



**TOWN OF WINDHAM**  
**REQUEST FOR QUALIFICATIONS**  
**INSTALLATION OF SEWER SERVICE CONNECTIONS, NORTH WINDHAM**

## INTRODUCTION

The Town of Windham (TOW) is working with the Portland Water District (PWD) to develop a new sewer collection system in the Boody's Corner area of North Windham. PWD and the TOW are looking to procure construction services for the installation of sewer service connections from each property's plumbing connection to the sewer infrastructure.

The overall schedule for this work is anticipated to occur between July 2025 and Spring 2026 with final completion by April 17, 2026. However, a significant portion will need to be completed between July 2025 and December 2025 in order to meet the needs of the overall startup schedule for the Wastewater treatment Facility (WWTF). A Summary of the requested services and selection process is provided below. Because of the large number of connections (approx. 40 individual connections) that will need to be completed over a relatively short window of time the successful contractor will need sufficient capacity to schedule and complete this work in a timely manner. Exhibit A to this RFQ is a set of engineered plans prepared by Brown & Caldwell showing the public sewer main currently being installed in North Windham. The proposed service connections desired to be installed under this contract to properties along this sewer main are outlined in red clouding on the attached plan sheets.

This work will be completed at least in part using funds granted to the Town under the American Rescue Plan Act. Each Prime contractor or subcontractor selected for this work will need to state as an initial part of contract, compliance with PART 200 - Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards. Exhibit B to this RFP contains documents that will need to be completed by the successful bidder(s).

All interested parties are required to attend a pre-bid meeting for the project in person on Thursday April 17th at 8:30AM at Windham Public Works. All questions are due Thursday, April 24, 2025, by 4:00 PM. To be considered, the successful contractor must submit one (1) paper original and one (1) digital (PDF) copy of the complete proposal submission. All submissions must be received at the Town Manager's Office by 2:00 p.m. on Thursday, May 8, 2025. No late submissions will be considered.

## PROJECT SUMMARY:

Initial concepts for each of the service connections based on available information are shown in the attached engineered drawings of the sewer collection system (Exhibit A). The properties that will initially be connected are listed in Exhibit C. The plans show some connections to properties not on the list; the design for these is still being worked out so they are omitted for now.

The project connections will include a few different methodologies including:

- Gravity sewer service laterals, installed from the existing property's sewer drain to the existing recently installed sewer main stub.
- Low Pressure Sewer (LPS) Connections for which the Contractor shall coordinate with the Town and the low-pressure sewer supplier to design and install the proper system.
- In some cases, the sewer service will need to be partially installed from the public sewer main stub to near the property drain connection and then revisited to make the final connection when the plant is ready to receive flow. A diverter valve may be desirable in some cases to direct the flow from the business to the existing septic system until the new WWTP is ready to accept flow at which time the valve is turned to direct the flow there.



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**Town Responsibilities**

- The Town will work with the contractor to facilitate communications with the property owners and prepare access agreements with the property owners to allow for the sewer connection work to be completed by the contractor. An example agreement is attached as Exhibit D.
- The Town and PWD shall be responsible for ordering and supplying the LPS grinder stations, such those made by E/One or equivalent
- The Town shall provide an initial concept for each service connection using available information such as HHE-200 applications for subsurface disposal systems along with site plans where the property has gone through the Town's site plan permitting process.

**Contractor Responsibilities/Scope**

- The contractor shall be responsible for supplying all piping and appurtenances to connect the LPS system to the sewer service connection in accordance with the LPS manufacturer requirements as well as for the gravity connections.
- The Contractor shall be responsible for test pitting or initial site investigations that may be needed in certain locations to identify conflicts etc.
- Contractor shall install the LPS/grinder pump per the manufacturer's specifications including wiring it to the property's service panel.
- Contractor shall schedule and be available for grinder pump vendor's standard startup and testing procedures of LPS systems.
- The contractor will decommission the existing septic system per Maine Subsurface Wastewater Disposal Rules, Ch. 241 which require that the tank contents be pumped and disposed of properly, the top or entire septic tank be removed, and the remaining portion of the tank and/or excavation be immediately filled.
- Restore the properties to pre-existing conditions including cleanup and stabilization of impacted areas, e.g., paving those areas that were previously paved and loaming and seeding grass areas. Photo-documentation of the site conditions will be required to ensure appropriate restoration.
- Take part in project planning, meeting on a bi-weekly basis to discuss scoping individual services, coordinating with property owners, etc.
- Installation of sewer service must comply with the Town of Windham's Article V, Building Sewers and Connections, Maine State Plumbing Code, and PWD specifications. If a diverter valve is installed in advance of directing flow to the public sewer main, it must be permanently locked in place after flow to the system is activated.
- Closure of Existing subsurface wastewater disposal systems must comply with Windham Article IV, Private Wastewater Disposal Systems, and Maine DHHS Subsurface Wastewater Disposal Rules, Ch. 241.

**SUMMARY OF THE CONSTRUCTION PROJECT DELIVERY PROCESS:**

- Town shall provide an initial concept and schedule for the sewer connection.
- Town and contractor shall review the concept with the property owner or representative.
- Contractor shall submit a proposed work schedule for review.
- Town shall acquire an agreement with the property owner to allow work to occur on their property.



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- Contractor shall communicate with the property representative at the commencement of work and providing updates to the town and the property representative during the work.
- Contractor shall be responsible for providing as-built sketches of the work for the Town's records.
- Town will conduct a final inspection of the work.

**STATEMENT OF QUALIFICATIONS REQUIREMENTS:**

1. Provide a written discussion describing your company's capability and schedule availability to support the Town with the described services.
2. Provide a statement demonstrating your company's experience as it relates to the described services. Provide detailed project examples and include references which the Town may contact during the selection process.
3. Provide a description of your company's project team and project roles. Explain how your company will ensure availability to the Town for installing these services within the schedule as described.
4. Submit fee table in hard copy, labelled and sealed envelope to the Town by mail (postmarked by SOQ due date). Fee table shall provide hourly rates for the company's proposed team in the SOQ. The table may also include some standard fees for specific activities. Rates shall be charged per the agreed upon structure. **Fee table shall be provided in a separate sealed envelope and shall remain sealed until the contractor selections have been made.** (This is important from the perspective of federal funding audits when using the RFQ approach.

**RFQ SELECTION CRITERIA:**

The following criteria and scoring system will be used to select a qualified contractor:

- Demonstrated Project Capability (30%): An understanding of the scope of work, and the resources and ability implement.
- Similar Project Experience (30%): Provides examples of similar project experience with references.
- Project Availability (30%): Is available and committed with a well-structured project team to complete the work on the defined schedule.
- Innovative Approach(es) for Completing the Work (10%)

**AGREEMENT**

The successful respondent and the Town will enter into an Agreement per the Town's standard terms and conditions as provided in the attached sample Agreement. Proposers are encouraged to ask questions or request clarifications regarding the Agreement prior to submitting; PWD does not intend to negotiate the Agreement's standard terms and conditions after proposals are received. An example agreement is attached as exhibit E.



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**FEE TABLE**

<b>Cost Item</b>	<b>Units</b>	<b>Unit Cost</b>
Site	LS	
Preparation/Coordination		
Septic Tank Closure	LS	
Installation of Gravity Sewer Pipe to Sewer Main	\$/ft	
Installation of E-1 Grinder Pump	Each	
Installation of Low- Pressure Line to Gravity Sewer Main	\$/ft	
Site Restoration	LS	

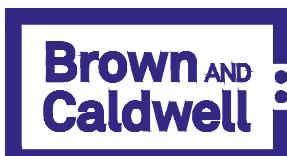
**PORTLAND WATER DISTRICT  
PORTLAND, MAINE  
CONTRACT DRAWINGS FOR THE  
NORTH WINDHAM WASTEWATER TREATMENT FACILITY  
LOCATED IN WINDHAM, MAINE  
COLLECTION SYSTEM DESIGN  
FEBRUARY 2025  
GMP 4**

## PWD PROJECT MANAGER

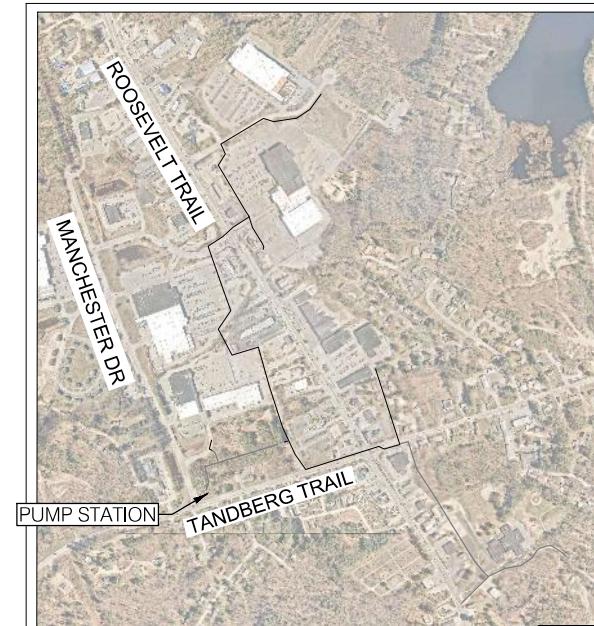
**GREG PELLERIN, PE**

## PWD DIRECTOR OF OPERATIONS

SCOTT FIRMIN, PE



## PROJECT LOCATION MAP



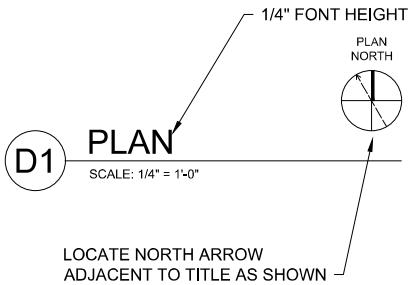
Portland Water District

225 DOUGLASS STREET P.O. 3553 PORTLAND, MAINE 04104-3553

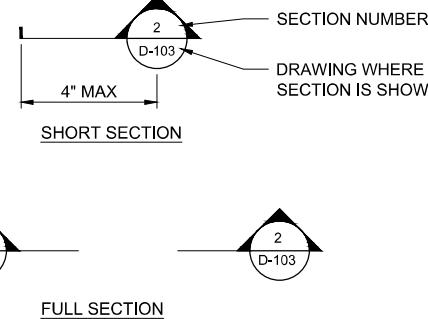
PWD N WINDHAM CMAR COLLECTION SYSTEM SHEET LIST			
SHEET NO.	DRAWING NO.	TITLE	PAGE NUMBER
<b>GENERAL</b>			
1	G-001	COVER SHEET, LOCATION MAP, AND SHEET INDEX	1 of 20
2	G-002	SYMBOLS, GENERAL NOTES, ABBREVIATIONS	2 of 20
3	G-003	OVERALL COLLECTION SYSTEM PLAN	3 of 20
4	G-004	ATTRIBUTE TABLES	4 of 20
<b>CIVIL</b>			
5	C-001	SANITARY SEWER PLAN & PROFILE 1	5 of 20
6	C-002	SANITARY SEWER PLAN & PROFILE 2	6 of 20
7	C-003	SANITARY SEWER PLAN & PROFILE 3	7 of 20
8	C-004	SANITARY SEWER PLAN & PROFILE 4	8 of 20
9	C-005	SANITARY SEWER PLAN & PROFILE 5	9 of 20
10	C-006	SANITARY SEWER PLAN & PROFILE 6	10 of 20
11	C-007	SANITARY SEWER PLAN & PROFILE 7	11 of 20
12	C-008	SANITARY SEWER PLAN & PROFILE 8	12 of 20
13	C-009	SANITARY SEWER PLAN & PROFILE 9	13 of 20
14	C-010	SANITARY SEWER PLAN & PROFILE 10	14 of 20
15	C-011	STORM SEWER PLAN & PROFILE - 1	15 of 20
16	C-012	STORM SEWER PLAN & PROFILE - 2	16 of 20
17	C-101	SANITARY CONSTRUCTION DETAILS 1	17 of 20
18	C-102	SANITARY CONSTRUCTION DETAILS 2	18 of 20
19	C-103	SANITARY CONSTRUCTION DETAILS 3	19 of 20
20	C-104	CONSTRUCTION DETAILS 1	20 of 20

## CROSS REFERENCING SYSTEM

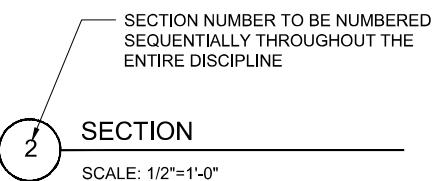
## 1. PLAN TITLES:



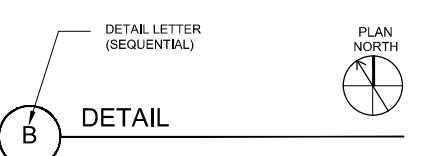
## 2. SECTION CUTS:



## 3. SECTIONS TITLES:



## 4. DETAIL TITLES:



## 5. DETAIL CALLOUT:

## A. BY CALLOUT

DETAIL LETTER TO BE NUMBERED SEQUENTIALLY THROUGHOUT THE ENTIRE DISCIPLINE  
THE AREA TO BE DETAILED IS CIRCLED WITH A LEADER TO THE DETAIL CALLOUT.

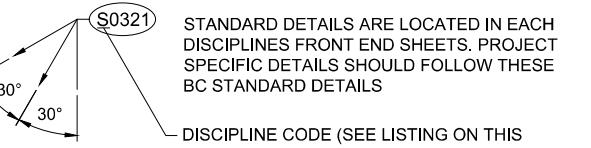
DRAWING WHERE DETAIL IS FOUND

B. BY NOTE: "SEE DETAIL B/D-105"

- B IS DETAIL REFERENCE LETTER
- D-105 IS DRAWING WHERE DETAIL IS SHOWN

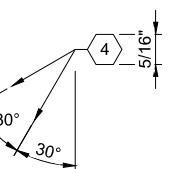
## CROSS REFERENCING SYSTEM (CONTINUED)

## 6. STANDARD DETAILS REFERENCE:

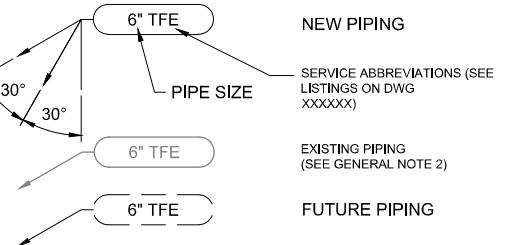


DISCIPLINE CODE (SEE LISTING ON THIS DRAWING) SEE \* BELOW

## 7. KEYNOTES:



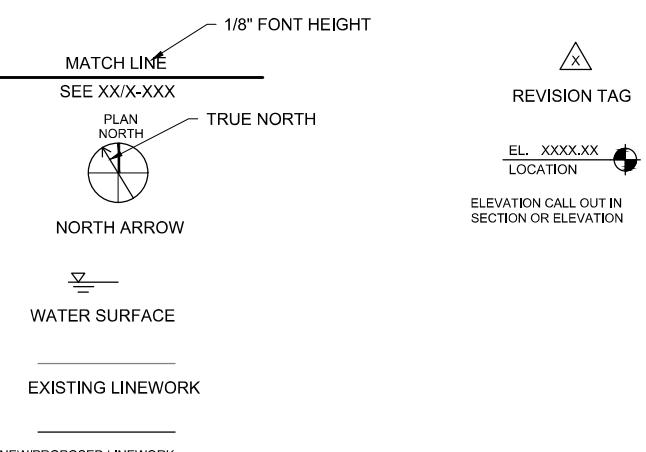
## PIPING IDENTIFICATION SYSTEM



NEW PIPING  
EXISTING PIPING  
FUTURE PIPING

SERVICE ABBREVIATIONS (SEE LISTINGS ON DWG XXXXXX)

## MISCELLANEOUS



## GENERAL NOTES

1. THE NOTE IN THE TITLEBLOCK OF THIS DRAWING WHICH READS "TWO INCHES AT FULL SCALE" APPEARS ON DRAWINGS FOR IDENTIFICATION OF SCALE DISTORTIONS ON HALF SIZE DRAWINGS AND DRAWING REPRODUCTIONS. IT SHALL MEAN THAT THE DRAWING IS FULL SIZE AND THE DRAWING SCALES ACCURATE WHEN THE LENGTH OF THIS LINE IS TWO INCHES. IF THE LENGTH IS OTHER THAN TWO INCHES, DRAWING SCALES MUST BE ADJUSTED ACCORDINGLY.
2. EXISTING PIPING IS DESIGNATED BY SERVICE RATHER THAN MATERIAL TYPE. MATERIAL TYPES, IF KNOWN, APPEAR OUTSIDE THE PIPING CALLOUT BUBBLE, AND MAY NOT BE THE SAME MATERIAL TYPES SPECIFIED FOR NEW PIPING.
3. ABBREVIATIONS USED IN THIS CONTRACT DOCUMENT CONFORM TO ANSI Y1.1, UNLESS NOTED OTHERWISE ON DRAWINGS, SEE SPEC. SECTION 01071 FOR ADDITIONAL ABBREVIATIONS.
4. ALL STANDARD DETAILS APPLY TO ALL THE CONTRACTORS WORK WHETHER SPECIFICALLY REFERENCED OR NOT.
5. SEE ADDITIONAL GENERAL NOTES THROUGHOUT DRAWING SET.
6. THE CONTRACTOR SHALL CONFORM TO MAINE DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS AND DETAILS, LATEST REVISION AS INDICATED ON THE PLANS OR OTHERWISE DIRECTED BY THE OWNER OR OWNER REPRESENTATIVE.

