	
	2	.	0	
570-3137-500.35-20		<u>Contractual Services / Arch and Engineering</u>		\$52,000
	1	1) LIM MAPPING SERVICES:	50,000	
	2	AERIAL MAPPING UPDATES USING DIGITAL	0	
	3	PHOTOGRAPHY FOR GIS, CITY GIS WEBSITE,	0	
	4	PLANNING & ENGINEERING DESIGN PROJECTS.	0	
	5	DATA DERIVED FROM 2015 HIGH RESOLUTION IMAGERY	0	
	6	PLANNING AERIAL IMAGERY	0	
	7	WITH STATE (SPRING OF 2015)	0	
	8	.	0	
	9	2) PWD ROW RESEARCH PROJECTS-N TWADDELL:	0	
	10	4 QUARTERS * \$500	2,000	
	11	.	0	
570-3137-500.35-30		<u>Contractual Services / Auto Expense Reimbursed</u>		\$200
	1	PERSONAL VEHICLE USE (PD,B.PEA,NS,P.LEW)	200	
	2	.	0	
	3	IRS STANDARD MILEAGE RATE: \$0.575 (EFF. 01/01/15)	0	
	4	.	0	
570-3137-500.35-60		<u>Contractual Services / Printing</u>		\$800
	1	1) SURVEY:	0	
	2	A) BINDING VAULT BOOKS	200	
	3	B) BUSINESS CARDS	100	
	4	C) FORMS & LETTERHEAD	200	
	5	.	0	
	6	2) ENVIRONMENTAL:	0	
	7	A) SEWER CONTRACTS/CARDS	300	
	8	.	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 37		<u>Sewer Utility Engineering</u>		
570-3137-500.40-20		<u>Maintenance and Repairs / Other Equipment</u>		\$3,900
	1	1) SURVEY/LIM:	0	
	2	A) ANNUAL MAINTENANCE OF GPS EQUIPMENT	400	
	3	B) ANNUAL MAINTENANCE & REPAIRS OF:	0	
	4	SAMPLERS, FLOWMETERS, AIRBLOWER,GAS DETECTORS	1,500	
	5	*OTHER: COMPUTERS,PRINTERS,COPIERS,SCANNERS	500	
	6	.	0	
	7	2) TWO WAY RADIO REPAIRS:	500	
	8	REPLACEMENT BATTERIES, MIC'S, OTHER REPAIRS	0	
	9	.	0	
	10	3) PLOTTER MAINTENANCE AND SUPPORT	1,000	
	11	*COMPUTER & SCANNER REPAIRS COMBINED ABOVE	0	
	12	.	0	
570-3137-500.40-30		<u>Maintenance and Repairs / Vehicles</u>		\$0
	1	FLEET SERVICE CHARGES: PARTS	0	
	2	.	0	
570-3137-500.40-31		<u>Maintenance and Repairs / Veh. Commercial Repairs</u>		\$20
	1	FLEET SERVICES CHARGES: COMMERCIAL REPAIRS	20	
	2	.	0	
570-3137-500.40-32		<u>Maintenance and Repairs / Veh. Labor (Internal)</u>		\$1,000
	1	FLEET SERVICES CHARGES:	1,000	
	2	.	0	
570-3137-500.45-30		<u>Rentals / Office Equipment Rental</u>		\$780
	1	COPIER RENTAL (SPLIT WITH GEN ENG): 6 MO * \$130	780	
	2	.	0	
570-3137-500.55-10		<u>Supplies / Agricultural Supplies</u>		\$100
	1	GRASS SEED FOR MISC PROJECTS	100	
570-3137-500.55-20		<u>Supplies / Supplies - All Other</u>		\$200
	1	TRACING DYE, TESTING CHEMICALS	200	
	2	.	0	
570-3137-500.55-40		<u>Supplies / Fuel - Vehicles</u>		\$410
	1	FUEL CHARGES FROM VEHICLE MAINTENANCE:	0	
	2	1) DIESEL: 0 GAL * \$3.15/GAL	0	
	3	2) UNLEADED: 200 GAL * \$2.05/GAL	410	
	4	.	0	
570-3137-500.55-50		<u>Supplies / Medical Supplies</u>		\$200
	1	FIRST AID KIT REFILLS	200	
	2	.	0	
570-3137-500.55-60		<u>Supplies / Minor Equipment</u>		\$16,750
	1	1) SURVEY/ARCHIVES/LIM:	0	
	2	A) RECORD STORAGE HARDWARE (ARCHIVE CABINETS)	1,000	
	3	B) FIELD SUPPLIES (LIM -WGS)	200	
	4	2) ENVIRONMENTAL:	0	
	5	A) VARIOUS HAND AND MASON TOOLS	1,000	
	6	B) REFLECTIVE CONES AND SIGNS	250	
	7	C) PAINT, CLEANING SUPPLIES, LAB SUPPLIES	400	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 37		<i>Sewer Utility Engineering</i>		
	8	.	0	
	9	NEW FY16:	0	
	10	1) REPLACE COMPUTERS:	0	
	11	ALDEN, SCELZA, ROLAND	6,400	
	12	.	0	
	13	2) SUBMETER PROGRAM:	0	
	14	PURCHASE SUBMETERS FROM PWD:	0	
	15	30 METERS * \$250 PER METER	7,500	
	16	.	0	
570-3137-500.55-70		<i>Supplies / Office Supplies</i>		\$7,500
	1	1) SURVEY/ARCHIVES/LIM:	0	
	2	A) LIM	800	
	3	B) ARCHIVES	1,000	
	4	2) DESIGN (BAR, NS):	0	
	5	GENERAL OFFICE SUPPLIES,STORAGE DVD'S,LABELS	1,200	
	6	3) PLOTTER SUPPLIES:	0	
	7	A) MYLAR	250	
	8	B) COLOR PLOTTER BOND	750	
	9	C) CARTRIDGES,PRINT HEADS, & CLEANERS	1,000	
	10	D) PAPER, INKJET BOND	600	
	11	4) GENERAL:	0	
	12	A) GENERAL OFFICE SUPPLIES	600	
	13	B) GENERAL COMPUTER SUPPLIES	800	
	14	C) DIGITAL STORAGE MEDIA	500	
	15	.	0	
570-3137-500.63-41		<i>Utilities / Cellular Phones</i>		\$1,200
	1	AIRCARDS (P.LEW & P.DUB): 2 * \$50/MO * 12 MO	1,200	
	2	.	0	
<i>Division Total: 31 37 Engineering</i>				\$902,786

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 55		<i>Sewer Utility Debt Service</i>		
570-3155-500.35-00		<u>Contractual Services</u>		\$520,370
	1	1) CURRENT DEBT (PRIOR FY15): T-\$126,070	0	
	2	(03/02/15)	0	
	3	A) DEP MGMT FEE: \$0	0	
	4	B) DEP ADMIN FEE: \$88,242	88,242	
	5	C) MMBB FEE: \$37,828	37,828	
	6	.	0	
	7	2) FY16 EST BASED ON \$21.5M BORROWING: T-\$394,300	0	
	8	(03/02/15)	0	
	9	A) BOND COUNSEL, NEW ISSUE	2,300	
	10	B) DEP MGMT FEE, NEW ISSUE	322,500	
	11	C) DEP ADMIN FEE, NEW ISSUE	38,700	
	12	D) MMBB FEE, NEW ISSUE	17,200	
	13	E) ISSUANCE COSTS SEWER CIP (17% OF TOTAL)	13,600	
	14	.	0	
570-3155-500.75-10		<u>Debt Service / Interest</u>		\$1,207,373
	1	FY16 (03/02/15):	0	
	2	1) SEWER INCLUDING SRF:	1,099,873	
	3	DEBT: \$1,196,721	0	
	4	LESS FY15 CIP PREM APPL TO FY16 DEBT: \$96,848	0	
	5	=====	0	
	6	TOTAL: \$1,099,873	0	
	7	.	0	
	8	2) CSO NEW ISSUE (JAN 2016: 1/2 YR)	107,500	
	9	.	0	
570-3155-500.75-20		<u>Debt Service / Principal</u>		\$5,521,922
	1	FY16 (03/02/15):	0	
	2	1) SEWER INCLUDING SRF	5,521,922	
	3	2) CSO NEW ISSUE (JAN 2016:NO PRIN PYMT IN FY16)	0	
	4	.	0	
Division Total: 31 55 Debt Service				\$7,249,665