## PROPOSED GRAVITY SEWER AND FORCE MAIN NOTES

1. INSTALL IN ACCORDANCE WITH PWD SPECIFICATION SECTION V: WORK ASSOCIATED WITH SEWER CONSTRUCTION AND PROJECT SPECIFICATIONS.
2. THE ALIGNMENT SHOWN REPRESENTS THE CENTERLINE OF THE SEWER.  
2.1. THE PROFILE REPRESENT THE GRADE ABOVE THE SEWER CENTERLINE.
3. COORDINATES ON MANHOLES ARE REFERENCED TO THE CENTER OF THE STRUCTURE.
4. THE SERVICE CONNECTIONS SHALL INCLUDE INSTALLING THE MAIN FITTING(S) AND VERTICAL CHIMNEY OR INTERNAL MANHOLE DROP AND THE SERVICE UP TO THE PWD EASEMENT OR PUBLIC RIGHT OF WAY BOUNDARY. SERVICE PIPING OUTSIDE OF THE PUBLIC RIGHT OF WAY OR PWD EASEMENT IS NOT INCLUDED IN THIS CONTRACT.
- 4.1. THE EXISTING PRIVATE WW DISPOSAL SYSTEMS ARE SKETCHED PRIOR EXISTING MAPPING PROVIDED BY THE TOWN.
- 4.2. CONTRACTOR TO COORDINATE THE EXACT SANITARY SERVICE LOCATION WITH THE PROPERTY OWNER PRIOR TO INSTALLATION OF THE SERVICE CONNECTION TO THE MAIN, VERTICAL RISER, AND SERVICE CONNECTION TO THE RIGHT OF WAY OR PWD EASEMENT.
- 4.3. VERTICAL CHIMNEY QUANTITY PROVIDED IS MEASURED FROM INVERT OF MAIN TO INVERT OF SERVICE. SEE PWD STANDARD DETAIL "CHIMNEY DETAIL". CHIMNEY CALCULATED WITH A SERVICE COVER ELEVATION OF 4.5' AT THE FACILITY CONNECTION AND 2.08% SLOPE TO MAIN.
5. CONTRACTOR TO CONFIRM LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. EXISTING UTILITIES ARE SHOWN PER BEST INFORMATION AVAILABLE AND IN NO WAY RELIEVE THE CONTRACTOR FROM THIS CONFIRMATION.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING ITEMS, UTILITIES AND/OR STRUCTURES FROM DAMAGE DURING CONSTRUCTION. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY AND COST FOR ANY UTILITY DAMAGE CAUSED DURING CONSTRUCTION. COORDINATE ALL EXISTING UTILITY SUPPORT/RECONSTRUCTION WITH THE UTILITY OWNER.
7. THE CONTRACTOR SHALL MAINTAIN PROPERTY ACCESS AT ALL TIMES, UNLESS PREVIOUSLY APPROVED BY THE OWNER.
8. THE CONTRACTOR SHALL COVER OPEN EXCAVATIONS AND TRENCHES OR OTHERWISE SECURE WORK AREAS DURING NON-WORK HOURS. COVERS SHALL BE SUFFICIENTLY CONSTRUCTED AND PROPERLY SECURED TO PREVENT ENTRY WHEN NOT IN USE.
9. THE CONTRACTOR SHALL HAVE THE COMPLETE AND SOLE RESPONSIBILITY FOR THE JOB SITE INCLUDING THE SAFETY OF THE GENERAL PUBLIC, CONSTRUCTION EMPLOYEES, PROPERTY, AND VEHICULAR TRAFFIC.

## EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING, MAINTAINING AND REMOVING EROSION CONTROL DEVICES AS REQUIRED PRIOR TO CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF ANY DEBRIS, MUD OR DIRT TRACKED OR SPILLED ON TOWN AND/OR PUBLIC STREETS OR PRIVATE DRIVES. PWD/TOWN MAY REQUIRE THE CONTRACTOR TO PERFORM WEEKLY STREET CLEANING IF EXCESSIVE AMOUNTS OF DIRT AND MUD ARE LEFT ALONG THE STREET. THIS MAY INCLUDE REMOVAL BY SWEEPING, POWER CLEANING, OR MANUAL METHODS.

## REMOVAL AND RESTORATION NOTES

1. ALL DEBRIS, RUBBLE, UNUSABLE MATERIALS, AND ITEMS NOT SALVAGED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR AND DISPOSED OF PROPERLY.
2. WHERE EXISTING PAVEMENT IS TO BE REMOVED, IT SHALL BE SAWCUT (FULL DEPTH) PRIOR TO REMOVAL.
3. THE CONTRACTOR SHALL PROVIDE EXCAVATION SUPPORT SYSTEMS TO PROTECT EXISTING FACILITIES AND UTILITIES.
4. THE CONTRACTOR SHALL RESTORE ALL EXISTING FEATURES DISTURBED DURING THE COURSE OF CONSTRUCTION TO CONDITIONS EXISTING PRIOR TO START OF WORK UNLESS OTHERWISE AGREED TO BY THE OWNER.

## TRAFFIC CONTROL NOTES

1. THE CONTRACTOR SHALL NOTIFY THE PROPERTY OWNER AND ADJOINING PROPERTY OWNERS PRIOR TO START OF CONSTRUCTION, UNDER THE DIRECTION OF THE TOWN OF WINDHAM.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING TRAFFIC CONTROL PLANS IN ACCORDANCE WITH THE OWNER AND TOWN REQUIREMENTS AND SHALL BE SUBMITTED FOR APPROVAL BY THE OWNER/TOWN PRIOR TO CONTROLLING TRAFFIC.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, INSTALLING, MAINTAINING AND REMOVING TRAFFIC CONTROL DEVICES AS REQUIRED.
4. THESE PROVISIONS SHALL NOT IN ANY WAY RELIEVE THE CONTRACTOR OF ANY OF THEIR LEGAL RESPONSIBILITIES OR LIABILITIES FOR THE SAFETY OF THE PUBLIC.

**Brown AND Caldwell**

200 Brickstone Square, Suite 403  
Andover, MA 01810



Portland Water District  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

**NORTH WINDHAM  
WWTF  
COLLECTION  
SYSTEM**

## REVISIONS

REV	DATE	DESCRIPTION

LINE IS 2 INCHES  
AT FULL SIZE

DESIGNED: M. VILLAFUERTE

DRAWN: J. SHERIDAN

CHECKED: T. SEEHAWER

CHECKED: S. LOCKHART

APPROVED: S. SIMPSON

FILENAME

159263-G-002.DWG

BC PROJECT NUMBER

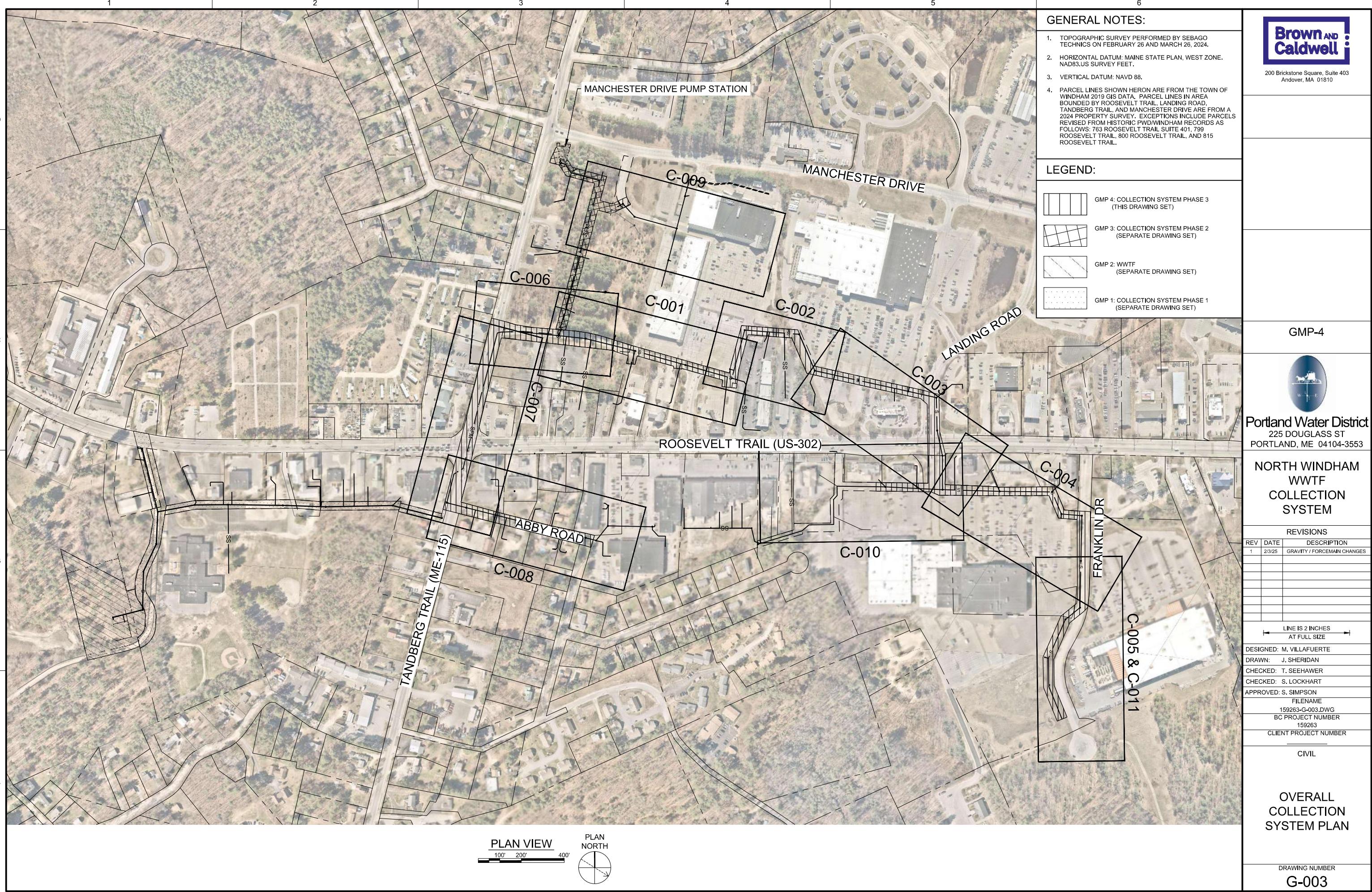
159263

CLIENT PROJECT NUMBER

CIVIL

**SYMBOLS,  
GENERAL NOTES,  
ABBREVIATIONS**

DRAWING NUMBER  
G-002



D

D

D  
PIPE NUMBER SHEET MATERIAL SIZE LENGTH (LF) DOWNSTREAM STRUCTURE UPSTREAM STRUCTURE

GRAVITY SANITARY PIPE TABLE						
PIPE NUMBER	SHEET	MATERIAL	SIZE	LENGTH (LF)	DOWNSTREAM STRUCTURE	UPSTREAM STRUCTURE
P7A	C-001	PVC	12	36	MH-105	MH-106
P8	C-001	PVC	12	123	MH-106	MH-107
P9	C-001	PVC	12	237	MH-107	MH-108
P10	C-001	PVC	12	243	MH-108	MH-109
P11	C-001	PVC	12	224	MH-109	MH-110
P12	C-002	PVC	12	231	MH-110	MH-111
P13	C-002	PVC	12	254	MH-111	MH-112
P14	C-002	PVC	12	184	MH-112	MH-113
P15	C-002	PVC	12	207	MH-113	MH-114
P16	C-003	PVC	12	238	MH-114	MH-115
P17	C-003	PVC	12	134	MH-115	MH-116
P18	C-003	PVC	12	153	MH-116	MH-117
P19	C-003	PVC	12	119	MH-117	MH-118
P20	C-003	PVC	12	158	MH-118	MH-119
P21	C-004	PVC	12	266	MH-119	MH-120
P22	C-004	PVC	12	244	MH-120	MH-121
P23	C-004	PVC	12	111	MH-121	MH-122
P24	C-004	PVC	12	96	MH-122	MH-123
P25	C-004	PVC	12	210	MH-123	MH-124
P26	C-005	PVC	12	218	MH-124	MH-125
P27	C-005	PVC	8	113	MH-125	MH-126
P28	C-005	PVC	8	166	MH-126	MH-127
P29	C-005	PVC	8	132	MH-127	MH-128
P30	C-005	PVC	8	163	MH-128	MH-129
P32	C-006	PVC	8	168	MH-106	MH-134
P204	C-007	PVC	15	168	MH-138	MH-12
P200	C-008	PVC	15	93	MH-12	MH-13
P201	C-008	PVC	12	280	MH-13	MH-14
P202	C-008	PVC	12	293	MH-14	MH-15
P37A	C-009	PVC	8	26	MH-131	MH-132
P40	C-009	PVC	8	58	MH-108	MH-141
P38	C-009	PVC	8	10	MH-132	N/A
P39	C-010	PVC	8	115	MH-119	MH-139

SANITARY STRUCTURE TABLE						
STRUCTURE NUMBER	SHEET	STRUCTURE DIAMETER (IN)	FRAME / COVER SIZE	CONE TYPE	HEIGHT (FT)	SPECIAL FEATURES
MH-108	C-001	48	24	ECCENTRIC	9.79	
MH-107	C-001	48	24	ECCENTRIC	11.14	
MH-108	C-001	48	24	ECCENTRIC	8.92	
MH-109	C-001	48	24	ECCENTRIC	12.08	
MH-110	C-001	48	24	ECCENTRIC	11.65	
MH-111	C-002	48	24	ECCENTRIC	9.05	
MH-112	C-002	48	24	ECCENTRIC	10.82	
MH-113	C-002	48	24	ECCENTRIC	10.17	
MH-114	C-002	48	24	ECCENTRIC	10.05	
MH-115	C-003	48	24	ECCENTRIC	9.25	
MH-116	C-003	48	24	ECCENTRIC	9.67	
MH-117	C-003	48	24	ECCENTRIC	10.09	
MH-118	C-003	48	24	ECCENTRIC	10.68	
MH-119	C-003	48	24	ECCENTRIC	6.28	
MH-120	C-004	48	24	ECCENTRIC	6.6	
MH-121	C-004	48	24	ECCENTRIC	9.68	
MH-122	C-004	48	24	ECCENTRIC	8.86	
MH-123	C-004	48	24	ECCENTRIC	6.8	
MH-124	C-004	48	24	ECCENTRIC	9.99	
MH-125	C-005	48	24	ECCENTRIC	7.83	
MH-126	C-005	48	24	ECCENTRIC	6.4	
MH-127	C-005	48	24	ECCENTRIC	6.57	
MH-128	C-005	48	24	ECCENTRIC	7.11	
MH-129	C-005	48	24	ECCENTRIC	6.46	
MH-134	C-006	48	24	ECCENTRIC	7.73	
MH-138	C-007	48	24	ECCENTRIC	6.31	
MH-12	C-007	48	24	ECCENTRIC	14.03	EXTERNAL MANHOLE DROP
MH-13	C-008	48	24	ECCENTRIC	11.16	
MH-14	C-008	48	24	ECCENTRIC	9.38	
MH-15	C-008	48	24	ECCENTRIC	10.21	
MH-132	C-009	48	24	ECCENTRIC	8.72	
MH-141	C-009	48	24	ECCENTRIC	10.81	
MH-119	C-010	48	24	ECCENTRIC	6.28	
MH-139	C-010	48	24	ECCENTRIC	5.69	

**Portland Water District**  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

**NORTH WINDHAM  
WWTF  
COLLECTION  
SYSTEM**

**REVISIONS**

REV DATE DESCRIPTION

1 2/3/25 GRAVITY FORCEMAN CHANGES

LINE IS 2 INCHES  
AT FULL SIZE

DESIGNED: M. VILLAFUERTE

DRAWN: J. SHERIDAN

CHECKED: T. SEEHAWER

CHECKED: S. LOCKHART

APPROVED: S. SIMPSON

FILENAME

159263-G-004.DWG

BC PROJECT NUMBER

159263

CLIENT PROJECT NUMBER

\_\_\_\_\_

CIVIL

**ATTRIBUTE  
TABLES**

DRAWING NUMBER

G-004

SANITARY PRESSURE PIPE TABLE						
PIPE NUMBER	SHEET	MATERIAL	SIZE (IN)	LENGTH (LF)	DOWNSTREAM STRUCTURE	UPSTREAM STRUCTURE
P109	C-008	PVC	6	168	MH-106	MH-134
P110	C-006	PVC	6	116	MH-134	P111
P111	C-006	PVC	6	6	P110	P112
P112	C-006	PVC	6	58	P111	P113
P113	C-007	PVC	6	67	P112	P114
P114	C-007	PVC	6	11	P113	P115
P115	C-007	PVC	6	86	P114	P116
P116	C-007	PVC	6	41	P115	P117
P117	C-007	PVC	6	30	P116	P118
P118	C-007	PVC	6	170	P117	P119
P119	C-007	PVC	6	57	P118	P120
P120	C-007	PVC	6	117	P119	P121
P121	C-007	PVC	6	32	P120	MH-138
LPSS 9	C-010	HDPE	2	158	MH-139	C0-141

SANITARY PRESSURE NETWORK STRUCTURE TABLE						
STRUCTURE NUMBER	SHEET	STRUCTURE DIAMETER (IN)	FRAME / COVER SIZE</th			

#### GENERAL NOTES:

1. SEE DRAWING G-002 FOR NOTES.
2. THE WINDHAM VILLAGE APARTMENT SITE IS UNDEVELOPED AS SHOWN IN THE AERIAL IMAGE. PRELIMINARY DESIGN FOR THE APARTMENTS SHOWN FOR REFERENCE.
3. RESTORATION OF SIDEWALK RAMPS TO ADA STANDARDS, AND COSTS ASSOCIATED TO THAT RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.



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Andover, MA 01810

## KEY NOTES:

1. CONTRACTOR TO VERIFY SERVICE LOCATION WITH PWD, THE TOWN, AND THE OWNER PRIOR TO CONSTRUCTION AS PROPERTY DOES NOT ABUT PWD'S EASEMENT
2. TERMINATE THE SERVICE AT THE EASEMENT LINE PER "SEWER CLEANOUT DETAIL". (SHEET C-103)
3. SEWER MAIN WILL CROSS EXISTING PRIVATE 8" WATER SERVICE TO 770 ROOSEVELT IN THIS AREA. EXACT LOCATION UNKNOWN. CONTRACTOR TO VERIFY LOCATION.



Portland Water District  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

**NORTH WINDHAM  
WWTF  
COLLECTION  
SYSTEM**

---

REVISIONS

EV	DATE	DESCRIPTION
1	2/3/25	GRAVITY FORCE MAIN CHANGES

LINE IS 2 INCHES  
AT FULL SIZE

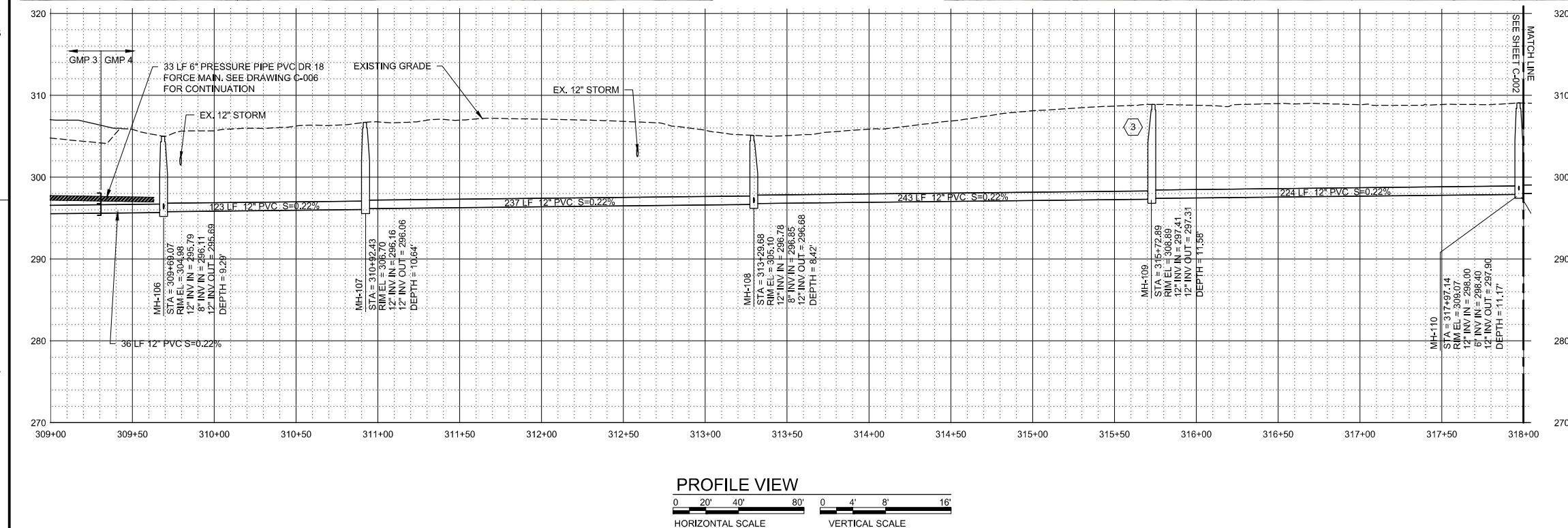
DESIGNED: M. VILLAFUERTE  
DRAWN: J. SHERIDAN  
CHECKED: T. SEEHAWER  
RECHECKED: S. LOCKHART  
APPROVED: S. SIMPSON

FILENAME  
159263-C-001.DWG  
BC PROJECT NUMBER  
159263

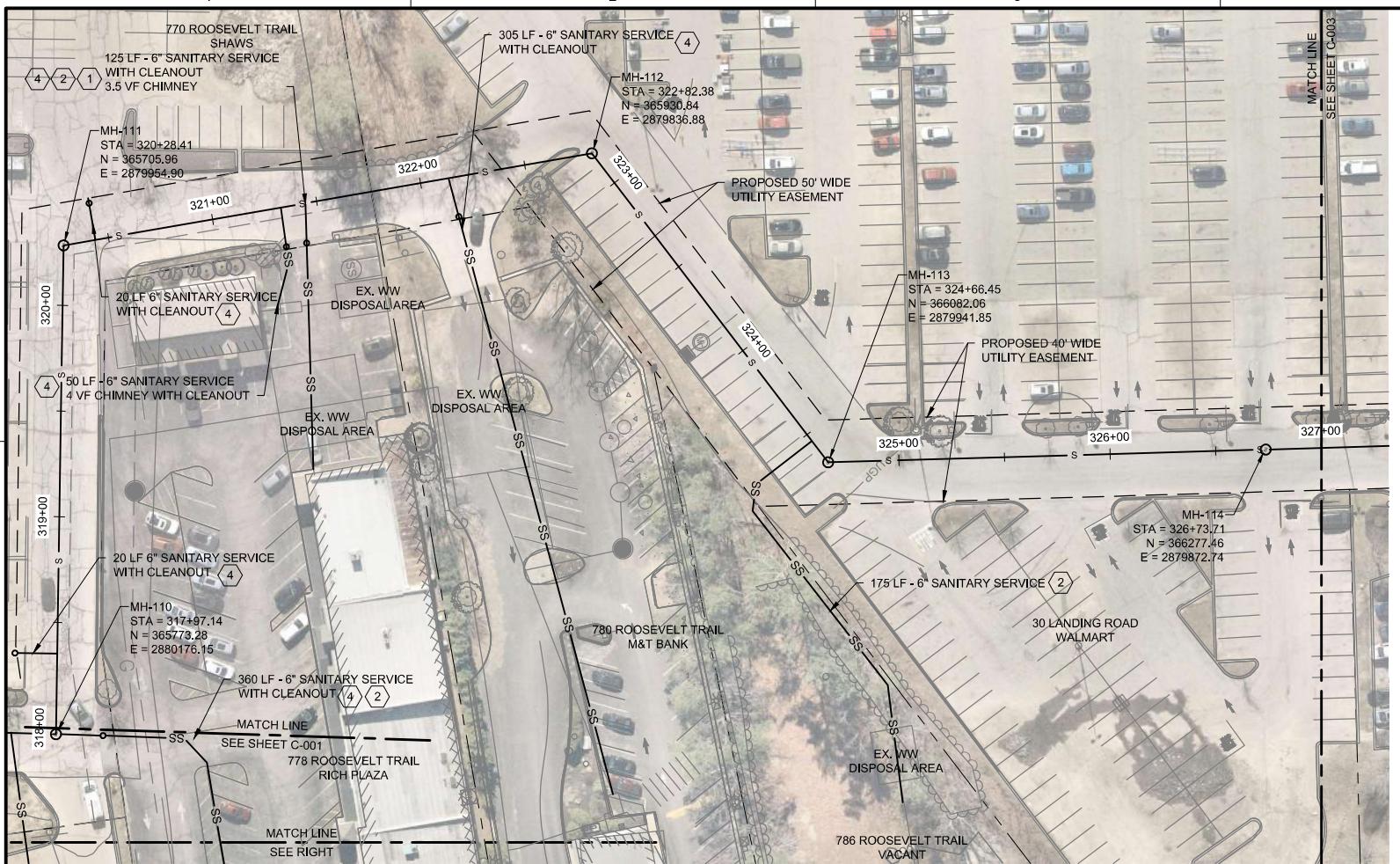
CLIENT PROJECT NUMBER

## PROJECT 1

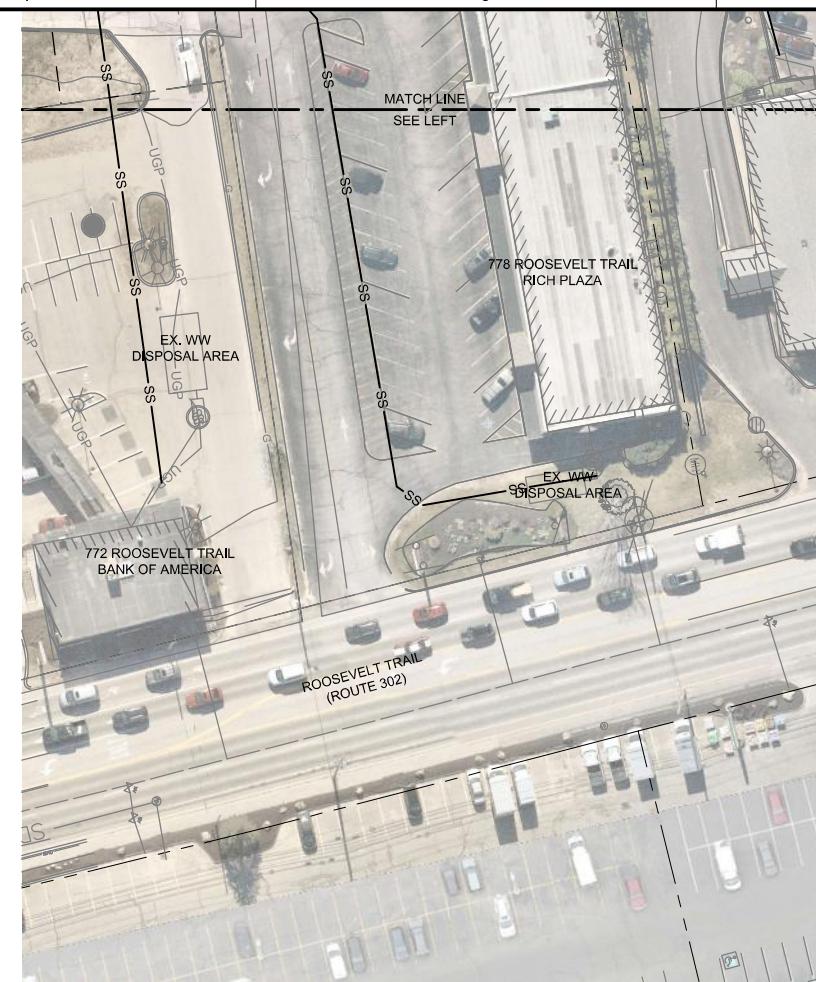
## SANITARY SEWER PLAN & PROFILE -



DRAWING NUMBER  
**C-001**



PLAN VIEW  
0 20' 40' 80'  
SCALE  
PLAN NORTH

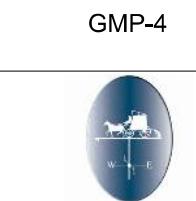


PLAN VIEW  
0 20' 40' 80'  
SCALE  
PLAN NORTH

**GENERAL NOTES:**

- SEE DRAWING G-002 FOR NOTES.
- RESTORATION OF SIDEWALK RAMPS TO ADA STANDARDS, AND COSTS ASSOCIATED TO THAT RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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Andover, MA 01810



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PORTLAND, ME 04104-3553

## NORTH WINDHAM WWTF COLLECTION SYSTEM

### REVISIONS

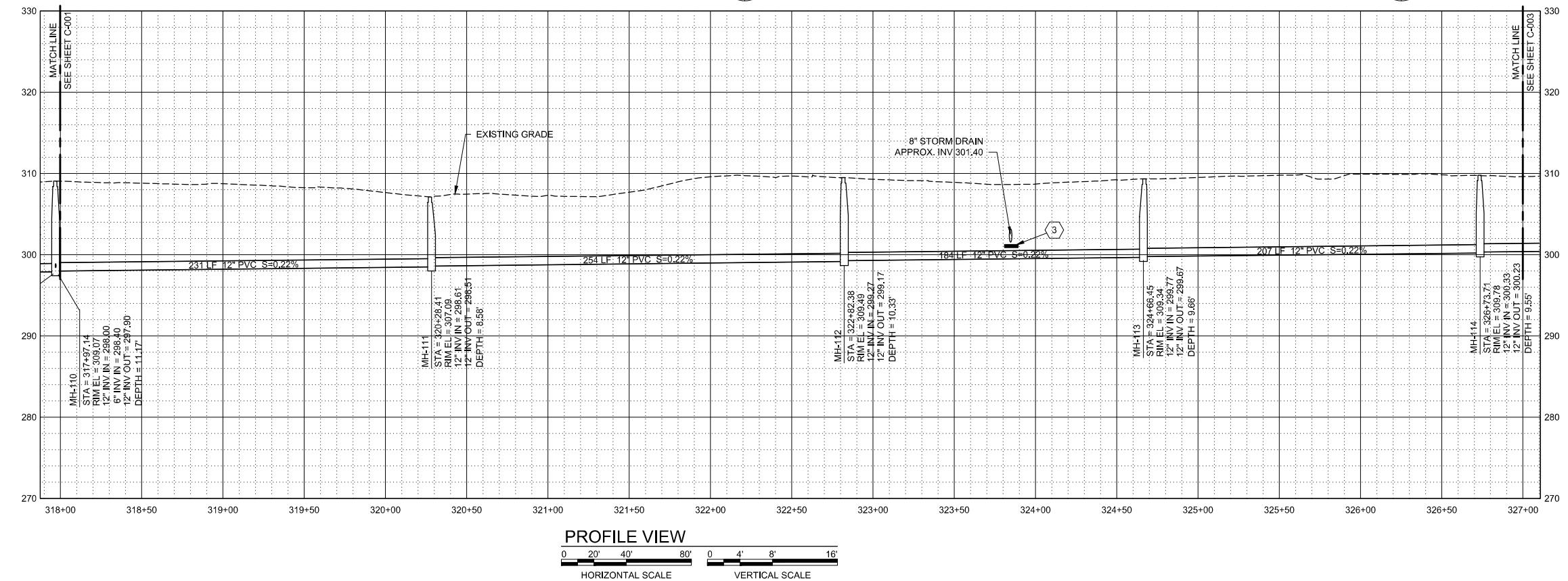
REV	DATE	DESCRIPTION
1	2/3/25	GRAVITY / FORCEMAN CHANGES

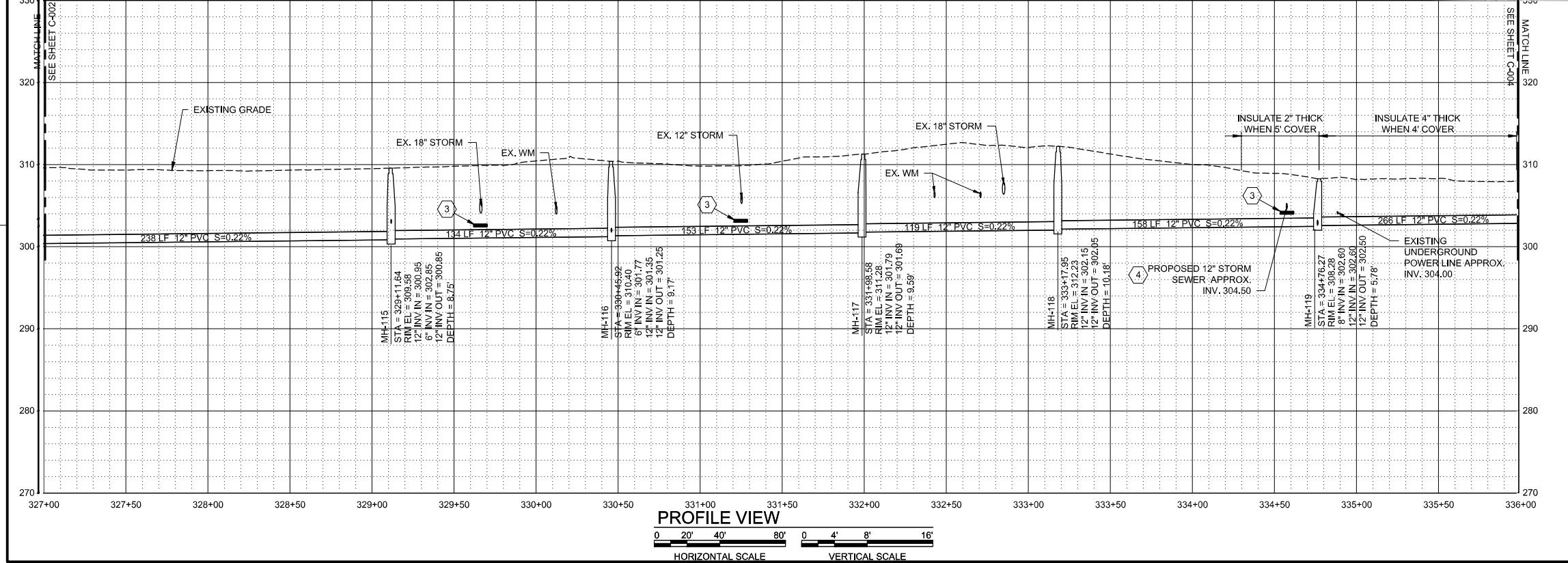
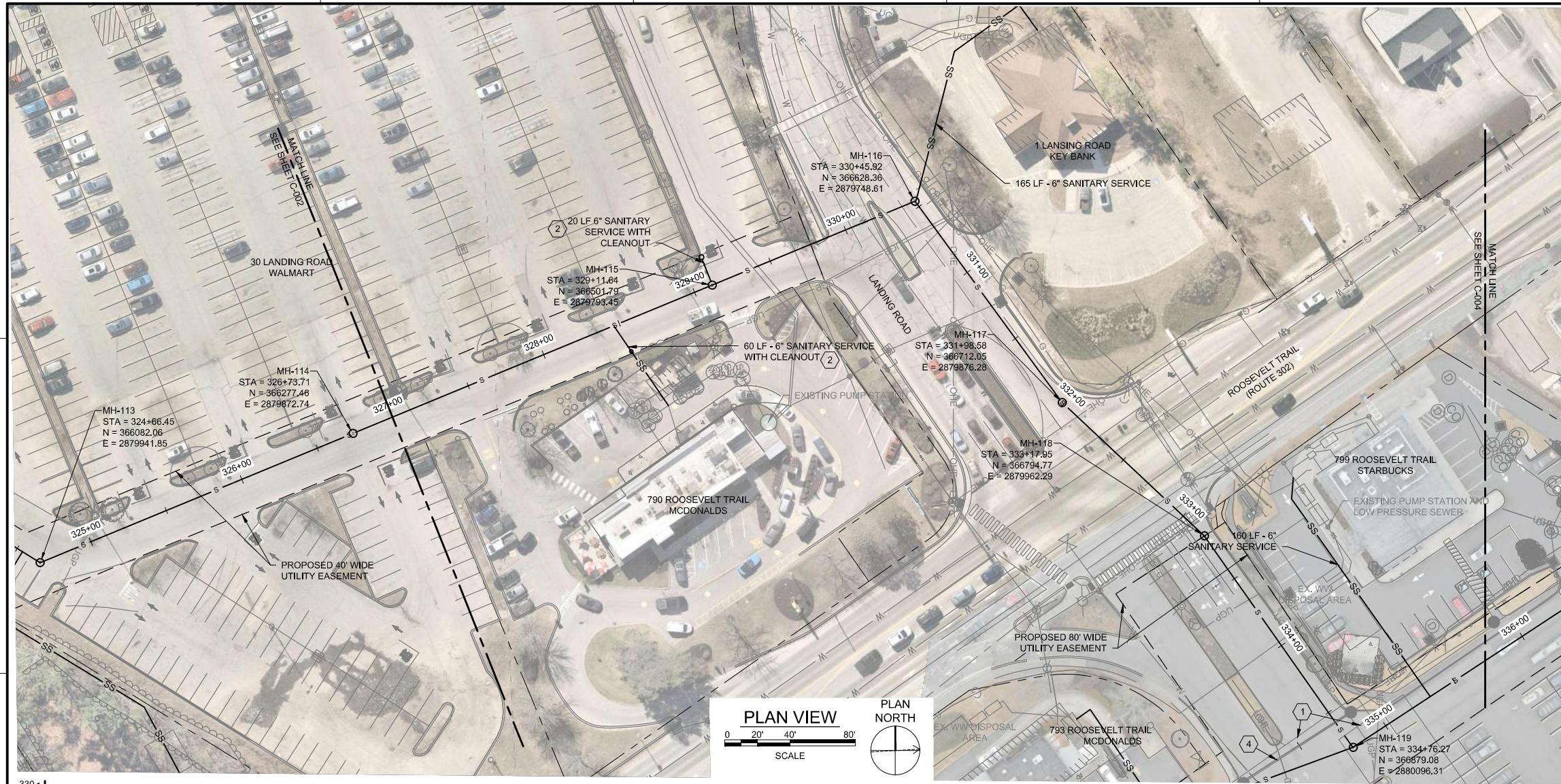
LINE IS 2 INCHES  
AT FULL SIZE  
DESIGNED: M. VILLAFUERTE  
DRAWN: J. SHERIDAN  
CHECKED: T. SEEHAWER  
CHECKED: S. LOCKHART  
APPROVED: S. SIMPSON  
FILENAME: 159263-C-002.DWG  
BC PROJECT NUMBER: 159263  
CLIENT PROJECT NUMBER:

### CIVIL

### SANITARY SEWER PLAN & PROFILE - 2

DRAWING NUMBER  
C-002





## GENERAL NOTES:

- SEE DRAWING G-002 FOR NOTES.
- RESTORATION OF SIDEWALK RAMPS TO ADA STANDARDS, AND COSTS ASSOCIATED TO THAT RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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Andover, MA 01810