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 56		Sewer Utility Fringe Benefits		
570-3156-500.02-60		<u>Benefits / Workers' Compensation</u>		\$37,500
	1	FROM HR: OLD ACCOUNTS (EST. 03/02/15):	37,500	
	2	.	0	
	3	HISTORY:	0	
	4	FY15 YTD (03/02/15): \$37.4K	0	
	5	FY14: \$58,343	0	
	6	FY13: \$126,381	0	
	7	FY12: \$37,480	0	
	8	FY11: \$16,861	0	
	9	.	0	
570-3156-500.02-80		<u>Benefits / Medicare</u>		\$28,619
	1	FY16 EST (03/02/15):	28,619	
	2	TOTAL SEWER (570) WAGES: \$1,973,708 * 1.45%	0	
	3	.	0	
	4	*SEE FRINGE BENEFIT REIMB FOR STORMWATER REIMB:	0	
	5	570-3101: \$44,460	0	
	6	570-3112: \$161,646	0	
	7	570-3137: \$25,594	0	
	8	=====	0	
	9	TOTAL: \$231,700 * 1.45% = \$3,360	0	
	10	.	0	
570-3156-500.02-85		<u>Benefits / Pension</u>		\$379,360
	1	FY16 EST: T-\$379,360	0	
	2	.	0	
	3	1) FY16 PENSION (03/04/15): \$174,080	0	
	4	A) WAGES & OT: \$1,953,708 * 8.9%	173,880	
	5	(ICMA = APPROX 40% OF FTES)	0	
	6	(1)*32.0 FTES: \$1,676,260	0	
	7	(2) CHARGES FROM GF: \$215,488	0	
	8	(3) OT: \$61,960	0	
	9	B) TEMP: \$20,000 * 1.0%	200	
	10	.	0	
	11	2) PENSION BOND UNFUNDED (TUUAL): \$205,280 (SMK)	205,280	
	12	.	0	
	13	*SEE FRINGE BENEFIT REIMB FOR STORMWATER REIMB:	0	
	14	570-3101: \$44,460	0	
	15	570-3112: \$161,646	0	
	16	570-3137: \$25,594	0	
	17	=====	0	
	18	TOTAL: \$231,700 * 8.9% = \$20,621	0	
	19	.	0	
570-3156-500.02-95		<u>Benefits / Health Insurance</u>		\$379,266
	1	FY16 EST (03/04/15):	0	
	2	.	0	
	3	A) FTE WAGES (32.0 FTES) EST. HEALTH INSURANCE:	341,146	
	4	*BASED ON CURRENT PLAN USAGE	0	
	5	\$328,025 * 1.04% (EST INCR) = \$341,146	0	
	6	.	0	
	7	*SEE FRINGE BENEFIT REIMB FOR STORMWATER REIMB	0	
	8	.	0	
	9	(2) CHARGES FROM GF: \$215,488 * 17.69% = \$38,120	38,120	
	10	FY16 FRINGE EST (BASED ON FY15 FRINGE RATE):	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 56		<u>Sewer Utility Fringe Benefits</u>		
	11	.	0	
	12	*SEE FRINGE BENEFIT REIMB FOR STORMWATER REIMB:	0	
	13	570-3101: \$44,460	0	
	14	570-3112: \$161,646	0	
	15	570-3137: \$25,594	0	
	16	=====	0	
	17	TOTAL: \$231,700 * 17.69% = \$40,988	0	
	18	*BASED ON FY15 FRINGE BENEFIT RATE	0	
	19	.	0	
570-3156-500.20-30		<u>Administrative Services / Indirect Costs</u>		\$445,143
	1	FY16 CHARGEBACK ESTIMATE (03/04/15):	0	
	2	1) CITY MANAGER (13-01)	52,358	
	3	2) FINANCE: T-\$173,347	0	
	4	A) FINANCE ADMINISTRATION (15-01)	95,586	
	5	GEN'L \$66,701 + WAGES \$28,885	0	
	6	B) FINANCE TREASURY (15-02)	77,761	
	7	GEN'L \$39,361 + WAGES \$38,400	0	
	8	3) LEGAL (16-00)	29,268	
	9	4) HUMAN RESOURCES (17-01)	53,118	
	10	5) IT (29-01)	137,052	
	11	.	0	
570-3156-500.50-10		<u>Insurance / Gen'l Liability Insurance</u>		\$763
	1	FY16 ESTIMATE (03/04/15):	0	
	2	1) BUILDINGS & CONTENTS:	661	
	3	(FY14 \$699; FY13: \$602; FY12: \$605	0	
	4	2) CRIME BOND (39 EMPL):	102	
	5	(FY13: A-\$99; FY12: A-\$99	0	
	6	.	0	
	7	*BASED ON LIABILITY FY16 REVENUE EST.	0	
	8	.	0	
570-3156-500.50-20		<u>Insurance / Workers' Compensation</u>		\$22,000
	1	FY16 CHARGEBACK ESTIMATE (W/ CWK 02/19/15):	22,000	
	2	MEDICAL CLAIMS, LEGAL, VOC. & ADMIN COSTS	0	
	3	.	0	
	4	HISTORY:	0	
	5	FY15 YTD (03/04/15): \$16,784	0	
	6	FY14: \$21,020	0	
	7	FY13: \$45,254	0	
	8	FY12: \$61,967	0	
	9	FY11: \$12,752	0	
	10	.	0	
Division Total: 31 56 Fringe Benefits				\$1,292,651

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
570 31 58		Sewer Utility PWD Assessment		
570-3158-500.20-00		<u>Administrative Services</u>		\$11,255,841
	1	FY16 (02/17/15):	0	
	2	1) JULY-DEC: \$915,109 * 6 MO	5,490,654	
	3	2) JAN-JUNE: \$960,864 * 6 MO	5,765,187	
	4	*BASED ON PWD PROJECTIONS	0	
	5		0	
<i>Division Total: 31 58 PWD Assessment</i>				\$11,255,841
Department Total: 31 Public Services				\$22,899,846