## KEY NOTES:

- ABANDONED WASTEWATER DISPOSAL SYSTEM INCLUDING FORCEMAN AND LEACH FIELDS ARE ABANDONED IN PLACE PER TOWN RECORDS.
- TERMINATE THE SERVICE AT THE EASEMENT LINE PER "SEWER CLEANOUT DETAIL". (SHEET C-103)
- INSTALL INSULATION, MINIMUM 8' LENGTH PER PWD STANDARD DETAIL "INSULATION DETAIL "A"" (SHEET C-101)
- EXISTING STORM SEWER RELOCATED. SEE DRAWING C-011

GMP-4



Portland Water District  
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PORTLAND, ME 04104-3553

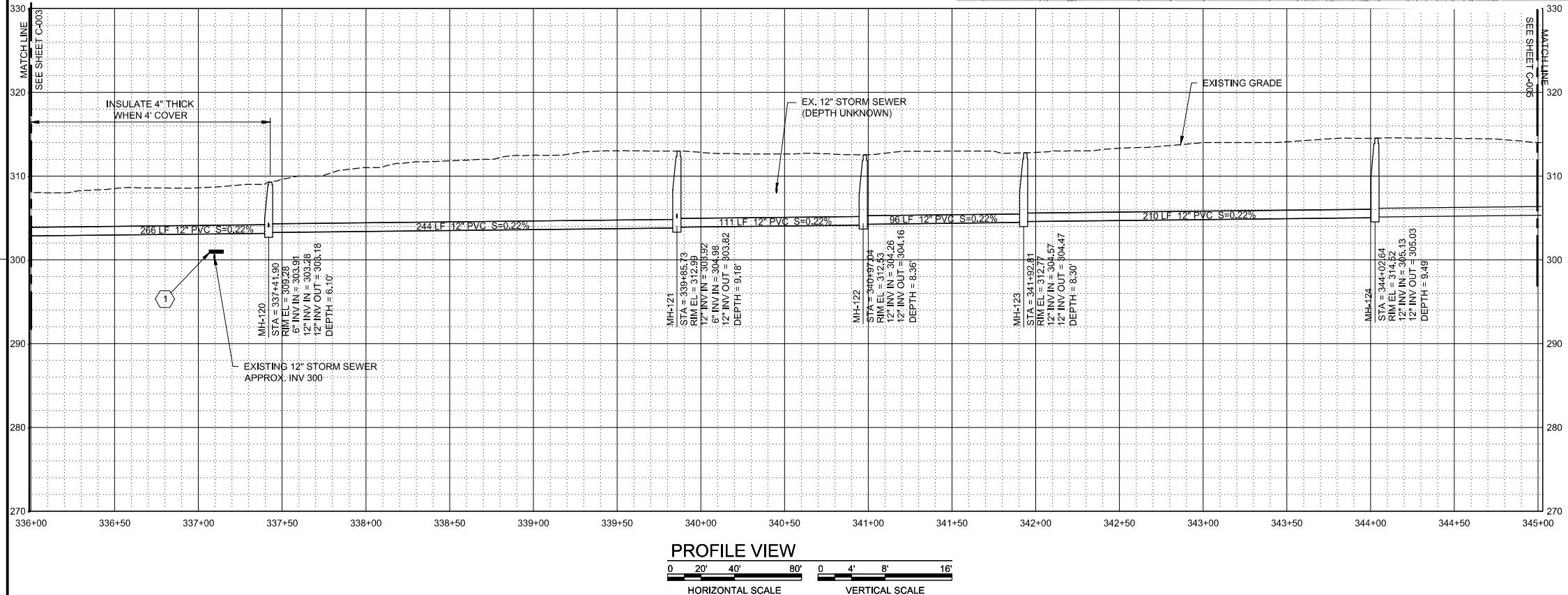
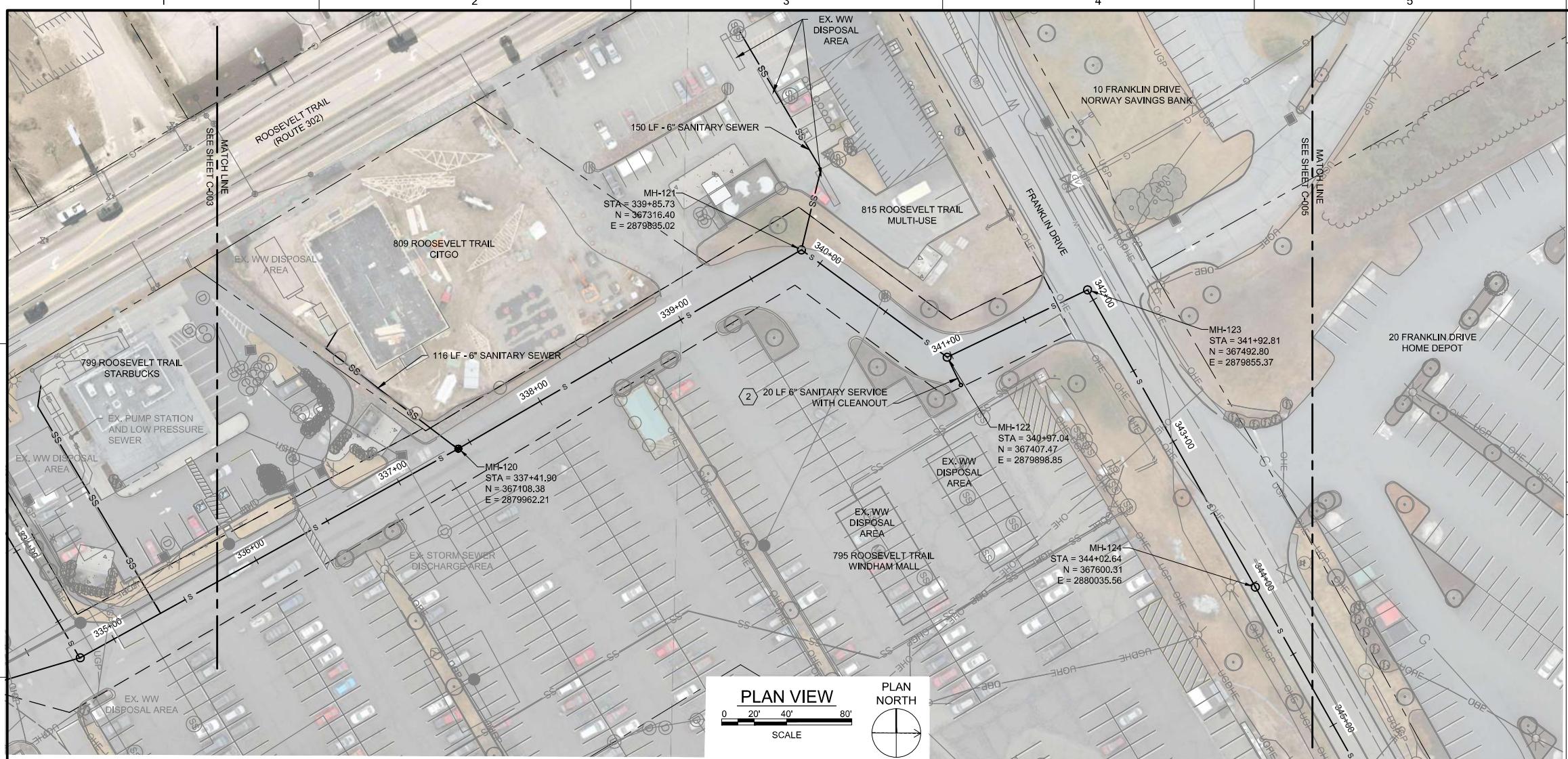
NORTH WINDHAM  
WWTF  
COLLECTION  
SYSTEM

REVISIONS		
REV	DATE	DESCRIPTION
1	2/3/25	GRAVITY / FORCEMAN CHANGES
LINE IS 2 INCHES AT FULL SIZE		
DESIGNED: M. VILLAFUERTE DRAWN: J. SHERIDAN CHECKED: T. SEEHAWER CHECKED: S. LOCKHART APPROVED: S. SIMPSON FILENAME: 159263-C-003.DWG BC PROJECT NUMBER: 159263 CLIENT PROJECT NUMBER: _____		

CIVIL

SANITARY SEWER  
PLAN & PROFILE - 3

DRAWING NUMBER  
C-003



## GENERAL NOTES:

- SEE DRAWING G-002 FOR NOTES.
- RESTORATION OF SIDEWALK RAMPS TO ADA STANDARDS, AND COSTS ASSOCIATED TO THAT RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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Andover, MA 01810



Portland Water District  
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PORTLAND, ME 04104-3553

## NORTH WINDHAM WWTF COLLECTION SYSTEM

### REVISIONS

REV	DATE	DESCRIPTION
1	2/3/25	GRAVITY / FORCEMAN CHANGES

LINE IS 2 INCHES  
AT FULL SIZE

DESIGNED: M. VILLAFUERTE

DRAWN: J. SHERIDAN

CHECKED: T. SEEHAWER

CHECKED: S. LOCKHART

APPROVED: S. SIMPSON

FILENAME

159263-C-004.DWG

BC PROJECT NUMBER

159263

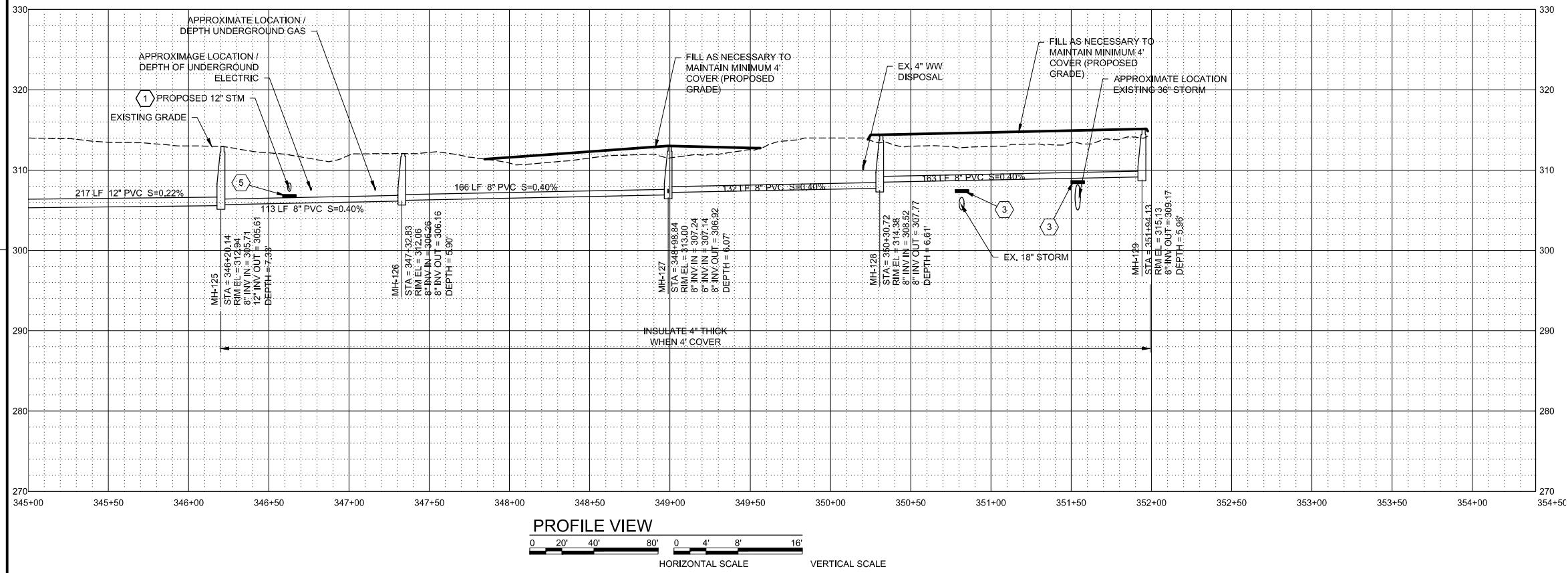
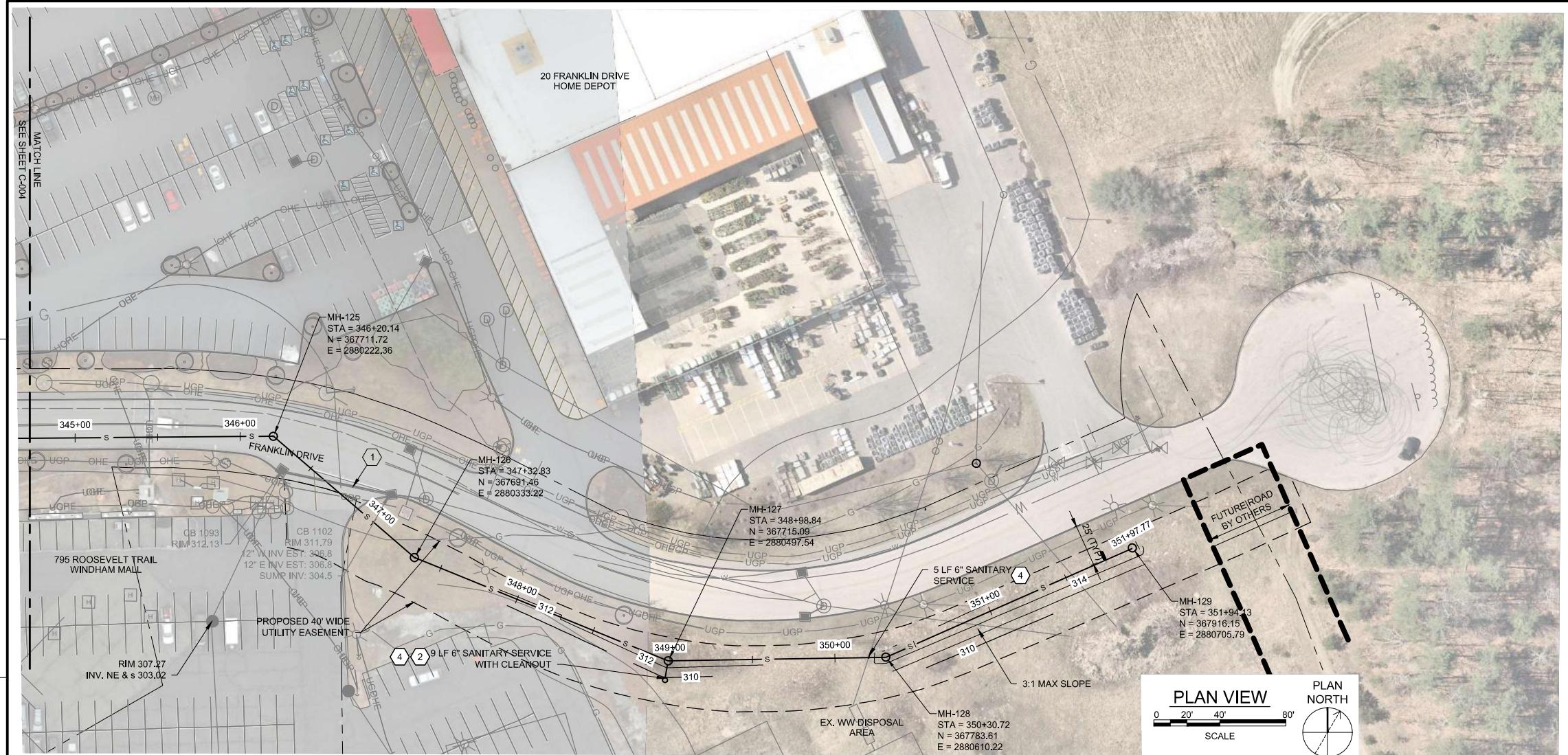
CLIENT PROJECT NUMBER

### CIVIL

## SANITARY SEWER PLAN & PROFILE - 4

DRAWING NUMBER

C-004



## GENERAL NOTES:

- SEE DRAWING G-002 FOR NOTES.
- RESTORATION OF SIDEWALK RAMPS TO ADA STANDARDS, AND COSTS ASSOCIATED TO THAT RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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NORTH WINDHAM  
WWTF  
COLLECTION  
SYSTEM

## REVISIONS

REV	DATE	DESCRIPTION
1	2/3/25	GRAVITY / FORCEMAN CHANGES

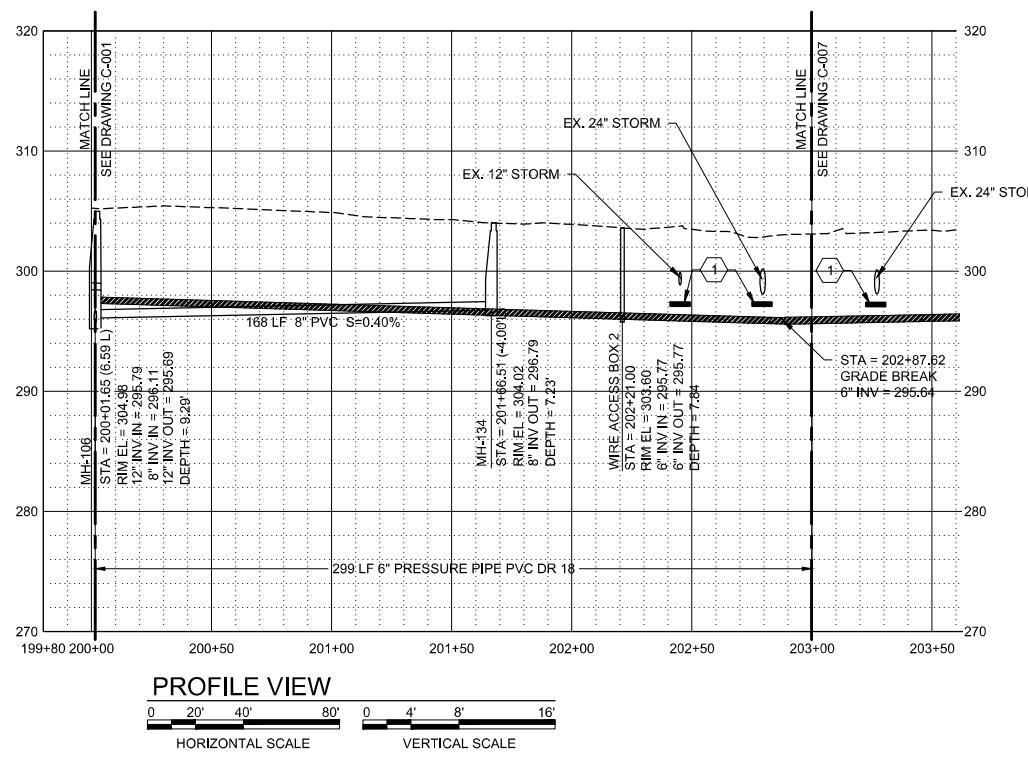
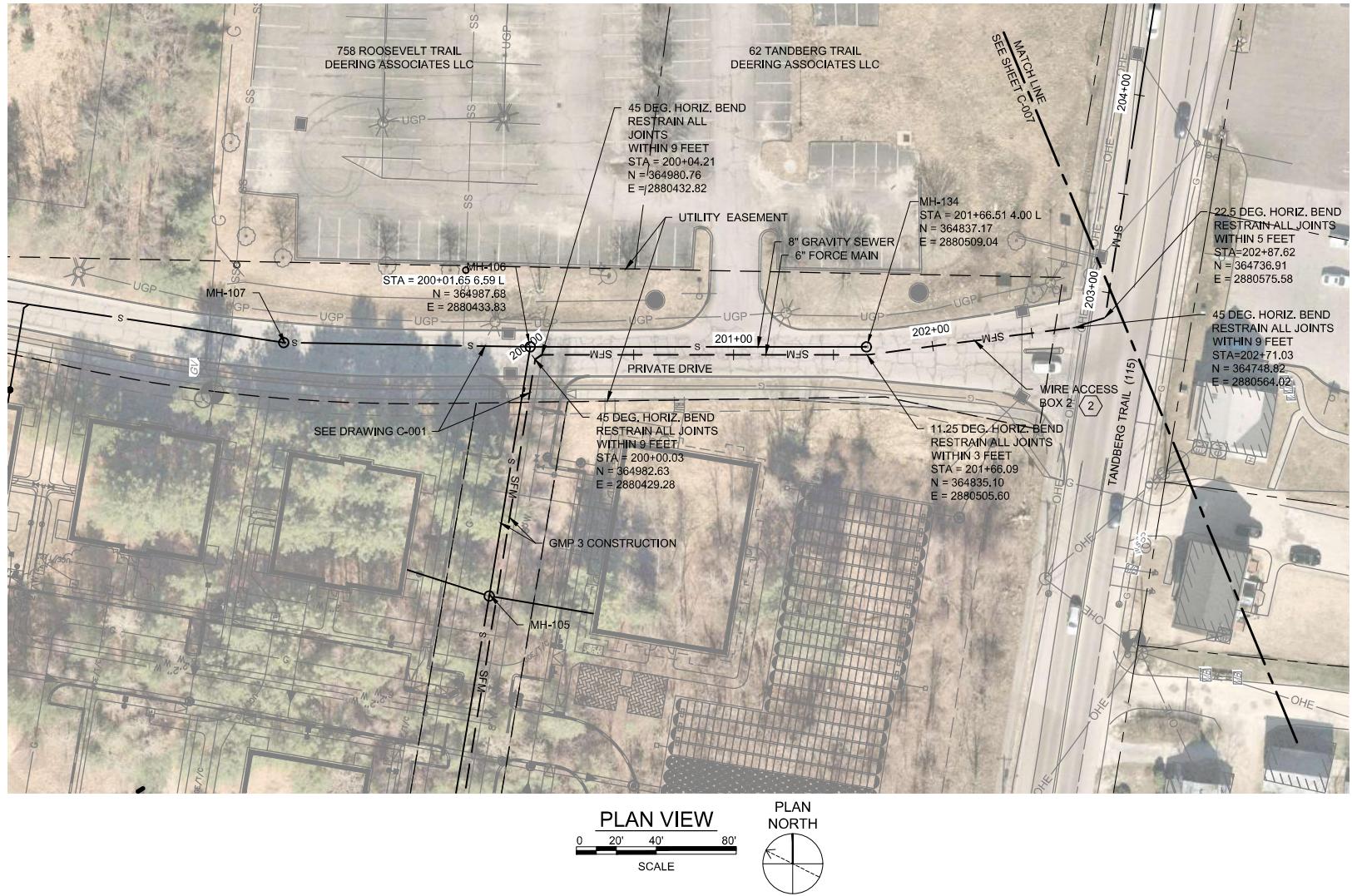
LINE IS 2 INCHES AT FULL SIZE

DESIGNED: M. VILLAFUERTE  
DRAWN: J. SHERIDAN  
CHECKED: T. SEEHAWER  
CHECKED: S. LOCKHART  
APPROVED: S. SIMPSON  
FILENAME: 159263-C-005.DWG  
BC PROJECT NUMBER: 159263  
CLIENT PROJECT NUMBER: 159263

## CIVIL

SANITARY SEWER  
PLAN & PROFILE - 5

DRAWING NUMBER  
C-005



## GENERAL NOTES:

- SEE DRAWING G-002 FOR NOTES
- THE WINDHAM VILLAGE APARTMENT SITE IS UNDEVELOPED AS SHOWN IN THE AERIAL IMAGE. PRELIMINARY DESIGN FOR THE APARTMENTS SHOWN FOR REFERENCE.
- RESTRAIN FORCE MAIN JOINTS ON EACH SIDE OF THE FITTING AS NOTED IN THE FITTING LABEL.
- RESTORATION OF SIDEWALK RAMPS TO ADA STANDARDS, AND COSTS ASSOCIATED TO THAT RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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Andover, MA 01810

## KEY NOTES:

- INSTALL INSULATION, MINIMUM 8' LENGTH PER PWD STANDARD DETAIL "INSULATION DETAIL "A" (SHEET C-101)
- INSTALL BOX PER DETAIL "TRACER WIRE ACCESS BOX INSTALLATION NON VALVE LOCATION" (SHEET C-103)

GMP-4

Portland Water District  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

## NORTH WINDHAM WWTF COLLECTION SYSTEM

### REVISIONS

REV	DATE	DESCRIPTION
1	2/3/25	GRAVITY / FORCEMAN CHANGES

LINE IS 2 INCHES  
AT FULL SIZE

DESIGNED: M. VILLAFUERTE

DRAWN: J. SHERIDAN

CHECKED: T. SEEHAWER

CHECKED: S. LOCKHART

APPROVED: S. SIMPSON

FILENAME

159263-C-006.DWG

BC PROJECT NUMBER

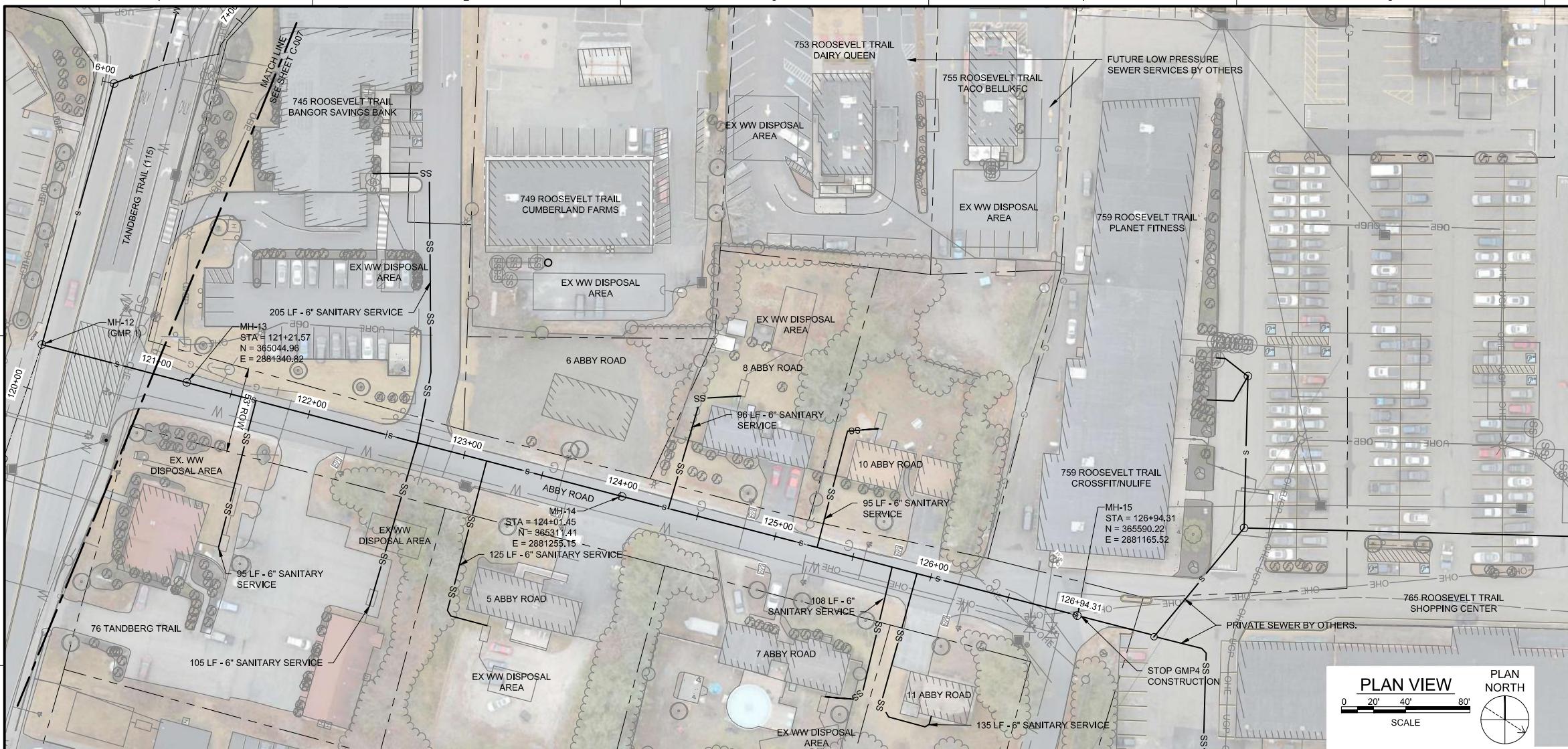
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CLIENT PROJECT NUMBER

CIVIL

## SANITARY SEWER PLAN & PROFILE - 6



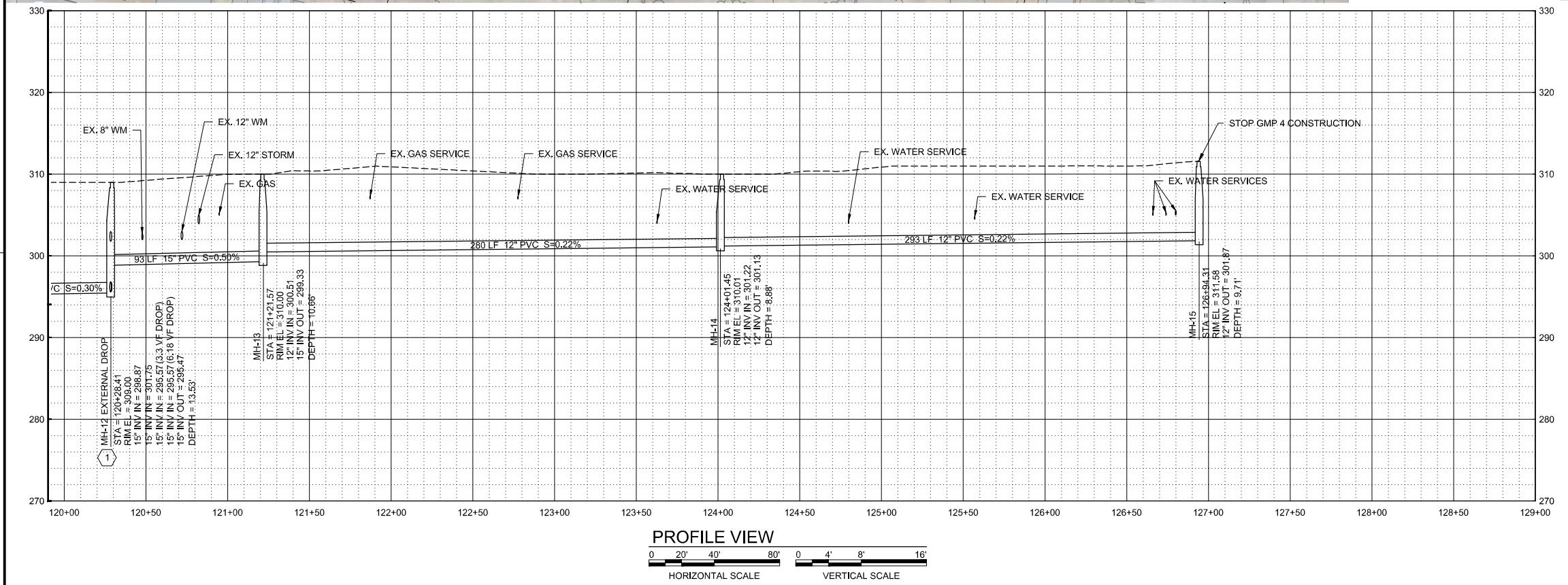


#### GENERAL NOTES:

- SEE DRAWING G-002 FOR NOTES.
- COORDINATE WITH GMP 1. CONSTRUCTION OF MH-12 AND DOWNSTREAM SEWERS PART OF GMP 1 DRAWINGS.
- RESTORATION OF SIDEWALK RAMPS TO ADA STANDARDS, AND COSTS ASSOCIATED TO THAT RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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Andover, MA 01810



#### KEY NOTES:

- PROVIDE EXTERNAL DROP CONNECTION PER DETAIL "EXTERNAL DROP CONNECTION". (SHEET C-103)



**Portland Water District**  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

#### NORTH WINDHAM WWTF COLLECTION SYSTEM

##### REVISIONS

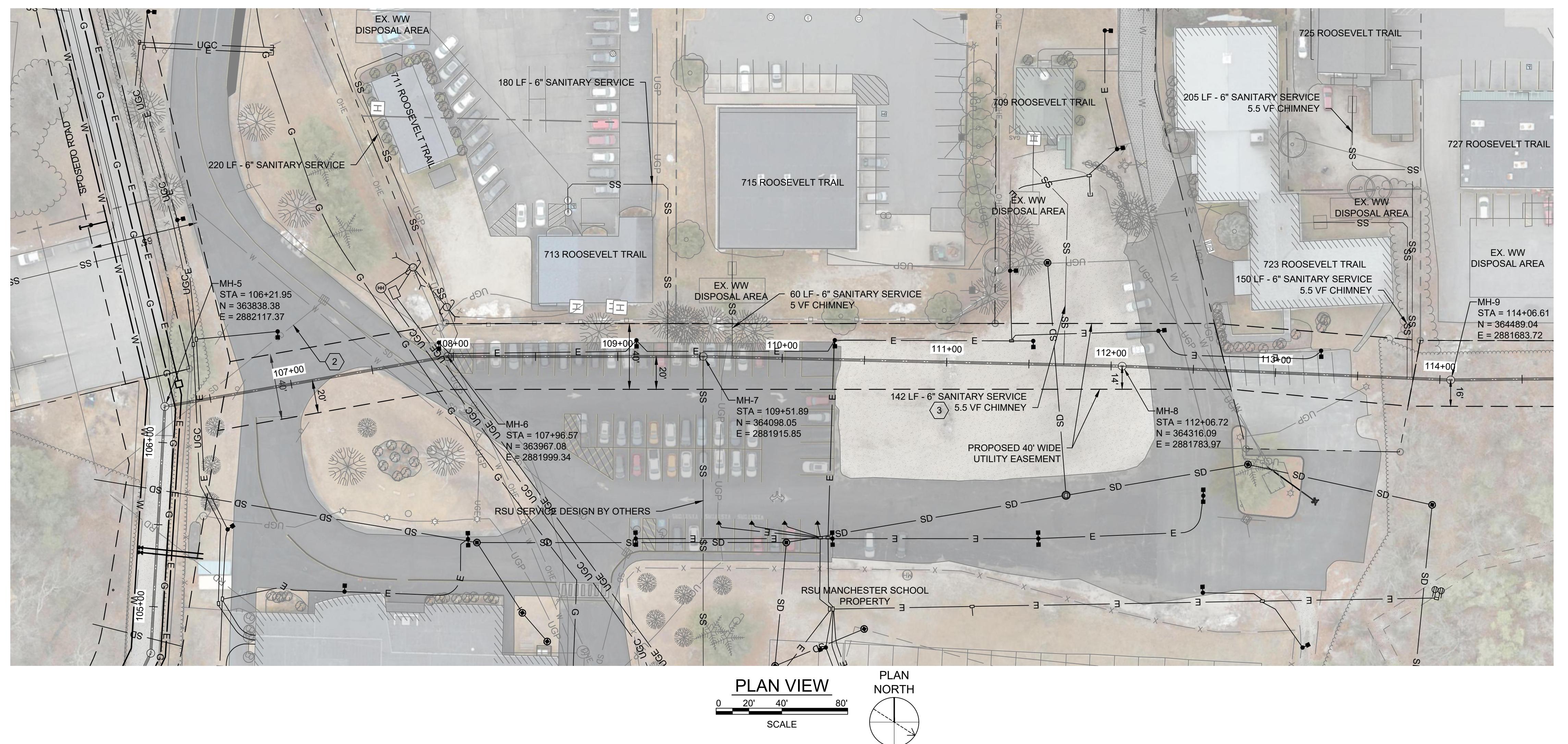
REV	DATE	DESCRIPTION
1	2/3/25	GRAVITY / FORCEMAN CHANGES

LINE IS 2 INCHES  
AT FULL SIZE

DESIGNED: M. VILLA FUERTE  
DRAWN: J. SHERIDAN  
CHECKED: T. SEEHAWER  
CHECKED: S. LOCKHART  
APPROVED: S. SIMPSON  
FILENAME: 159263-C-008.DWG  
BC PROJECT NUMBER: 159263  
CLIENT PROJECT NUMBER:

##### CIVIL

#### SANITARY SEWER PLAN & PROFILE - 8



**GENERAL NOTES:**

1. INSTALL SANITARY SEWER IN ACCORDANCE WITH PWD SPECIFICATION SECTION V: WORK ASSOCIATED WITH SEWER CONSTRUCTION.
2. ALIGNMENT SHOWN REPRESENTS THE CENTERLINE OF THE SANITARY SEWER, BEGINNING AT THE WWTF, INCREASING IN THE UPSTREAM DIRECTION.
  - 2.1. THE PROFILE REPRESENT THE GRADE ABOVE THE SANITARY SEWER CENTERLINE.
3. THE EXISTING PRIVATE WW DISPOSAL SYSTEMS ARE SKETCHED PER EXISTING MAPPING PROVIDED BY THE TOWN.
4. CONTRACTOR TO COORDINATE THE EXACT SANITARY SERVICE LOCATIONS WITH PROPERTY OWNER. NOTE THE SERVICE LATERALS ARE NOT SHOWN IN THE PROFILE VIEW.
  - 4.1. CONTRACTOR TO STAGE/ COORDINATE PRIVATE SERVICE CONNECTIONS WITH THE WWTF STARTUP & PRIVATE WW DISPOSAL SYSTEMS.
5. VERTICAL CHIMNEY QUANTITY PROVIDED IS MEASURED FROM INVERT OF MAIN TO INVERT OF SERVICE. SEE PWD STANDARD DETAIL " CHIMNEY DETAIL" CHIMNEY CALCULATED WITH A SERVICE COVER ELEVATION OF 4.5' AT THE FACILITY CONNECTION AND 2.08% SLOPE TO MAIN.
6. CONTRACTOR TO COORDINATE/ PROTECT MANHOLES FROM THE DIFFERENCE BETWEEN THE EXISTING VS. PROPOSED GRADE.
7. FOR DRAWING LEGIBILITY, ONLY THE PROPOSED RSU UTILITIES ARE SHOWN. REFER TO THE RSU MANCHESTER SCHOOL PROJECT FOR ALL RSU PROPOSED WORK.