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
571 31 40		Stormwater Fund Stormwater Management		
571-3140-500.01-10		<u>Payroll / Salaries and Wages</u>		\$884,710
	1	1) FY16 WAGES: 9.0 FTE	405,578	
	2	.	0	
	3	2) CHGS FROM DIST'G (100-1112):	0	
	4	A) COORDINATOR (MS): 20% * \$72,047	14,409	
	5	B) ACCOUNTANT (DMAC): 20% * \$42,978	8,596	
	6	C) SUPERVISORS: 20% * \$253,906	50,781	
	7	5 EMPL: MH, RK, JL, FM, RM	0	
	8	D) MW III*: 20% OF \$845,568	169,114	
	9	* EXCLUDES CUSTODIAL AND PARKS STAFF	0	
	10	OFFSET REVENUE 100-3112-395-0000	0	
	11	.	0	
	12	3) CHGS FROM SEWER DISTRICTING (570-3112):	0	
	13	A) 20% WAGES EXCLUDING COORDINATOR \$636,631	127,326	
	14	B) 50% WASTEWATER COORDINATOR (JE): \$68,640	34,320	
	15	OFFSET REVENUE 570-3100-395-0000	0	
	16	.	0	
	17	4) CHGS FROM SEWER ENGINEERING (570-3137):	0	
	18	ASSISTANT ENGINEER (BP): \$51,187 * 50%	25,594	
	19	OFFSET REVENUE 570-3100-395-0000	0	
	20	.	0	
	21	5) CHARGES FROM SEWER ADMIN (570-3101)	0	
	22	WATER RESOURCES MANAGER (NG): \$88,920 * 50%	44,460	
	23	OFFSET REVENUE 570-3100-395-0000	0	
	24	.	0	
	25	6) MEAL ALLOWANCE (SWEEPING)	1,400	
	26	.	0	
	27	7) WINTER STIPEND/OPP STIPEND:	0	
	28	A) 5 MW * \$.60 * 40 HRS * 18 WKS	2,160	
	29	1 SUPER * \$.30 * 40 HRS * 18 WKS	216	
	30	B) 1 MW * \$.45 * 40 HRS * 18WKS	324	
	31	1 MW * \$.25 * 40 HRS * 18WKS	180	
	32	1 SUPER * \$.35 * 40 HRS * 18 WKS	252	
	33	.	0	
571-3140-500.01-40		<u>Payroll / Overtime Payments</u>		\$42,505
	1	1) STORMWATER COORD (DR): 50 HRS * \$32.03	1,602	
	2	2) SWEEPING: PARADES, SPECIAL EVENTS, REQUESTS:	3,043	
	3	4 EMPL * 6 EVENTS * 4 HRS * \$31.70	0	
	4	3) FILL INS FOR SUPERVISOR:	9,022	
	5	1 EMP * 8 HRS * 30 DAYS * \$37.59	0	
	6	4) OSHA TRAINING:	6,014	
	7	4 EMPL * 5 DAYS * 8 HRS * \$37.59	0	
	8	5) SWEEPING FILL INS FOR SICK & VACATION:	22,824	
	9	1 EMPL * 8 HRS * 90 DAYS * \$31.70	0	
	10	.	0	
571-3140-500.02-71		<u>Benefits / Wearing Apparel</u>		\$3,374
	1	1) CONTRACTUAL CLOTHING:	0	
	2	A) BOOTS (DR)(AE)	320	
	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	
	6	2) OTHER NON-CONTRACTUAL CLOTHING/SAFETY EQUIP	200	
	7	.	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
571 31 40		<i>Stormwater Fund Stormwater Management</i>		
	8	SAFETY STIPEND FOR L&T, SUPV ARE IN 570-3115	0	
	9	.	0	
571-3140-500.20-00		<u>Administrative Services</u>		\$700
	1	1) APWA MEMBERSHIP DR/NG	300	
	2	(AMERICAN PUBLIC WORKS ASSOCIATION)	0	
	3	2) WEF MEMBERSHIP DR/NG	400	
	4	(WATER ENVIRONMENTAL FEDERATION)	0	
	5	.	0	
571-3140-500.20-20		<u>Administrative Services / Travel/Training/Meetings</u>		\$1,500
	1	1) TRAINING THROUGH EPA/DEP, NEIWPC CONFERENCE,	1,500	
	2	DEP EROSION & SEDIMENTATION RECERTIFICATION	0	
	3	REGIONAL STORMWATER CONFERENCE	0	
571-3140-500.20-40		<u>Administrative Services / Taxes Licenses Insurance</u>		\$31,250
	1	1) DEP ANNUAL MS4 LICENSE	250	
	2	2) LONG CREEK WATERSHED RESTORATION FEE	21,000	
	3	3) MS4-ISWG DUES:	10,000	
	4	(THROUGH CUMBERLAND COUNTY SOIL & WATER)	0	
571-3140-500.35-00		<u>Contractual Services</u>		\$423,460
	1	1) % SPLIT W/SEWER DISTRT'G (570-3112-500)	0	
	2	A) DIGSAFE: 50% * 12 MOS * \$1,650	9,900	
	3	B) APPLE'TREE ANSWERING SERVICE: 50% * \$1,800	900	
	4	C) ECOMAINE VACTOR DISPOSAL (25%):	0	
	5	400 TONS * \$110 * 25%	11,000	
	6	.	0	
	7	2) RIVERSIDE RECYCLING DISPOSAL COSTS:	0	
	8	CATCH BASIN CLEANING: 2,000 TONS * \$44.76	89,520	
	9	(\$56.30/TON LESS CREDIT OF \$11.54 = \$44.76/TON)	0	
	10	.	0	
	11	3) RIVERSIDE RECYCLING SWEEPINGS:	0	
	12	3,000 TONS * \$44.76 * 50%	67,140	
	13	(\$56.30/TON LESS CREDIT OF \$11.54 = \$44.76/TON)	0	
	14	OFFSET 100-3114-343-2000	0	
	15	.	0	
	16	4) SUPPLEMENTAL CONTRACTUAL WORK TO REBUILD FAILED	0	
	17	CATCH BASINS: 20 * \$1,000	20,000	
	18	.	0	
	19	5) CATCH BASIN/STORMWATER TREATMENT:	0	
	20	UNIT CLEANING - SUPPLEMENTAL 2,000 * \$50	100,000	
	21	.	0	
	22	6) GREEN INFRASTRUCTURE LANDSCAPE MAINTENANCE	20,000	
	23	RAIN GARDENS, GRAVEL WETLANDS, BIO SWALE	0	
	24	.	0	
	25	7) EMERGENCY STORMWATER STABLILZATION	5,000	
	26	.	0	
	27	8) FIRST YEAR STORMWATER CMOM IMPLEMENTATION	100,000	
	28	(NEW FY16)	0	
	29	.	0	
571-3140-500.35-20		<u>Contractual Services / Arch and Engineering</u>		\$230,000
	1	CLEAN WATER ACT COMPLIANCE:	0	
	2	1) MS4 STORMWATER PROGRAM (PERMIT YEAR 3 OF 5)	6,000	
	3	(JULY 1, 2013 - JUNE 30, 2018)	0	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
571 31 40		<i>Stormwater Fund Stormwater Management</i>		
	4	2) SPILL CONTROL CONTAINMENT & COUNTERMEASURE	3,000	
	5	PLAN DEVELOPMENT - FLEET SERVICES FACILITY	0	
	6	3) CAPISIC BROOK WATERSHED MGMT PLAN IMPLEMENT:	50,000	
	7	A) ONGOING EDUCATIONAL PROGRAM	0	
	8	B) COLLECT & ASSESS WATERSHED DATA INCLUDING	20,000	
	9	COLLECTION OF FLOW DATA FROM CAPISIC BROOK	0	
	10	MONITORING STATIONS	0	
	11	4) IMPLEMENTATION PLANNING CONSULTANT	50,000	
	12	5) DOLE BROOK STREAM BUFFER INSPECTION, MARKERS,	1,000	
	13	SIGNS: 1ST YR 3RD PARTY INSPECTION REQUIRED	0	
	14	UNDER EPA SUPPLEMENTAL ENVIRONMENTAL PROJECT	0	
	15	6) DEVELOP 3RD PARTY INSPECTION TRACKING PROGRAM	15,000	
	16	7) ILLICIT DISCHARGE INVESTIGATION	25,000	
	17	8) INFRASTRUCTURE PRIORITIZATION ANALYSIS AND	60,000	
	18	ANNUAL UPDATE (NEW FY16)	0	
	19	.	0	
571-3140-500.35-30		<u>Contractual Services / Auto Expense Reimbursed</u>		\$250
	1	AUTO MILEAGE REIMBURSEMENTS	250	
571-3140-500.40-30		<u>Maintenance and Repairs / Vehicles</u>		\$25,000
	1	1) FLEET CHARGES: PARTS	20,000	
	2	*INCLUDES STETCOS, TV VAN, TECH VAN, SWEEPERS,	0	
	3	PICKUP	0	
	4	2) REPLACEMENT SIDE BROOMS	5,000	
	5	.	0	
571-3140-500.40-31		<u>Maintenance and Repairs / Veh. Commercial Repairs</u>		\$25,000
	1	1) FLEET SERVICE CHARGES: COMMERCIAL REPAIRS	20,000	
	2	2) VACTOR CHARGES FROM WASTEWATER: \$20,000 * 25%	5,000	
	3	.	0	
571-3140-500.40-32		<u>Maintenance and Repairs / Veh. Labor (Internal)</u>		\$20,000
	1	FLEET SERVICES LABOR CHARGES	20,000	
571-3140-500.40-33		<u>Maintenance and Repairs / Vehicle Tires</u>		\$1,500
	1	REPLACEMENT TIRES	1,500	
571-3140-500.45-20		<u>Rentals / Vehicle/Equipment Rental</u>		\$2,500
	1	RUBBER TRACK EXCAVATOR: 1 MO * \$2,500	2,500	
	2	FOR WORK ON 12 RETENTION PONDS	0	
	3	.	0	
571-3140-500.55-30		<u>Supplies / Construction Supplies</u>		\$19,400
	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: \$17,500 * 40%	7,000	
571-3140-500.55-40		<u>Supplies / Fuel - Vehicles</u>		\$21,065
	1	1) DIRECT FLEET CHARGES:	0	
	2	A) DIESEL: 5,500 GAL * \$2.60	14,300	
	3	B) UNLEADED: 3,300 GAL * \$2.05	6,765	