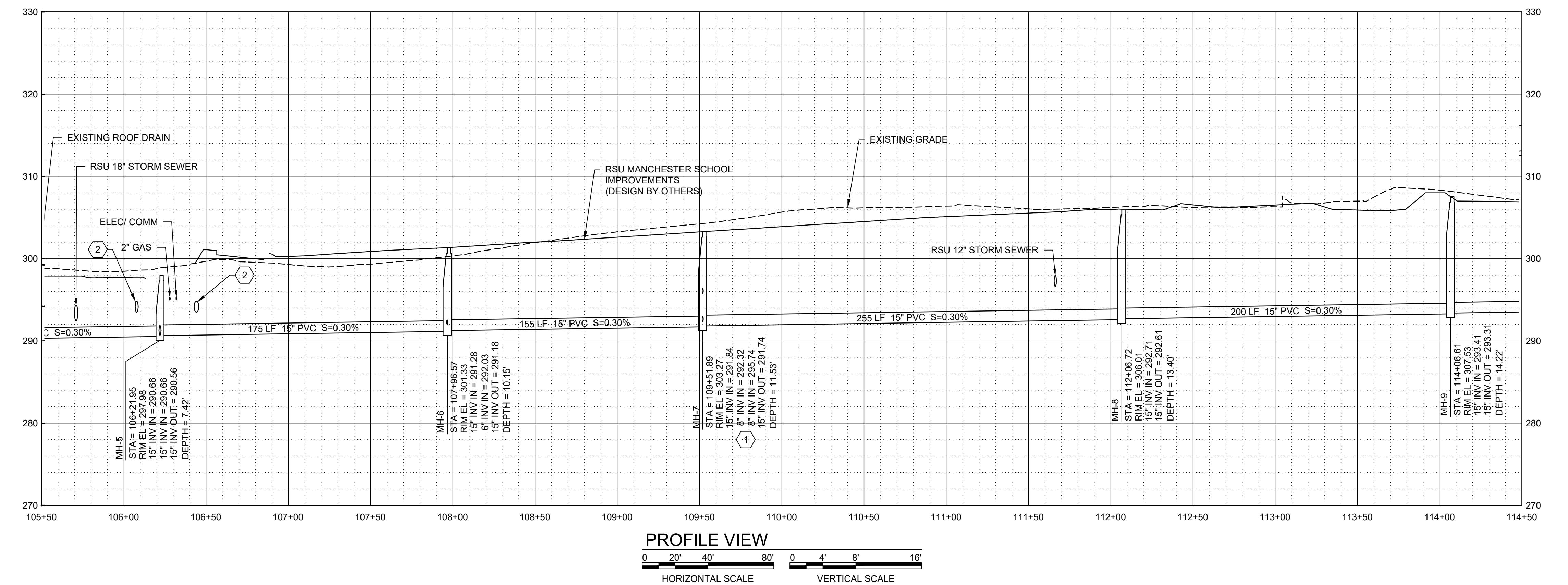
THIS DRAWING IS NOT VALID  
FOR CONSTRUCTION  
PURPOSES UNLESS IT BEARS  
THE SEAL OF A DULY  
REGISTERED PROFESSIONAL

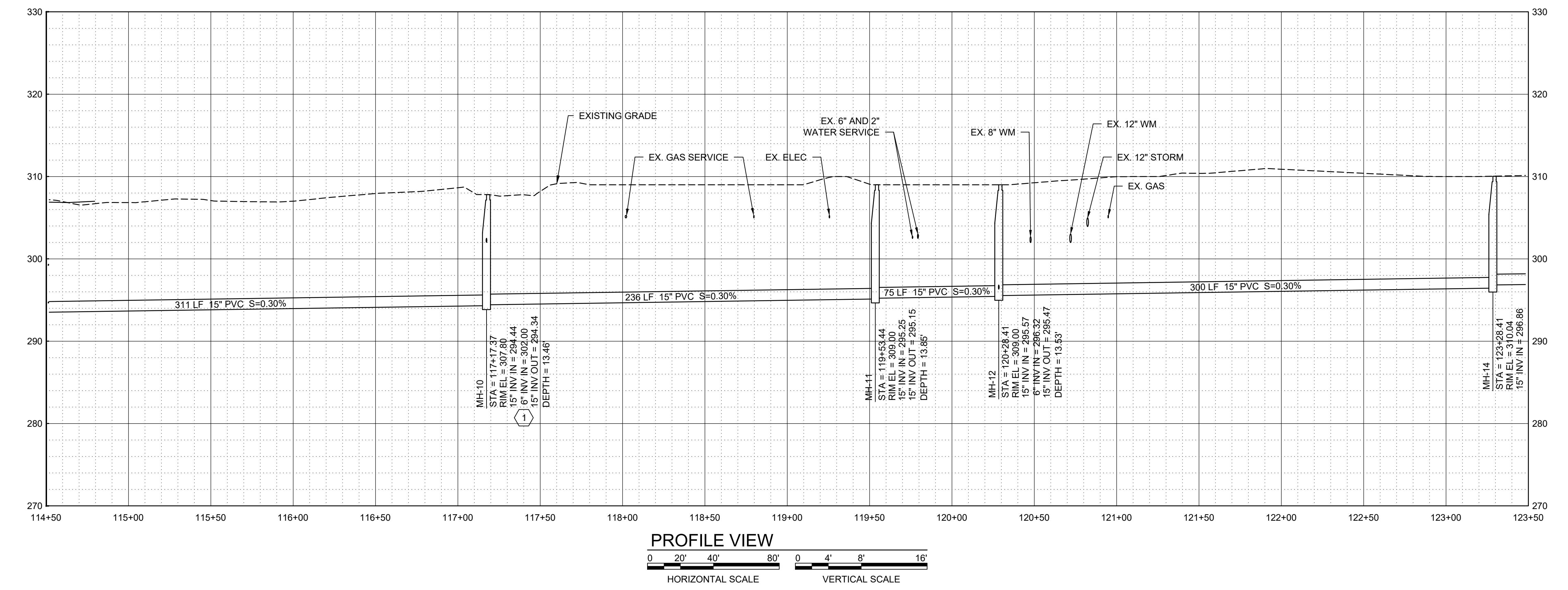
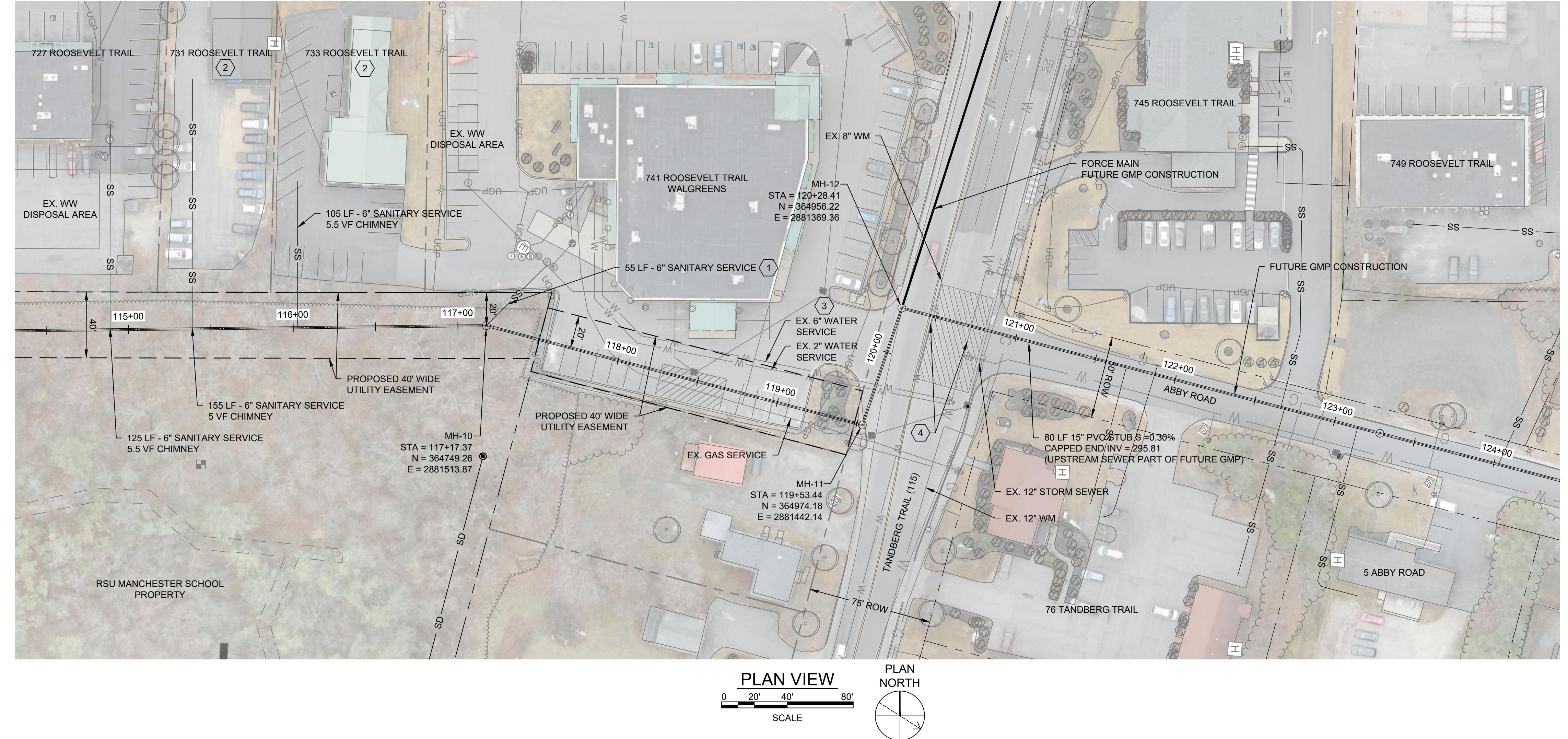
GMP 1



Portland Water District  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

**NORTH WINDHAM  
WWTF**





## GENERAL NOTES:

1. INSTALL SANITARY SEWER IN ACCORDANCE WITH PWD SPECIFICATION SECTION V: WORK ASSOCIATED WITH SEWER CONSTRUCTION.
2. ALIGNMENT SHOWN REPRESENTS THE CENTERLINE OF THE SANITARY SEWER, BEGINNING AT THE WWTF, INCREASING IN THE UPSTREAM DIRECTION.
  - 2.1. THE PROFILE REPRESENT THE GRADE ABOVE THE SANITARY SEWER CENTERLINE.
3. THE EXISTING PRIVATE WW DISPOSAL SYSTEMS ARE SKETCHED PER EXISTING MAPPING PROVIDED BY THE TOWN.
4. CONTRACTOR TO COORDINATE THE EXACT SANITARY SERVICE LOCATIONS WITH PROPERTY OWNER. NOTE THE SERVICE LATERALS ARE NOT SHOWN IN THE PROFILE VIEW.
  - 4.1. CONTRACTOR TO STAGE/ COORDINATE PRIVATE SERVICE CONNECTIONS WITH THE WWTF STARTUP & PRIVATE WW DISPOSAL SYSTEMS.
5. VERTICAL CHIMNEY QUANTITY PROVIDED IS MEASURED FROM INVERT OF MAIN TO INVERT OF SERVICE. SEE PWD STANDARD DETAIL "CHIMNEY DETAIL" CHIMNEY CALCULATED WITH A SERVICE COVER ELEVATION OF 4.5' AT THE FACILITY CONNECTION AND 2.08% SLOPE TO MAIN.
6. FOR DRAWING LEGIBILITY, ONLY THE PROPOSED RSU UTILITIES ARE SHOWN. REFER TO THE RSU MANCHESTER SCHOOL PROJECT FOR ALL RSU PROPOSED WORK.
7. CONTRACTOR TO COORDINATE THE SUPPORT OF EXISTING UTILITY POLES WITH POLE OWNER.

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One Tech Drive, Suite 310  
Andover, MA 01810-2435

THIS DRAWING IS NOT VALID  
FOR CONSTRUCTION  
PURPOSES UNLESS IT BEARS  
THE SEAL OF A DULY  
REGISTERED PROFESSIONAL

GMP 1



**Portland Water District**  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

**NORTH WINDHAM  
WWTF**

## REVISIONS

REV	DATE	DESCRIPTION
1	7/12/23	REV 1
2	7/13/23	REV 2 - ALIGNMENT

LINE IS 2 INCHES  
AT FULL SIZE

DESIGNED: T. SEEHAWER

DRAWN: T. SEEHAWER

CHECKED: M. ALLENWOOD

CHECKED:

APPROVED:

FILENAME

159263-C-03.DWG

BC PROJECT NUMBER

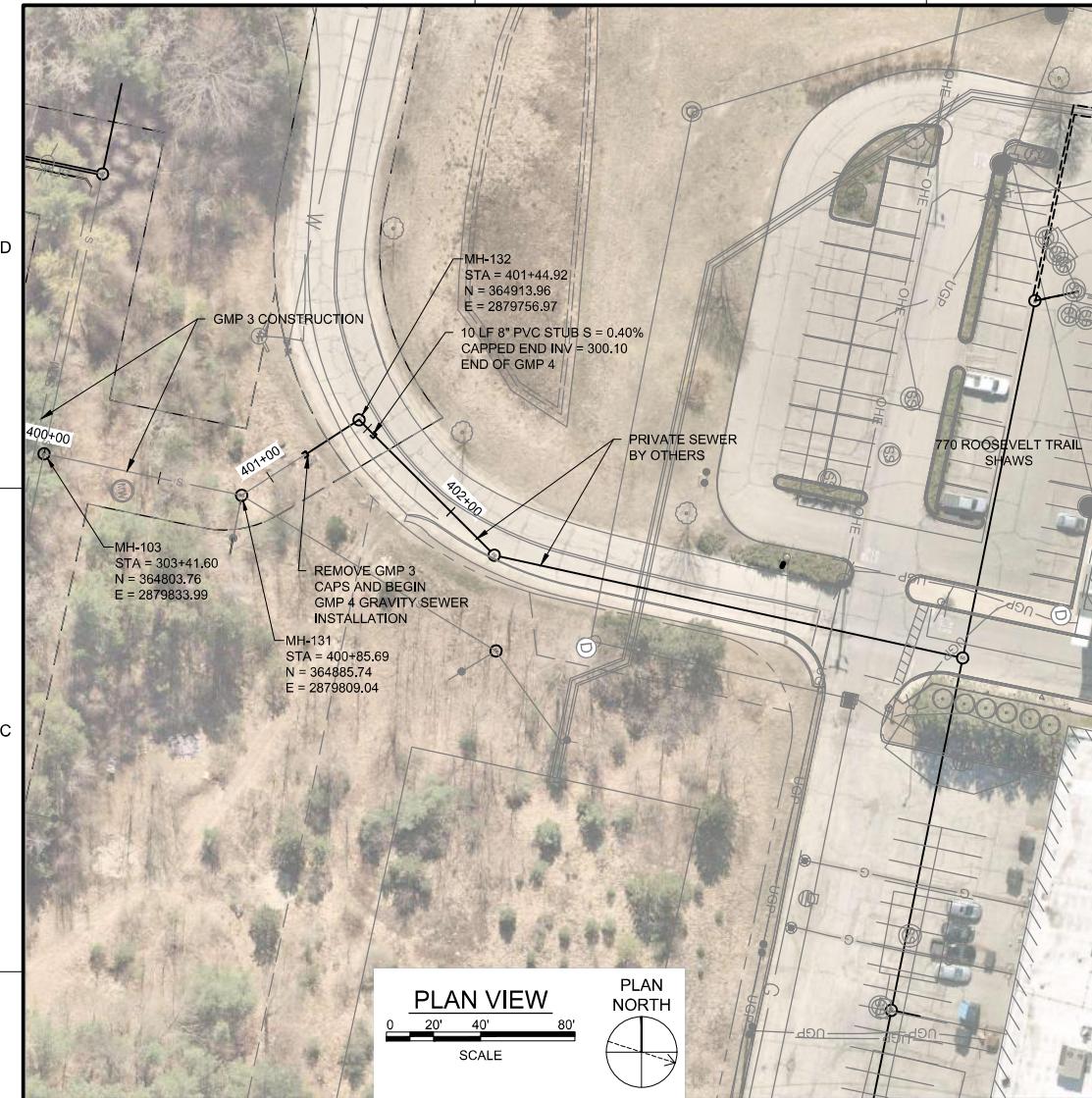
158509

CLIENT PROJECT NUMBER

CIVIL

**SANITARY SEWER  
PLAN & PROFILE - 3**

DRAWING NUMBER  
C-03



**GENERAL NOTES:**

- SEE DRAWING G-002 FOR NOTES.
- RESTORATION OF SIDEWALK RAMPS TO ADA STANDARDS, AND COSTS ASSOCIATED TO THAT RESTORATION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