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
571 31 40		<i>Stormwater Fund Stormwater Management</i>		
571-3140-500.55-60		<u>Supplies / Minor Equipment</u>		\$18,000
	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	
	8	5) INSTALL GPS SYSTEMS ON SWEEPERS	10,000	
	9	.	0	
571-3140-500.55-70		<u>Supplies / Office Supplies</u>		\$500
	1	BASIC OFFICE SUPPLIES	500	
571-3140-500.70-10		<u>Capital Outlay / Land/Land Improvements</u>		\$285,000
	1	CAPITAL (03/03/15):	0	
	2	1) NEIGHBORHOOD STORMWATER DRAINAGE	200,000	
	3	2) GREENLEAF STREET STORMWATER FACILITIES	85,000	
	4	.	0	
<i>Division Total: 31 40 Stormwater Management</i>				\$2,035,714

FY16 FA Expenditure Explanatories

Acct	Line #	Description	Detail \$	FA Request
571 31 56		<i>Stormwater Fund Fringe Benefits</i>		
571-3156-500.02-80		<u>Benefits / Medicare</u>		\$14,119
	1	FY16 MEDICARE - BASED ON WAGES	14,119	
571-3156-500.02-85		<u>Benefits / Pension</u>		\$86,661
	1	FY16 PENSION BASED ON WAGES	86,661	
571-3156-500.02-95		<u>Benefits / Health Insurance</u>		\$109,200
	1	FY16 HEALTH INSURANCE	109,200	
<i>Division Total: 31 56 Fringe Benefits</i>				\$209,980
Department Total: 31 Public Services				\$2,245,694

Attachment
United States Environmental Protection Agency, EPA New England

Wastewater Collection System CMOM Program Self-Assessment Checklist

Oct 2010

Name of your system City of Portland ME Wastewater Collection System **Date** Jan 27, 2016

Put an "A" in the final column for an issue you intend to address with future action, or leave blank if you have evaluated your program as sufficient.

I. General Information – Collection System Description

I	Question	Response	*Act
1	How many people are served by your wastewater collection system?	The City's wastewater collection system covers approximately 21 square miles of land area, which is the entirety of the corporate boundaries of the City of Portland. The City of Portland has a population of 66,666, according to the 2014 Census.	
2	What is the number of service connections to your collection system? How many: Manholes? Pump stations? Feet (or miles) of sewer? Force mains? Siphons?	Service Connections: 33,542 Manholes: 6,323 Pump Stations: 10 Feet of Sewer: 1,251,518' Feet of Force Mains: 54,216' City-Owned Siphons: 0	
3	What is the age of your system (e.g., 30% over 30 years, 20% over 50 years, etc.)?	As of November 2013 data, the average age of sewer pipe installed over the last 150 years is 45 years old, with the greatest length of pipe being installed prior to 1970. Approximately seven percent of the City's system was constructed within the last 15 years.	
4	What type(s) of collection system map is/are available and what percent of the system is mapped by each method (e.g., paper only, paper scanned into electronic, digitized, interactive GIS, etc.)? When was the map(s) last updated?	The City's Collection System Map is available in interactive GIS. The City continues to refine and revise their map as data becomes available from inspections, cleanings, and capital improvement projects.	
5	If you have a systematic numbering and identification method/system established to identify sewer system manhole, sewer lines, and other items (pump stations, etc.), please describe.	As a result of the ESRI ArcGIS Local Government Information Model (LGIM) conversion work, the City is able to assign unique individual asset identifiers for collection system structures (manholes, diversion structures, outfalls, hydrobrakes, etc.) in the CMMS program to track maintenance activities and operational performance.	
6	Are "as-built" plans (record drawings) or maps available and used by field crews in the office and in the field?	The City's Collection System Map, which is populated with data from "as-built" plans/record drawings is available and used by field crews in the office and field. The City's Engineering Archives contain paper and electronic copies of "as-built" plans/record drawings for use in the office; the City is currently incorporating "as-built" plans into its GIS.	A
7	Describe the type of asset management (AM) system you use (e.g. card catalog, spreadsheets, AM software program, etc.)	The City currently utilizes the Cityworks Computerized Maintenance Management System software program to assist with a variety of tasks including storage and tracking of assets, service requests, and maintenance work orders. The City has deployed Cityworks on a web-based platform and will be deploying enterprise-wide in the future. In addition, the City uses a See-Click-Fix system for citizen service requests, which furthers the City's asset management capabilities.	

* Put an "A" in the final column if this is an issue you intend to address with future action.

II. Continuing Sewer Assessment Plan

II	Question	Response	*Act
1	Under what conditions, if any, does the collection system overflow? Does it overflow during wet and/or dry weather? Has your system had problems with: <input type="checkbox"/> hydraulic issues, <input type="checkbox"/> debris, <input type="checkbox"/> roots, <input type="checkbox"/> Fats, Oils & Grease (FOG), <input type="checkbox"/> vandalism blockages resulting in manhole overflows, <input type="checkbox"/> basement backups, <input type="checkbox"/> other (specify)? Describe your system's history of structural collapses, and PS or force main failures.	<p>The collection system has overflowed during both wet and dry weather. There have been problems with hydraulic overload, debris, root intrusion, FOG, blockages and basement backups as well as structural failures and pump station failures.</p> <p>There have been 5 overflows resulting from structural failure in the past three years. Other sections of sewer main have collapsed as well, which did not result in an overflow.</p> <p>In the past 3 years there have been no overflows caused by pump station failures.</p>	A
2	How many SSOs have occurred in each of the last three calendar years? What is the most frequent cause?	<p>2013: 13 2014: 13 2015: 7</p> <p>The most frequent cause of SSOs was intense rainfall and blockages, often times caused by debris and root intrusion.</p>	
3	Of those SSOs, how many basement backups occurred in each of the last three calendar years? How are they documented?	<p>2013: 3 2014: 1 2015: 0</p> <p>SSOs are documented by the sewer inspector's investigation report, as well as the Non-Compliance/Discharge Incident Report forms sent to the Maine Department of Environmental Protection.</p>	
4	What is the ratio of peak wet-weather flow to average dry-weather flow at the wastewater treatment plant (or municipal boundary for satellite collection systems)?	As of November 2013 data, the WWTF treats approximately 20 MGD of dry-weather flow, and is designed to treat 80 MGD during peak wet-weather events.	
5	What short-term measures have been implemented or plan to be implemented to mitigate the overflows? If actions are planned, when will they be implemented?	The City is currently implementing its Capacity Management Operation and Maintenance Corrective Action Plan under the implementation schedule approved by the EPA and dated November 22, 2014.	A
6	What long-term measures have been implemented or plan to be implemented to mitigate the overflows? If actions are planned, when will they be implemented?	The City is currently implementing its Capacity Management Operation and Maintenance Corrective Action Plan under the implementation schedule approved by the EPA and dated November 22, 2014.	A
7	Describe your preventive maintenance program; how do you track it (e.g., card files, electronically, with specific software)?	Preventative maintenance work orders are set up in Cityworks CMMS to automatically remind staff when due. Work orders are typically activities as recommended by manufacturers' O&M manuals; however, it also includes the City's "trouble list" (recurring work orders). Staff also creates work orders for inspections and other preventative maintenance activities based on operational knowledge of the system. These tasks appear on the Cityworks maintenance calendar and the user is prompted to complete these work orders. When the associated maintenance tasks are completed, the work order is then closed, so that the work is documented as being completed, and reminders for the work cease. Recurring work orders are generated for	

* Put an "A" in the final column if this is an issue you intend to address with future action.

		pump stations and problem areas within the sewer main, for activities such as root cutting, cleaning for grease removal, rodding, and jetting.	
8	How do you prioritize investigations, repairs and rehabilitation? What critical and priority problem areas are addressed more frequently than the remainder of your system? How frequently are these areas evaluated?	<p>Aside from case-by-case repairs at failure and investigations/work associated with addressing SSO events, nearly all available man hours are exhausted maintaining the quarterly, semi-annual, and annual trouble lists. The City's "trouble list" is maintained in Cityworks and pertains only to areas of the system where there are known root intrusion problems. There is no schedule for preparing and assigning these kinds of work orders; they are completed on an as needed basis and when resources are available.</p> <p>The City also has a Capital Improvement Planning Process, which takes place annually and prioritizes projects for a five-year planning window.</p>	A
9	Are septage haulers required to declare the origin of their "load"? Are records of these declarations maintained? Do any of the declarations provide evidence of SSOs?	The City does not have septage receiving; this is under the jurisdiction and control of the Portland Water District.	

III.A. Collection System Management Organizational Structure

IIIA	Question	Response	*Act
1	Do you have an organizational chart that shows the overall personnel structure for collection system operations, including operation and maintenance staff? Please attach your chart.	Yes; see attached.	
2	For which jobs do you have up-to-date job descriptions that delineate responsibilities and authority for each position?	All jobs on the attached organizational chart have up to date job descriptions that delineate responsibilities and authority for each position per the three unions (AFSCME, CEBA, and Pro-Tech).	
3	How many staff members are dedicated to collection system maintenance? Of those, how many are responsible for any other duties, (e.g., road repair or maintenance, O&M of the storm water collection system)? If so, describe other duties.	Including the wastewater facilities coordinator, the wastewater section currently consists of 14 employees. Of those 14, 3 are dedicated to wastewater construction activities, 7 are dedicated to sewer maintenance, 1 to pump stations/conduits, and 2 are supervisors. 3 of the sewer maintenance workers are sewer inspectors who respond to complaints and mark dig safes. From late November to mid-April, 1 supervisor and 6 maintenance workers are reassigned to winter operations shifts and perform no work on the collection system. During winter storm events all employees are required to plow snow and perform no work on the collection system. 75% of the construction crew's time, 33% of the vactor maintenance crew's time, 100% of the Stetco operator's time, 50% of the televising crew's time, and 60% of the wastewater facilities technician's time is dedicated to O&M of the storm water collection system.	
4	Are there any collection system maintenance position vacancies? How long has the position(s) been vacant?	There are currently no vacancies in the collection system maintenance crew. There are 2 new positions for the construction team and sewer maintenance intended to be filled in FY17.	
5	For which, if any, maintenance activities do you use an outside contractor?	Wet well cleaning.	

* Put an "A" in the final column if this is an issue you intend to address with future action.

6	Describe any group purchase contracts you participate in.	None.	
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III.B. Collection System Management: Training

IIIB	Question	Response	*Act
1	What types of training are provided to staff?	Safety and Operational training is provided both in class room setting and as on the job training; the City has also provided NASSCO certification training.	
2	Is training provided in the following areas: x general safety, x routine line maintenance, x confined space entry, x MSDS x lockout/tagout, x biologic hazards, x traffic control, x record keeping, <input type="checkbox"/> electrical and instrumentation, x pipe repair, <input type="checkbox"/> public relations, SSO/emergency response, x pump station operations and maintenance, trench/shoring, <input type="checkbox"/> other (describe)?	General safety, routine line maintenance, confined space entry, MSDS, lockout/tagout, biological hazards, traffic control, record keeping, pipe repair, NASSCO, and pump station O&M training are provided.	
3	Which training requirements are mandatory for key employees?	Confined Space, Lock out/Tag out, Blood-borne pathogens, hazardous communications.	
4	How many collection system employees are certified (e.g, NEWEA certification program) and at what grade are they certified?	Five employees are NEWEA certified. Three are Grade IV Certified and two are Grade II Certified.	

III.C. Collection System Management: Communication and Customer Service

IIIC	Question	Response	*Act
1	Describe your public education/outreach programs (e.g., for user rates, FOG, extraneous flow, SSOs etc.)	Sewer Use Charges are explained within Article IV of Chapter 24 of the City Code of Ordinance and bills describing individual charges are distributed on a monthly basis. The City's FOG program is advertised on the City's website (http://www.portlandmaine.gov/1548/Fats-Oils-and-Grease-Program), which contains links for additional information on the Portland Press Herald website. The investigation and enforcement process associated with complaints related to sewer typically involves public education/outreach to the homeowners involved.	
2	What are the most common collection system complaints? How many complaints have you received in each of the past three calendar years?	The most common complaints are sewer backups. However, it should be noted that the majority of complaints received are related to the failure of private lateral connections. The following collection system complaints were received in each of the past three calendar years: 2013: 218 2014: 256 2015: 261	
3	Are formal procedures in place to evaluate and respond to complaints?	Yes.	
4	How are complaint records maintained (i.e., computerized)? How are complaints tied to emergency response and operations and maintenance programs?	Complaint records are maintained within the service request portion of the Cityworks program. When a service request is generated, a determination is made regarding whether a work order needs to be generated. If work is necessary, the work order is generated and a sewer inspector is dispatched to investigate or the maintenance work is scheduled.	

* Put an "A" in the final column if this is an issue you intend to address with future action.

III.D. Collection System Management: Management Information Systems

IIID	Question	Response	*Act
1	How do you manage collection system information? (Commercial software package, spreadsheets, data bases, SCADA, etc). What information and functions are managed electronically?	The collection system information is managed via GIS, in combination with the Cityworks CMMS, as well as some SCADA. By July 2016, the City's CMMS will be fully implemented. At this time, all pump stations have been equipped with SCADA, such that all information and functions can be managed electronically. The City is also working on finalizing a SCADA interface for the Baxter Boulevard combined sewer system; a similar interface will be installed in the Back Cove system as well.	A
2	What procedures are used to track and plan collection system maintenance activities?	ArcGIS and Cityworks CMMS will be used to track and plan collection system maintenance activities. Maintenance work orders are set up in Cityworks CMMS to notify staff when it is due. These work orders are typically associated with preventative maintenance, SSO events, and the City's "trouble list", as described above. When the associated maintenance tasks are completed, the work order is then closed, so that the work is documented as being completed, and reminders for the work cease.	
3	Who is responsible for establishing maintenance priorities? What records are maintained for each piece of mechanical equipment within the collection system?	The wastewater facilities coordinator is responsible for establishing maintenance priorities. Vehicle maintenance records are handled at central maintenance. The SCADA system in combination with the Cityworks CMMS records information for the pump stations.	
4	What is the backlog for various types of work orders?	By July 2016, the City's CMMS will be fully implemented. At this time, there is no current backlog of work orders.	
5	How do you track emergencies and your response to emergencies? How do you link emergency responses to your maintenance activities?	Emergencies are tracked with the Cityworks program. If the cause of the emergency warrants it, the area is added to the "trouble list", which is maintained within Cityworks, and maintenance work orders are generated, as needed.	
6	What written policies/protocols do you have for managing and tracking the following information: complaint work orders, scheduled work orders, customer service, scheduled preventative maintenance, scheduled inspections, sewer system inventory, safety incidents, emergency responses, scheduled monitoring/sampling, compliance/overflow tracking, equipment/tools tracking, parts inventory?	There are currently no written policies/protocols for managing and tracking this information. However, the Emergency Response Plan was last updated in January of 2013.	A

III.E. Collection System Management: SSO Notification Program

IIIE	Question	Response	*Act
1	What are your procedures, including time frames, for notifying state agencies, health agencies, regulatory authorities, and the drinking water authorities of overflow events?	As per Chapter 523 "Waste Discharge License Conditions," the wastewater facilities coordinator emails the Maine DEP as soon as he is notified of an SSO (within 24 hours). Coordinator then files the formal report via email within one week (five business days).	

* Put an "A" in the final column if this is an issue you intend to address with future action.