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Andover, MA 01810

GMP-4



**Portland Water District**  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

**NORTH WINDHAM  
WWTF  
COLLECTION  
SYSTEM**

REVISIONS

REV	DATE	DESCRIPTION
1	2/3/25	GRAVITY / FOREMAN CHANGES

LINE IS 2 INCHES  
AT FULL SIZE

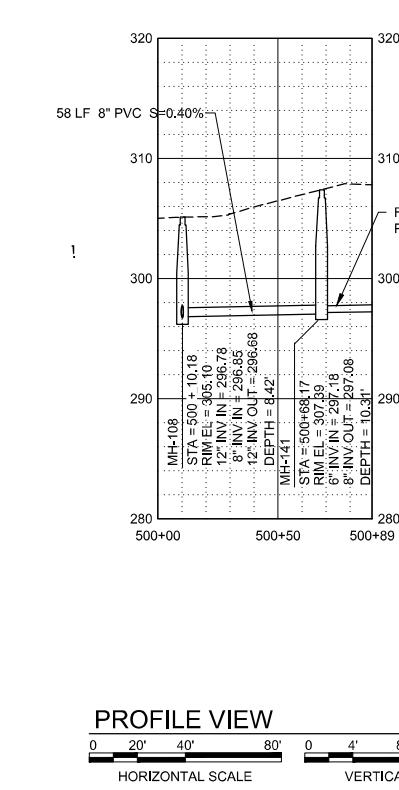
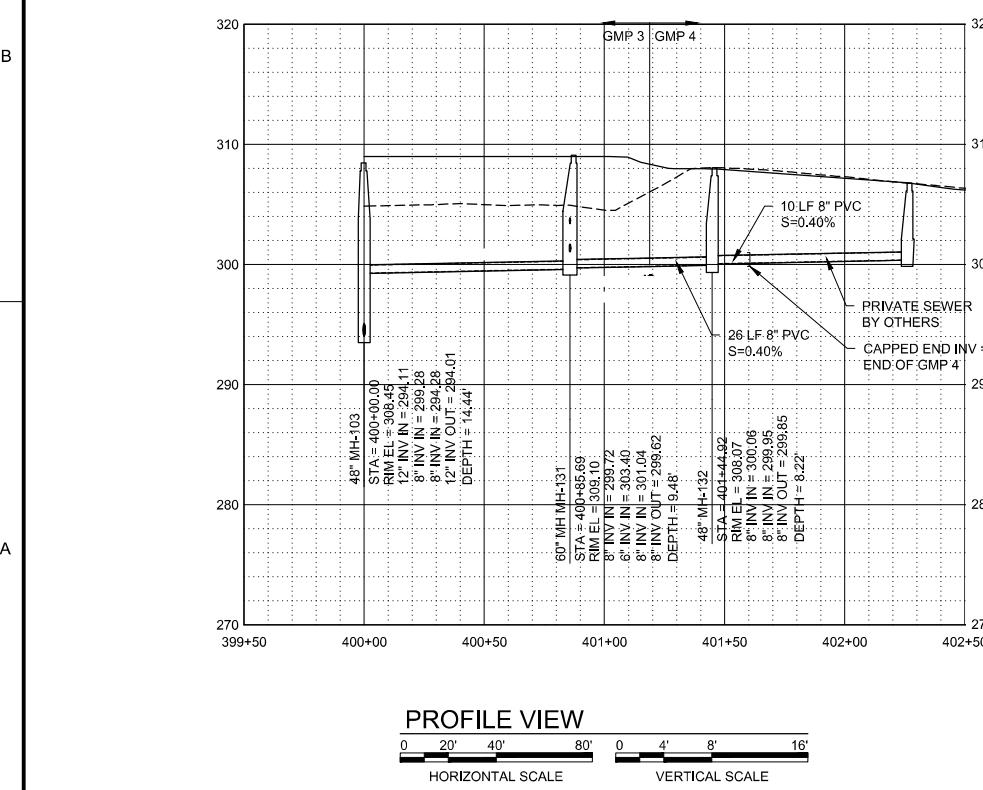
DESIGNED: M. VILLAFUERTE  
DRAWN: J. SHERIDAN  
CHECKED: T. SEEHAWER  
CHECKED: S. LOCKHART  
APPROVED: S. SIMPSON  
FILENAME: 159263-C-009.DWG  
BC PROJECT NUMBER: 159263  
CLIENT PROJECT NUMBER:

CIVIL

**SANITARY SEWER  
PLAN & PROFILE - 9**

DRAWING NUMBER

C-009







# PWD STANDARD SEWER MANHOLE DETAILS

NOTES:

1. USE 4' I.D. M.H. WITH 8" OR SMALLER PIPE  
USED 5' I.D. M.H. WITH 10" OR LARGER PIPE
2. MINIMUM HEIGHT OF DROP IS 2'-0"
3. SEE PRECAST MANHOLE SECTION FOR TYPICAL
4. MANHOLE INFORMATION, INCLUDING NOTES.
5. PROVIDE DROP PIPE FOR ALL INVERT  
DIFFERENTIALS GREATER THAN TWO (2) FEET.
6. CUT OFF TOP 1/3 OF PIPE PLUG.



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MINIMUM 24" DIA. CLEAR  
OPENING E.I. 2110A1 COVER AND  
2266 6" FRAME OR EQUAL

14" ALUMINUM OR REINFORCED  
PLASTIC MANHOLE STEPS 12"  
ON CENTER

BACKFILL MANHOLES WITH A  
MINIMUM OF 24" CRUSHED  
GRAVEL

5" MINIMUM

4' - 0" MIN.

MORTAR

1/2" THICK MORTAR PARGING

BRICK TO GRADE (1 BRICK MIN., 3 BRICK MAX.)

PRECAST GRADE RING

4 LAYERS POLY FROST  
BARRIER

2 STRIPS OF 1" DIA.  
BUTYL RUBBER SEALANT

FIBERGLASS OR SEALED CAST CONCRETE  
INVERT (SEE FIBERGLASS  
CHANNEL INSTALLATION  
DETAIL, THIS SHEET)  
(GU MANHOLE BASE OR EQUAL)

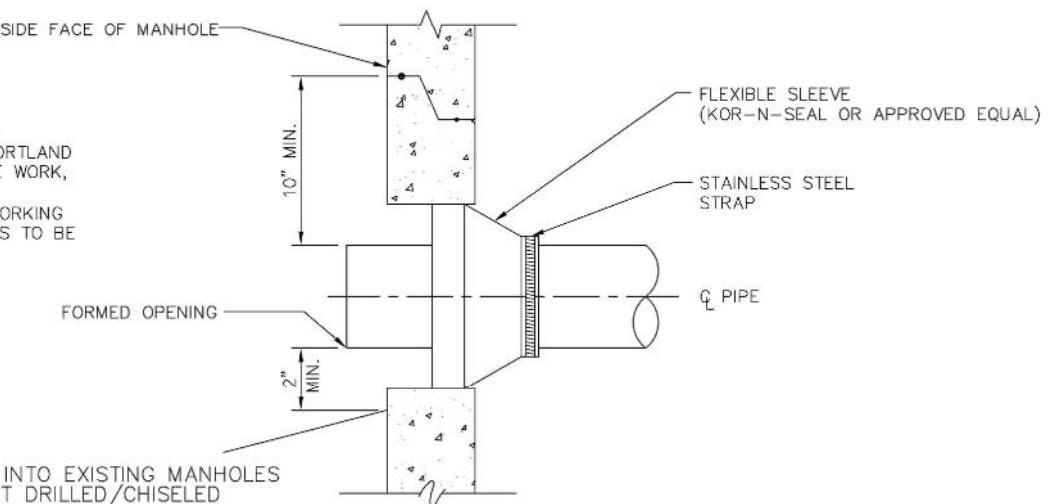
8" OF 3/4" CRUSHED STONE

PROVIDE FLEXIBLE  
PIPE JOINTS  
WITHIN 2' OF  
M.H. EXTERIOR

## PRECAST MANHOLE

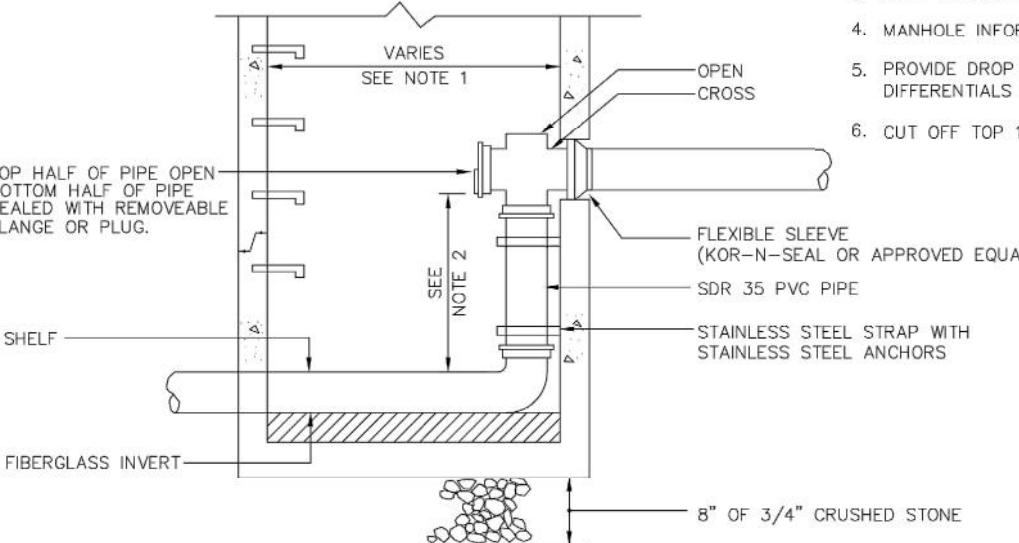
NOTE:

1. CONNECTION TO EXISTING MANHOLE  
ALL NEW PENETRATIONS INTO EXISTING  
MANHOLES SHALL BE INSPECTED BY PORTLAND  
WATER DISTRICT CREWS. TO SCHEDULE WORK,  
CONTACT THE DISTRICT'S WASTEWATER  
OPERATIONS DIVISION AT LEAST TWO WORKING  
DAYS PRIOR TO THE DATE THE WORK IS TO BE  
PERFORMED.

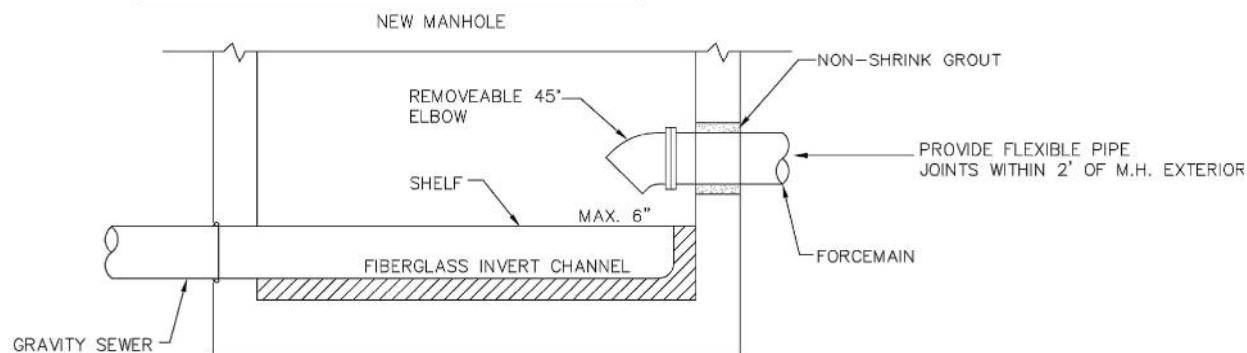


NOTE: CONNECTIONS MADE INTO EXISTING MANHOLES  
ARE TO BE CORED AND NOT DRILLED/CHISELED

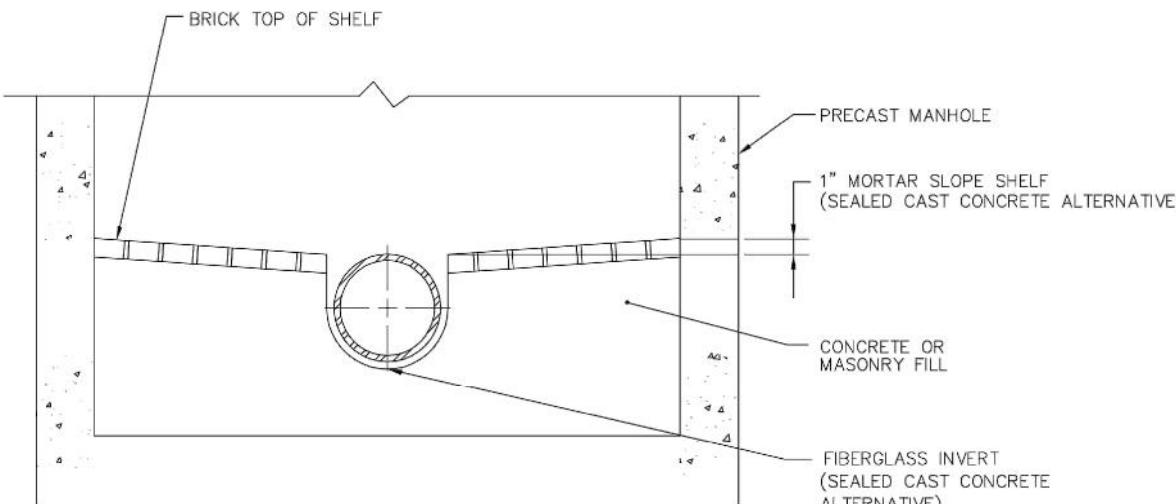
NEW PIPE TO EXISTING MANHOLE  
CONNECTION DETAIL - 4" TO 24"



## PRECAST DROP MANHOLE



## FORCEMAIN TERMINUS



## SANITARY CONSTRUCTION DETAILS - 2

DRAWING NUMBER  
**C-102**

NOTES:  
1. REFER TO "LOW PRESSURE SERVICE STAINLESS STEEL CURB BOX" DETAILS FOR SPECIFICS OF VALVE BOX, EXTENSIONS, BASE, AND SERVICE ROD.

---

**LOW PRESSURE MAIN VALVE BOX**

---

NOT TO SCALE

Diagram illustrating the E-ONE valve curb setup with a tracer wire assembly. The setup includes an E-ONE lid assembly with a pentagon head plug, an E-ONE extension type curb box with an arch pattern base, and an E-ONE valve curb setup with a female pipe threads and valve spotting stem (enclosed) with an integral check valve. The assembly is connected to a 1-1/4" HDPE pipe leading to a main line, and a polypropylene compression adapter fitting is used to connect the valve curb setup to a polypropylene pipe service to a pump. A tracer wire is shown passing through the valve curb setup and the E-ONE extension type curb box. A note specifies that a grommet is provided to protect the tracer wire from breakage. A table lists E-ONE available lengths (18-30", 30-42", 36-54", 42-66", 48-78", 60-102") and their corresponding part numbers (PB0930G01, PB0930G02, PB0930G03, PB0930G04, PB0930G05, PB0930G06).

E-ONE AVAILABLE LENGTHS.....	PART NUMBER
18-30"	PB0930G01
30-42"	PB0930G02
36-54"	PB0930G03
42-66"	PB0930G04
48-78"	PB0930G05
60-102"	PB0930G06

PROVIDE GROMMET TO PROTECT TRACER WIRE FROM BREAKAGE

TRACER WIRE SHALL PENETRATE VALVE BOX APPROXIMATELY 6" BELOW GRADE

E-ONE LID ASSEMBLY WITH PENTAGON HEAD PLUG  
MATERIAL: CAST IRON

E-ONE EXTENSION TYPE CURB BOX WITH ARCH PATTERN BASE  
MATERIAL: ABS

E-ONE AVAILABLE LENGTHS.....  
18-30"  
30-42"  
36-54"  
42-66"  
48-78"  
60-102"

E-ONE ORDERED SEPARATELY USING PART NUMBER FROM ABOVE

PART NUMBER

POLYPROPYLENE COMPRESSION ADAPTER FITTING

1-1/4" HDPE PIPE

TO MAIN

E-ONE VALVE CURB SETUP WITH FEMALE PIPE THREADS AND VALVE SPOTTING STEM (ENCLOSED) WITH INTEGRAL CHECK VALVE  
MATERIAL: STAINLESS STEEL

POLYPROPYLENE COMPRESSION  
ADAPTER FITTING

POLYPROPYLENE PIPE SERVICE TO PUMP TO BE

NOTES:

1. CURB STOP, COMPRESSION FITTINGS, AND VALVE PRODUCED BY E-ONE SEWER SYSTEMS. PRODUCT STAINLESS STEEL LATERAL KIT 1-1/4" HDPE PIPE, SS CURB STOP/CHECK VALVE AND FITTINGS ARE PROVIDED SEPARATELY.
2. TO ASSEMBLE, APPLY A DOUBLE LAYER OF TEFLON TAPE, AND A LAYER OF PIPE DOME TO THE THREADS ON THE PLASTIC FITTINGS AND INSTALL PER THE MANUFACTURER'S INSTRUCTIONS. "FOR SS FITTING INTO SS THREAD USE PIPE DOME OR TEFLON TAPE, NOT BOTH."
3. ASSEMBLY IS TO BE PRESSURE TESTED.
4. ASSEMBLE IS TO BE USED WITH HDPE PIPE.
5. TO ORDER SS LATERAL KIT, USE PART NUMBER NC0193G01.
6. CURB BOX WITH ROD IS TO BE ORDERED SEPARATELY, SEE ABOVE.
7. CONTRACTOR TO INSTALL E-ONE SYSTEMS IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS "UNI-LATERAL (LATERAL KIT) STAINLESS STEEL LATERAL VALVE"
8. SERVICE ROD NOTES
  - A. SHALL HAVE A HALF ALIGNING DESIGN.
  - B. 36" LENGTH
  - C. SHALL BE ROUND AND CONSTRUCTED OF STAINLESS STEEL (304) WITH EPOXY COATING (MINIMUM 4 MIL D.F.T.)
  - D. SHALL HAVE A YOKE DESIGN THAT IS AN INTEGRAL PART OF THE ROD.
  - E. THE CURB-STOP ATTACHMENT PIN SHALL BE A BRASS COTTER PIN.
  - F. THE ROD "WRENCH-FLAT" SHALL HAVE A MINIMUM THICKNESS OF 1/4" TAPERED TO 1/16" AND WIDTH OF 5/8" OR 1/2"
  - G. DIAMETER 5/8" DIAMETER FOR 1.5" AND 2" SERVICES.

**LOW PRESSURE SERVICE STAINLESS STEEL CURB BOX**  
NOT TO SCALE

This technical cross-section diagram illustrates a concrete structure with various components and dimensions:

- CHANNEL/BENCH:** A horizontal channel or bench is shown at the bottom left.
- 4' DIA.:** A dimension line indicates a width of 4' DIA. (Diameter) for the vertical structure.
- COMPACTED 3/4" CRUSHED STONE:** A layer of crushed stone is shown at the top.
- PVC TEE:** A PVC tee fitting is shown at the top right.
- PVC SEWER:** A horizontal PVC sewer pipe is shown, with **GRAVITY FLOW** indicated.
- 4' DIA.:** A dimension line indicates a diameter of 4' for the horizontal sewer pipe.
- 4' DIA.:** A dimension line indicates a diameter of 4' for the drop pipe.
- 4' DIA.:** A dimension line indicates a diameter of 4' for the horizontal sewer to be built by others.
- PVC 90 DEG BEND:** A PVC 90-degree bend is shown at the bottom right.
- CONCRETE ENCASEMENT:** A concrete encasement is shown at the bottom right.
- GRAVITY FLOW:** Gravity flow is indicated for the horizontal sewer and the drop pipe.
- GRAVITY FLOW:** Gravity flow is indicated for the horizontal sewer to be built by others.

NOTES:

1. PVC FITTINGS AND DROP PIPE EQUAL TO THE DIAMETER, MATERIAL AND PIPE STIFFNESS AS MAIN LINE.
2. SEE PWD STANDARD DETAILS FOR FURTHER INSTALLATION. DETAIL REPRESENTS EXTERNAL DROP ONLY.
3. CONCRETE ENCASEMENT: NON REINFORCED 3000 PSI CONCRETE POUR AGAINST COMPACTED FILL OR ORIGINAL GROUND.