2	Do you use the state standard form for recording/reporting overflow events? If not, provide a sample copy of the form that is used.	Yes and it is the intent of the City moving forward to record additional information as requested in the Administrative Order Annual Report SSO Detail.	A
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III.F. Collection System Management: Legal Authority

IIIF	Question	Response	*Act
1	Are discharges to the sewer regulated by a sewer use ordinance (SUO)? Does the SUO contain procedures for controlling and enforcing the following: <input type="checkbox"/> FOG; <input type="checkbox"/> Infiltration/ Inflow (I/I); <input type="checkbox"/> building structures over the sewer lines; <input type="checkbox"/> storm water connections to sanitary lines; <input type="checkbox"/> defects in service laterals located on private property; <input type="checkbox"/> sump pumps?	Yes, the Sewer Use Regulations are contained within Article III of Chapter 24 of the City Code of Ordinances (SUO). The SUO contains procedures for controlling and enforcing the following: FOG, I/I, construction of structures over sewer lines, stormwater connections to sanitary lines, defects in service laterals located on private property, and sump pumps.	
2	Who is responsible for enforcing various aspects of the SUO? Does this party communicate with your department on a regular basis?	Public Works or the Portland Water District as agent for the City and at the request of Public Works shall administer and enforce the provisions of the SUO.	
3	Summarize any SUO enforcement actions/activities that have occurred in the last three calendar years.	<p>If a violation occurs, the City of Portland Industrial Pretreatment Coordinator issues a Notice of Violation (NOV), which details what the industry must complete or submit in order to regain compliance; it should be noted that only one NOV is issued for multiple violations that occur at the same industry and that additional NOVs are not issued for violations associated with follow-up compliance sampling. If compliance is not regained by the date given in the NOV, the Industry is considered in Significant Non-Compliance (SNF). Any industries found to be in SNF are published in a newspaper advertisement detailing the compliance issue. The following is a summary of the number of violations, issued NOVs, and published SNCs that have occurred in each of the last three calendar years:</p> <p>2013: 14 Violations 4 NOV 3 SNC</p> <p>2014: 17 Violations 14 NOV 1 SNC</p> <p>2015: 20 Violations 14 NOV *Industries in Significant Non-Compliance will be published in May of 2016</p>	
4	Do you have a program to control FOG entering the collection system? If so, which of the following does it include: <input type="checkbox"/> permits, <input type="checkbox"/> inspection <input type="checkbox"/> enforcement? Are commercial grease traps inspected regularly and who is responsible for conducting inspections?	<p>The City currently has a FOG Program posted on the City website (http://www.portlandmaine.gov/DocumentCenter/View/9587) that notes enforcement of the program is to be in full effect on July 1, 2016. The FOG Program includes permits, inspection, and enforcement.</p> <p>The Health Department includes grease trap maintenance records as part of restaurant inspections.</p>	

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5	Is there an ordinance dealing with storm water connections or requirements to remove storm water connections?	The SUO contains procedures for controlling and enforcing stormwater connections to sanitary lines.	
6	Does the collection system receive flow from satellite communities? Which communities? How are flows from these satellite communities regulated? Are satellite flow capacity issues periodically reviewed?	The City's collection system receives non-significant (<5,000 GPD) residential flows from a small neighborhood in Falmouth; these flows are not metered or regulated by the City. The City anticipates that review of capacity issues would occur through the Portland Water District.	
7	Does the collection system receive flow from private collection systems? If yes, how is flow from these private sources regulated? How are overflows dealt with? Provide details, including contact information for these private systems.	No.	

IV.A. Collection System Operation: Financing

IV A	Question	Response	*Act
1	Has an enterprise (or other) fund been established and what does it include: wastewater collection and treatment operations; collection system maintenance; long-term infrastructure improvements; etc.? Are the funds sufficient to properly fund future system needs?	The City established the Sewer User Fund as an enterprise fund in 1982. Revenue from user fees provides funding for all sewer operations, including collection and treatment, maintenance, and long term infrastructure improvements. Funds and the funding mechanism are sufficient to provide for the future system needs.	
2	How are rates calculated (have you done a rate analysis)? What is the current sewer charge rate? When was it last increased? How much was the increase?	User rates are projected based on estimated costs and consumption data. The most recent analysis was done as part of the 15 year, \$170 million CSO Tier III program. The rate is also reviewed each year as part of the annual budget process to determine the rate needed to produce revenue to cover costs in the Sewer Fund, including estimated debt service on capital financing. We have been fortunate to enjoy a favorable bidding climate which lowered the amount needed to finance. We also took advantage of the State Revolving Loan Fund for Clean Water Projects to receive much lower interest rates. These elements combined with a recently enacted Stormwater Fund has allowed modest user rate increases in recent years. The current sewer charge is \$8.20/HCF. On July 1, 2014, it increased from \$8.35 to \$8.81. On July 1, 2015, the sewer rate increased from \$8.81 to \$9.70. On January 1, 2016, the rate decreased from \$9.70 to \$8.20 after the new stormwater utility was initiated.	
3	What is your O&M budget?	The FY2016 budget for operations and maintenance (Sewer Districting, Utility Communications) is about \$1.8 million.	
4	If an enterprise fund has not been established, how are collection system maintenance operations funded?	N/A	
5	Does a Capital Improvement Plan (CIP) that provides for system repair/replacement on a prioritized	Yes. Consistent with the City's recently completed CMOM Corrective Action Plan and the implementation schedule approved by the EPA dated November 22, 2014, the City's	

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	basis exist? What is the collection system's average annual CIP budget?	average CIP for years FY15-FY19 is \$1.8M per year (\$1.1M for collection system and \$700,000 for pump stations).	
6	How do you account for the value of your system infrastructure for the Government Accounting Standards Board standard 34 (GASB 34)?	The City accounts for the value of system infrastructure for the GASB 34 via historical costs depreciated utilizing the straight line method.	

IV.B. Collection System Operation: Hydrogen Sulfide Monitoring and Control

IV B	Question	Response	*Act
1	Are odors a frequent source of complaints? How many have been received in the last calendar year?	Yes. 2013: 18 2014: 9 2015: 20	
2	Do you have a hydrogen sulfide problem, and if so, do you have corrosion control programs? What are the major elements of the program?	No.	
3	Does your system contain air relief valves at the high points of the force main system? How often are they inspected? How often are they exercised?	Yes. There is no scheduled inspection or maintenance on these valves.	A

IV.C. Collection System Operation: Safety

IV C	Question	Response	*Act
1	Do you have a formal Safety Training Program? How do you maintain safety training records?	Yes. Records are maintained in an online database and as hardcopies.	
2	Which of the following equipment items are available and in adequate supply: x rubber/disposable gloves; x confined space ventilation equipment; x hard hats, x safety glasses, x rubber boots; x antibacterial soap and first aid kit; x tripods or non-entry rescue equipment; x fire extinguishers; x equipment to enter manholes; x portable crane/hoist; x atmospheric testing equipment and gas detectors; x oxygen sensors; x H2S monitors; x full body harness; x protective clothing; x traffic/public access control equipment; <input type="checkbox"/> 5-minute escape breathing devices; <input type="checkbox"/> life preservers for lagoons; <input type="checkbox"/> safety buoy at activated sludge plants; x fiberglass or wooden ladders for electrical work; x respirators and/or	The following equipment items are available and in adequate supply: rubber/disposable gloves; confined space ventilation equipment; hard hats, safety glasses, rubber boots; antibacterial soap and first aid kit; tripods or non-entry rescue equipment; fire extinguishers; equipment to enter manholes; portable crane/hoist; atmospheric testing equipment (2 pump stations are equipped with remote built in atmospheric testing equipment through the SCADA system) and gas detectors; oxygen sensors; H2S monitors; full body harness; protective clothing; traffic/public access control equipment; fiberglass or wooden ladders for electrical work; respirators; methane gas or OVA analyzer; LEL metering.	

* Put an "A" in the final column if this is an issue you intend to address with future action.

	self-contained breathing apparatus; x methane gas or OVA analyzer; x LEL metering?		
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IV.D. Collection System Operation: Emergency Preparedness and Response

IV D	Question	Response	*Act
1	Do you have a written collection system emergency response plan? When was the plan last updated? What departments are included in your emergency planning?	The City's Emergency Response Plan was last updated in January of 2013. The Plan includes the following Departments: Fire, Health & Human Services, Police, and Public Works and is currently being updated.	
2	Which of the following issues are considered: <input type="checkbox"/> vulnerable points in the system, <input type="checkbox"/> severe natural events, <input type="checkbox"/> failure of critical system components, <input type="checkbox"/> vandalism or other third party events (specify), <input type="checkbox"/> other types of incidents (specify)?	N/A.	
3	How do you train staff to respond to emergency situations? Where are responsibilities detailed for personnel who respond to emergencies?	Employees are trained to call 911 and Public Works dispatch in emergency situations.	
4	How many emergency calls have you had in the past calendar year?	2013: 68 2014: 103 2015: 98	

IV.E. Collection System Operation: Engineering – Capacity

IV E	Question	Response	*Act
1	How do you evaluate the capacity of your system and what capacity issues have you identified, if any? What is your plan to remedy the identified capacity issues?	<p>An InfoSWMM model of the City's sanitary sewer system was developed as part of the Capacity, Management, Operations, and Maintenance (CMOM) Assessment in November of 2013. For the purposes of the CMOM Assessment, this model was utilized to evaluate the capacity of the system.</p> <p>Capacity results for pipe segments were classified into five groups based on the results, including whether they cause an SSO or surcharging in the upstream manhole, or whether they are flowing at some percent of their full pipe capacity. The five classifications or groups were used in the collection system risk analysis to score assets based on their hydraulic capacity. The CMOM Assessment recommended performing additional engineering studies of capacity issues identified by the hydraulic model. Studies may include field survey, flow monitoring, modeling, and evaluation of renewal strategies (upsizing pipes, sewer separation, I&I reduction, etc.).</p> <p>Per the approved CMOM Corrective Action Plan Implementation Schedule, dated November 22, 2014, future CMOM Program Implementation Annual Reports will include an update to the City's asset risk analysis and renewal planning priorities.</p>	A
2	What procedures do you use to determine whether the capacity of	The Deputy City Engineer within the Department of Public Works evaluates pipe size, condition, and cleanliness to	A

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	existing gravity sewer system, pump stations and force mains are adequate for new connections? Who does this evaluation?	determine whether the capacity of the collection system is adequate for new connections. The InfoSWMM model developed in 2013 was intended to be incorporated into the development review process and utilized to determine whether there is adequate capacity to serve new sewer connections; however, this has not yet been completed. The City is working to incorporate its GIS and continuing to refine the model.	
3	Do you charge hook up fees for new development and if so, how are they calculated?	A flat hook up fee is charged for new development, as part of the Plumbing Permit Fee (the current fee is \$50 for hook up a minimum of five years after construction of the sewer main and \$2,000 for hook up within five years of the sewer main construction).	
4	Do you have a hydraulic model of your collection system? Is it used to predict the effects of system remediation and new connections?	As described above, a hydraulic model of the collection system has been developed using InfoSWMM. At this time, it is not used to predict the effects of system remediation and new connections.	A

IV.F. Collection System Operation: Pump Stations - Inspection

IV F	Question	Response	*Act
1	How many pump stations are in the system? How often are pump stations inspected? How many are privately owned, and how are they inspected? Do you use an inspection checklist?	The City wastewater collection system includes 9 pump stations owned by the City; all other pump stations are owned and operated by the Portland Water District. The 2 largest pump stations are inspected daily. The other stations are inspected twice a week, when in use (the East End Beach Pump Station is operational seasonally). A pump station inspection work order serves as a checklist.	
2	Is there sufficient redundancy of equipment at all pump stations?	There is sufficient design redundancy in each pump station.	
3	How are pump stations monitored? If a SCADA system is used, what parameters are monitored?	A SCADA system is used in all 9 of the City's pump stations. It monitors wet well levels, communication quality, pump run status, run times, speed feedback and gas detection. The other stations are monitored by field inspections.	
4	How many pump station/force main failures have you had in each of the last three years? Who responds to pump station/force main failures and overflows? How are the responders notified?	2013: 2 2014: 2 2015: 0 The wastewater facilities technician typically responds to pump station failures. Responders are notified by the SCADA voice dialer on the stations equipped with it. Local alarm lights and inspections notify responders at the other stations.	
5	How many pump stations are equipped with backup power sources? How many require portable generators? How many portable generators does your system own? Explain how the portable generators will be deployed during a system-wide electrical outage.	4 pump stations are equipped with backup power. 6 pump stations require portable generators. The City has one portable generator. The portable generator is towed from station to station during a system wide electrical outage.	
6	Are operation logs maintained for all pump stations? Are the lead, lag, and backup pumps rotated regularly?	Yes.	

* Put an "A" in the final column if this is an issue you intend to address with future action.

7	Is there a procedure to modify pump operations (manually, or automatically), during wet weather to increase in-line storage of wet weather flows? If so, describe.	No. The City has limited in-line storage capacity and will be evaluating this as part of it's I/I Program work.	A
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V.A. Equipment and Collection System Maintenance: Sewer Cleaning

V A	Question	Response	*Act
1	What is your schedule for cleaning sewer lines on a system-wide basis? At this frequency, how long will it take to clean the system? How are sewer cleaning efforts documented?	We have no schedule for system-wide cleaning. We currently only clean our trouble list. This is documented in the Cityworks CMMS.	A
2	How many linear miles of the collection system were cleaned in each of the past 3 calendar years?	2013: 15,105 LF 2014: 60,285 LF 2015: 65,265 LF	
3	How do you identify sewer line segments that have chronic problems and should be cleaned more frequently? Is a list of these areas maintained and cleaning frequencies established?	Some of the sewer line segments on the "trouble list" were identified during televising and manhole inspections. Others were added due to a failure. A quarterly, semi-annual, and annual "trouble list" is maintained within Cityworks. There is no schedule for preparing and assigning these cleanings; they are completed on an as needed basis and when resources are available.	
4	Approximately, how many collection system blockages have occurred during the last calendar year, and what were the causes?	2013: 3 2014: 3 2015: 2 Blockages are typically caused by structural failures compounding root intrusion or FOG problems.	
5	Has the number of blockages increased, decreased, or stayed the same over the past five years?	Based on our reporting, the number of blockages has been decreasing since 2011.	
6	What equipment is available to clean sewers? Is any type of cleaning contracted to other parties? If yes, under what circumstances?	The City currently has 1 combination jet vector unit and 1 mechanical rodder unit. As documented in the CMOM Program Implementation Annual Reports on Corrective Action Plan Related Contracts and projected measures, the City has contracted CCTV work to various parties, which typically includes cleaning. A new CCTV truck is scheduled to be delivered to the City for in-house capability in the late spring/early summer of 2016.	A
7	Do you have a root control program? Describe its critical components.	The "trouble list", which includes root intrusion issues, as previously described, constitutes the extent of the City's root control program. Sections of main are rodded on a quarterly, semi-annual and annual basis, depending on need.	

V.B. Equipment and Collection System Maintenance: Maintenance Right-of-Way

V B	Question	Response	*Act
1	Is scheduled maintenance performed on Rights-of-Way and Easements? At what frequency? How many manholes in easement areas can not be located?	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	A

* Put an "A" in the final column if this is an issue you intend to address with future action.

		activities. The maintenance program includes, mowing, selective vegetation removal and tree cutting, and as required, use of EPA-approved spot herbicide applications. An unknown number of manholes cannot be located in the easement areas.	
2	Are road paving projects coordinated with the collection system operators? Have manholes been paved over? How many manholes in paved areas cannot be located? Describe any systems in place for locating and raising manholes that have been paved over.	In recent years, the City has strived to complete sewer separation and rehabilitation projects in conjunction with roadway reconstruction projects; in these cases, the projects are coordinated with the City's Pavement Manager and collection system operators. In the past, manholes have been inadvertently paved over. An unknown number of manholes cannot be located. The City does not proactively locate or raise paved over manholes; these are dealt with as resources are available. As described above, the City's Easement Maintenance Program is designed to protect public health and the environment by focusing on locating lost or buried manholes.	A

V.C. Equipment and Collection System Maintenance: Parts Inventory

VC	Question	Response	*Act
1	Do you have a central location for the storage of spare parts?	No.	A
2	How have critical spare parts been identified?	They haven't.	A
3	How to you determine if adequate supplies on hand? Has an inventory tracking system been implemented?	The City conducts an annual inventory of cast iron manhole frames and covers and precast concrete structures, but no tracking system has been implemented.	A

VI A. SSES: System Assessment

VI A	Question	Response	*Act
1	Do POTW flow records or prior I/I or SSES programs indicate the presence of public/private inflow sources or sump pumps? Please Explain.	The CMOM Assessment, dated November 2013 indicated the presence of public/private inflow sources. Based on pump station runtime data, some pump stations had higher total run times in certain months; it was assumed that these spikes were due to the increased influent wastewater flows caused by infiltration and inflow.	A
2	If problems are related to I/I, has a Sewer System Evaluation Survey (SSES) been conducted? When? What is the status of the recommendations?	The Division recently submitted its FY17 budget including \$750,000 for FY17 to complete Phase I of the City's I/I Program. The intent is to complete the work in accordance with the O&M Recommendations of the approved CMOM Corrective Action Plan Implementation Schedule.	A
3	Do you have a program to identify and eliminate sources of I/I into the system including private service laterals and illegal connections? If so, describe.	The City will be initiating Phase I of its I/I Program in FY17.	A
4	Have private residences been inspected for sump pumps and roof leader connections?	Private residences are not individually inspected for sump pump and roof leader connections unless an investigation is being conducted regarding a reported discharge. Visual assessments of roof leader connections are often conducted as part of sewer separation projects.	

* Put an "A" in the final column if this is an issue you intend to address with future action.

5	Are inspections to identify illicit connections conducted during the property transfer process?	No.	
6	How many sump pumps and roof leaders have been identified? How many have been removed?	Identification and removal of sump pumps is typically conducted as part of the investigation process for SSOs and complaints related to sewer backups and basement flooding. Identification and removal of roof leaders is typically included as part of the design process for the City's sewer separation projects.	
7	Have follow-up homeowner inspections been conducted?	Follow-up homeowner inspections are conducted where illicit connections have been identified, as part of the enforcement process.	
8	What incentive programs exist to encourage residences to disconnect roof leaders & sump pumps? (i.e. matching funds, etc.)	The City does not have any incentive programs for roof leader or sump pump disconnects. This will be evaluated as part of the City's I/I Program work.	A
9	What disincentive programs exist to encourage residences to disconnect roof leaders & sump pumps? (i.e. fines, surcharges)	The Sewer Use Regulations contained within Article III of Chapter 24 of the City Code of Ordinances contain procedures for controlling and enforcing roof leader connections and sump pumps. In accordance with Section 24-48, if any roof leaders or sump pumps are discharged, or are proposed to be discharged to the public sewers, the public works authority may: (1) Reject the wastes; (2) Require pretreatment to an acceptable condition for discharge to the public sewer as required by rule; (3) Require control over the quantities and rates of discharge (flow equalization); and/or (4) Require payment to cover the added cost of handling and treating the wastes.	

VI.B. SSES: Manhole Inspection

VI B	Question	Response	*Act
1	Do you have a manhole inspection and assessment program?	Yes.	
2	Has a formal manhole inspection checklist been developed?	Yes.	
3	How many manholes were inspected during the past calendar year?	2013: 55 2014: 261 2015: 91	

VII. Energy Use

VII	Question	Response	*Act
1	What is your annual energy cost for operating your system? For which pieces of equipment do you track energy use?	The following annual energy costs are currently tracked and budgeted for collection system operations: \$55,000 for pump station electricity; \$5,000 for fuel oil and propane; and \$21,000 for vehicle fuels.	
2	Have you upgraded any of your pumps and motors to more energy efficient models? If so, please describe.	No.	A

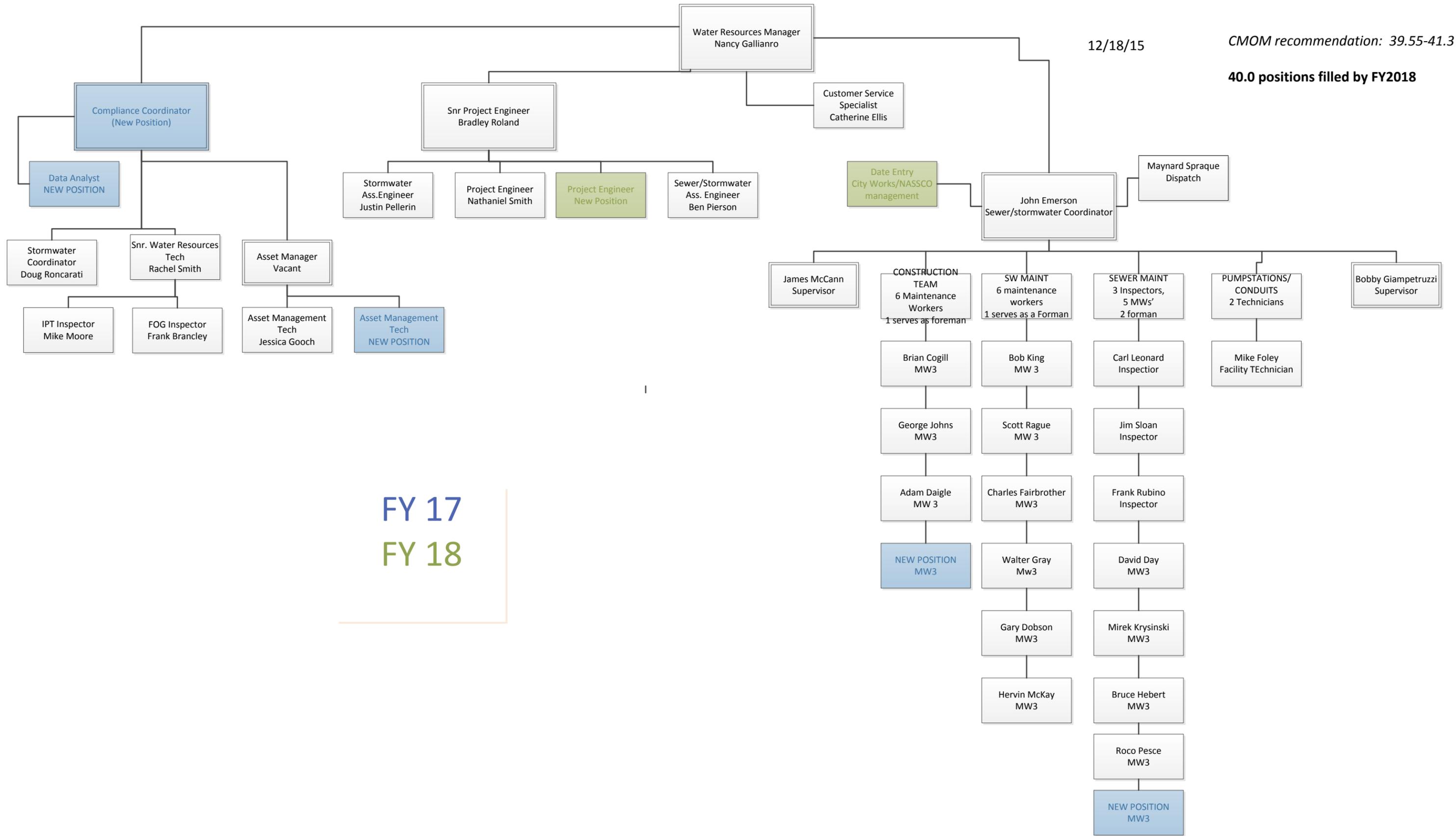
* Put an "A" in the final column if this is an issue you intend to address with future action.

3	Have you performed an energy audit in the past three years?	No.	A
4	Where do you use the most energy (fuel, electricity) in operating your collection system?	Franklin Street and Riverside Street pump stations.	
5	If you have a treatment plant, would you be interested in participating in EnergyStar benchmarking of your treatment plant?	The City does not own the treatment plant; it is owned and operated by the Portland Water District.	

VIII. Other Actions

VIII	Question	Response	*Act
1	Describe any other actions that you plan to take to improve your CMOM Program that are not discussed above.	The City is currently implementing its Capacity Management Operation and Maintenance Corrective Action Plan under the implementation schedule approved by the EPA and dated November 22, 2014.	A

* Put an "A" in the final column if this is an issue you intend to address with future action.



12/18/15

CMOM recommendation: 39.55-41.3

40.0 positions filled by FY2018

FY 17
FY 18