## EXTERNAL DROP CONNECTION

The diagram illustrates a tracer wire access box installed in a concrete collar above a force main pipe. The components labeled are:

- FINISHED GRADE
- COVER
- 1' - 6" SQUARE CONCRETE COLLAR, 3000 PSI CONCRETE. DRAIN AWAY FROM VALVE
- TRACER WIRE ACCESS BOX (TYP.)
- TRACER WIRE (TYP.)
- TRACER LEAD
- PIPE
- FORCE MAIN

The diagram shows a cross-section of the setup. A concrete collar is embedded in the ground surface. A valve box is installed within the collar. A tracer lead is attached to the valve box, and a tracer wire extends from the lead down into the force main pipe. A tracer wire access box is mounted on top of the valve box. A cover is placed over the access box. Arrows point from the labels to their respective parts in the diagram.

**TRACER WIRE ACCESS BOX INSTALLATION  
NON VALVE LOCATION**

---

12"

1" MIN.

3" CLEAR

R/W

FINISH GRADE

CAST IRON FRAME AND COVER

1/8 BEND

ONCE PIECE STD LENGTH PIPE

WYE

PVC

PVC

UNDISTURBED SOIL

4" MIN.

3" CLEAR

PACK ANNULAR SPACE WITH JUTE

THREADED CAP SOLVENT WELDED TO RISER PIPE

CONC. ENCASEMENT

FUTURE SERVICE PROJECT TO REMOVE PLUG AND CONNECT TO LPS SERVICE

6" DI MJ TAPPED CAP WITH 2" NPT

2" x 1.25" 316 SS HEX BUSHING

1.25" HDPE TO 316 SS M-NPT TRANSITION FITTING

1.25" HDPE

1.25" HDPE COMPRESSION COUPLING

INSTALL STD PLUG

CAST BELL FLUSH WITH CONC ENCASEMENT

**SEWER CLEANOUT DETAIL**

NOT TO SCALE

**SEWER CLEANOUT DETAIL**

Portland Water District  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

---

**NORTH WINDHAM  
WWTF  
COLLECTION  
SYSTEM**

## REVISIONS

LINE IS 2 INCHES  
AT FULL SIZE

DESIGNED: M. VILLAFUERTE  
DRAWN: J. SHERIDAN  
CHECKED: T. SEEHAWER  
CHECKED: S. LOCKHART  
APPROVED: S. SIMPSON  
FILENAME  
159263-C-103.DWG  
BC PROJECT NUMBER  
159263

CLIENT PROJECT NUMBER \_\_\_\_\_

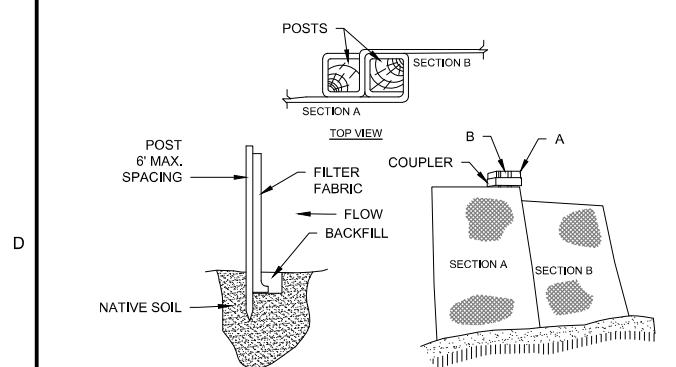
# SANITARY CONSTRUCTION DETAILS - 3

A technical line drawing of a large, curved pipe section. The pipe has a ribbed outer surface and a flared end on the left side. A dimension line with arrows indicates a diameter of 24 inches (24" DIA.) at the curved section.

**BUSHING —**

## TYPICAL TERMINAL FLUSHING CONNECTION

DRAWING NUMBER

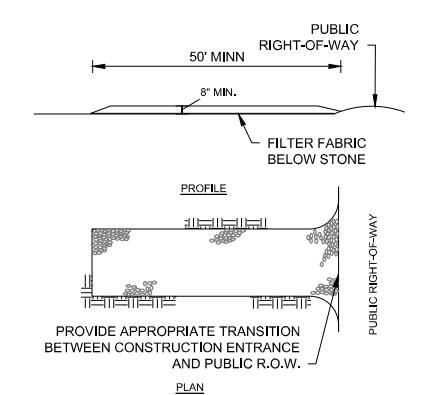


**INSTALLATION NOTES:**

1. EXCAVATE A 6" x 6" TRENCH ALONG THE LINE OF PLACEMENT FOR THE FILTER BARRIER.
2. UNROLL A SECTION AT A TIME AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH.
3. DRIVE POSTS INTO THE GROUND UNTIL APPROXIMATELY 2" OF FABRIC IS LYING ON THE TRENCH BOTTOM.
4. LAY THE TOUGH FABRIC ONTO THE UNDISTURBED BOTTOM OF THE TRENCH, BACKFILL THE TRENCH AND TAMP THE SOIL. TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING THE FABRIC FLAP ON UNDISTURBED GROUND AND PILING AND TAMPING FILL AT THE BASE, BUT MUST BE ACCCOMPANIED BY AN INTERCEPTION DITCH.
5. JOIN SECTION AS SHOWN ABOVE.
6. BARRIER SHALL BE MIRAFI SILT FENCE OR EQUAL.

### FILTER BARRIER

NOT TO SCALE



**NOTES:**

1. STONE SIZE-AASHTO DESIGNATION M43, SIZE NO. 2 (2 1/2" TO 1 1/2"). USE CRUSHED STONE.
2. LENGTH-AS SHOWN ON PLANS, MIN. 50 FEET.
3. THICKNESS-NOT LESS THAN EIGHT (8) INCHES.
4. WIDTH-NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
5. MAINTENANCE-THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACHING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH ADDITIONAL STONE AS CONDITIONS DEMAND AND REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC RIGHT-OF-WAY MUST BE REMOVED IMMEDIATELY.

### GENERAL NOTES

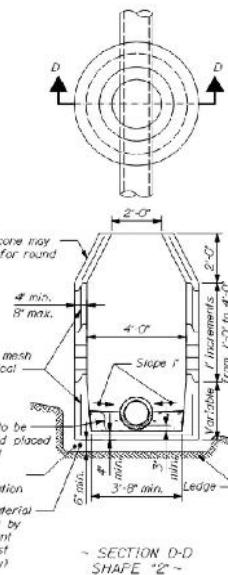
1. Catch basins in excess of 8' in depth shall, if directed, be provided with steps similar to those detailed for manholes.
2. Drain holes in precast sumps shall be less than or equal to 3" in diameter and shall be plugged with mortar when constructed.
3. All precast sections of less than 8" wall thickness shall have tongue and groove joints.
4. Cone and ring sections shall have a wall thickness of 4" minimum to 8" maximum.
5. Minimum wall thickness of the sump shall be 4" as specified in AASHTO M199.
6. The well around inlet and outlet pipes shall be a precast opening 2" larger than the outside diameter of the pipe.
7. Lift holes or lift handles shall be provided for installation of Catch Basins and Manholes.
8. Lift holes shall not exceed 3" in diameter and shall be plugged with mortar when constructed. Lift handles shall not exceed 3" in diameter and shall be cut off as directed by the Resident Engineer prior to back filling the structure.

Structure	Top	Shape	Groove
Catch Basin	A B D (APPROVED)	2 5 6	C
Type A			C
Type B			C
Type A Portland			P
Type B Portland			P
Type C			C
Manhole			MHC

\*Certain applications may allow for non-cascade grates.

### ~ TABLE OF CATCH BASIN TYPES ~

(combinations of tops and types)



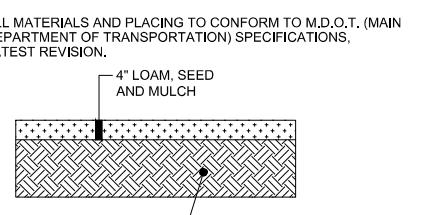
Dimensions are intended to be nominal

GMP-4



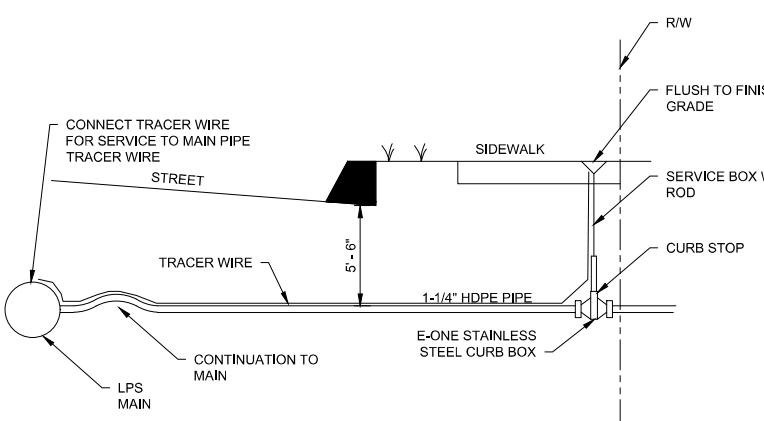
Portland Water District  
225 DOUGLASS ST  
PORTLAND, ME 04104-3553

C



### LOAM AND SEED DETAIL

NOT TO SCALE



### TYPICAL LPS SERVICE CONNECTION

NOT TO SCALE

DIAMETER	CIRCULAR CULVERT PIPE (NOMINAL WALL THICKNESS IN INCHES EXCEPT M294 PIPE)			REINFORCED CONCRETE PIPE		
	CORRUGATED METAL PIPE		SPRAL RIB (TYPE IR) (B)			
	OPTION I (OPTION 1/11)	OPTION I (OPTION 1/11)	OPTION I (OPTION 1/11)	OPTION I / III	OPTION II / III	OPTION III
M216 (A)	M274 (A)	M246 (M197)	M274 (A)	M197	M170	M170
12"	0.079	0.064	0.064	0.075	345	320
15"	0.079	0.064	0.064	0.075	290	320
18"	0.079	0.079	0.079	0.075	275	2
21"	0.079	0.079	0.079	0.075	200	2 1/4
24"	0.079	0.079	0.079	0.075	235	2 1/4
27"	0.079	0.079	0.079	0.075	205	3 1/4
30"	0.079	0.079	0.079	0.075	195	3 1/4
33"	0.079	0.079	0.079	0.075	180	3 1/4
36"	0.079	0.079	0.079	0.075	150	3 1/4
42"	0.132	0.109	0.09		140	3 1/2
42" (I)	0.079	0.079	0.075		125	4
48"	0.132	0.109	0.09			5 3/4
48" (I)	0.079	0.079	0.075			5 3/4
54"	0.168	0.138	0.138		110	4 1/2
54" (I)	0.079	0.079	0.075			5 1/2
60"	0.168	0.138	0.138		95	5
60" (I)	0.079	0.079	0.075			6 1/4
66" (I)	0.079	0.135				7 1/4
72" (I)	0.09	0.135				7 1/4
78" (I)	0.09	0.164				8 1/4
84" (I)	0.09	0.164				8 1/4

Metal Pipe values are for 2 27 3/4 x 1/2 Corrugations unless diameter is followed by (I) which requires 3" x 1" Corrugations for Aluminum Pipes and 3" x 1" or 5" x 1" Corrugations for Steel Pipes.

Option I Pipes shall only be used for entrances. Fill heights over 15' may require larger metal gages.

M216 = zinc coated (galvanized) corrugated steel pipe  
M274 = aluminum coated (type E) corrugated steel pipe  
M246 = polymer pre-coated corrugated steel pipe

M197 = Corrugated Aluminum Alloy Pipe  
M278 = Polyvinyl Chloride Pipe PVC  
M170 = Reinforced Concrete Pipe  
M294 = High Density Polyethylene Pipe

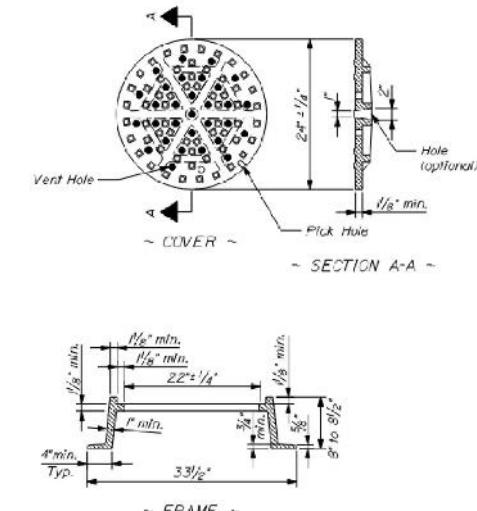
(A) Option I, M274 can be used for closed drainage. Option III Pipe  
(B) Spiral Rib Type IR can be used for Smoothbore Pipe

### CULVERT PIPE 603(09)

NOT TO SCALE

### MANHOLE 604(02)

NOT TO SCALE

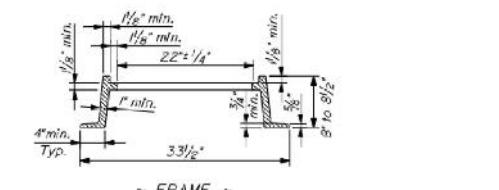


### NOTES:

1. Manhole frames and covers are to be machined to a smooth fit and shall be of gray cast iron or ductile iron conforming to AASHTO M306.
2. Diamond top surface is optional.

### MANHOLE TOP "D" 604(07)

NOT TO SCALE



### NORTH WINDHAM WWT Collection System

#### REVISIONS

REV	DATE	DESCRIPTION

B

DESIGNED: M. VILLAFUERTE

DRAWN: J. SHERIDAN

CHECKED: T. SEEHAWER

CHECKED: S. LOCKHART

APPROVED: S. SIMPSON

FILENAME: 159263-C104.DWG

BC PROJECT NUMBER: 159263

CLIENT PROJECT NUMBER:

#### CIVIL

### CONSTRUCTION DETAILS - 1

DRAWING NUMBER: C-104



## **The American Rescue Plan Act**

Each Prime contractor or subcontractor shall state as an initial part of contract, compliance with PART 200 - Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards. ***All contracts must*** contain all of the following documents, signed and completed.

## **Required Document Checklist**

### **Prime Contractor**

1.  Certification of the Prime Contractor regarding Disbarment (**Please include a printout from SAMs, showing standings**)
2.  Certification of the Prime Contractor regarding conflict of interest
3.  Certification of the Prime Contractor regarding EEO and signed EEO Statement
4.  Certification of the Prime Contractor regarding Federal Provisions

### **Subcontractor**

1.  Certification of the Subcontractor regarding Disbarment
2.  Certification of the Subcontractor regarding conflict of interest
3.  Certification of the Subcontractor regarding EEO and signed EEO Statement
4.  Certification of the Subcontractor regarding Federal Provisions

**\*NOTE: Prime Contractors & Subcontractor MUST READ THE FEDERAL PROVISIONS REQUIREMENTS OF THIS PACKET PRIOR TO WORKING ON THIS PROJECT\***



### **CONTRACTOR DISBARRED OR SUSPENSION**

#### **Prime Contractor**

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

Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_

Contact Person: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Tax ID: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_

BID DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_

PROJECT # \_\_\_\_\_

THIS CERTIFICATION IS REQUIRED BY THE REGULATIONS IMPLEMENTING EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, 29 CFR PART 98, SECTION 98.510, PARTICIPANTS' RESPONSIBILITIES. THE REGULATIONS WERE PUBLISHED AS PART VII OF THE MAY 26, 1988 **FEDERAL REGISTER** (PAGES 19160-19211).

**1. THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT IT AND ITS PRINCIPALS:**

- a) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
- b) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION, VIOLATION OF FEDERAL OR STATE ANTI-TRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;
- c) ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH 1.B OF THIS CERTIFICATION; AND
- d) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION/PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

**2. WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.**

---

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

---

SIGNATURE & DATE

**\*\*\*Please attach a printout of good standing from SAM.Gov\*\*\***



## ***CONFLICT OF INTEREST***

### **2 CFR 200.112 and 2 CFR 200.318**

Conflicts of interest arise when officials or staff stand to benefit either directly themselves or indirectly through business partners or relatives from the awarding or contracting of grant funds. When conflicts of interest arise, ARPA Staff will identify, disclose, and manage them in compliance with Super Circular (2 CFR Part 200.112 Conflict of Interest) and 24 CFR Part 570.611 Conflict of Interest for ARPA.

In the procurement of supplies, equipment, construction, and services by the subrecipients, the conflict of interest provisions in 2 CFR 200.318 shall apply. In all cases not governed by 2 CFR 200.318, this policy will be followed. Such cases include the acquisition and disposition of real property and the provision of assistance by its subrecipients/entities to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

A Conflict of Interest is a real or apparent incompatibility between a person's private interests and his/her public or fiduciary duties. For the purposes of ARPA, the rule is that no persons who are a (n):

- Employee,
- Agent,
- Consultant,
- Officer,
- Elected Official, and/or
- Appointed official

### **OF THE:**

- Town, City or County under the Cumberland County jurisdiction.
- Recipient of ARPA funds (applies to all non-profit agencies)
- Federal Government

***WHO:***

- Exercise or have exercised any functions or responsibilities with respect to ARPA activities, and/or
- Are in a position to participate in decision making process or gain inside information with regard to such activities,

***SHALL NOT:***

- Obtain a financial interest or benefit from an ARPA -assisted activity,
- Have a financial interest in any contract, subcontract, or agreement with respect to a ARPA -assisted activity, or with respect to the proceeds of the ARPA -assisted activity.

Either for themselves or those with whom ***they have business or immediate family ties***, during their tenure or for one year thereafter.

**EXCEPTIONS**

Upon the written request of the recipient, Treasury may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements below:

Treasury will consider an exception only after the recipient has provided the following documentation:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and description of how the public disclosure was made. AND
2. An opinion from the Town's legal advisor must be obtained indicating the interest for which the exception is sought would not violate State or local law.

**IMPORTANT:** *Mere submission of a request for an exception does not authorize a recipient to engage in any activity or enter into any contract that constitute a conflict. An exception is not granted until the subrecipient receives such determination in writing from the Town as instructed by Treasury.*

In order to successfully obtain an exception from Treasury, the following points must be addressed:

- Significant cost benefit or essential expertise to the project.



- Opportunity for open competitive bidding or negotiation
- Person affected:
  - Member of low- or moderate-income class of persons intended to be beneficiaries of the assisted activity.
  - Exception will permit such person to receive same benefits as the class.
- Person affected has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the assisted activity.
- Interest or benefit was present *before* affected person was in the conflicting position.
- Undue hardship to subrecipient or person affected which weighed against public interest served by avoiding the prohibited conflict.
- Any other relevant considerations.

***\*\* CONFLICT OF INTEREST FORMS MUST BE SIGNED BY ADMINISTRATION, STAFF AND BOARD OF DIRECTORS.***

## CONFLICT OF INTEREST

### 2 CFR 200.112 and 2 CFR 200.318

No employee, officer or agent of Town, or its set a sides community, sub- grantee or subrecipient shall participate in selection, award or administration of contract or conduct business with a vendor if a conflict of interest, real or apparent would be involved.

- A. the employee, officer or any agent
- B. a member of his/her immediate family
- C. his or her partner
- D. an organization, which employs or is about to employ, any of the above, has financial or other interest in the firm selected for award.

Windham's, sub-grantee or subrecipient, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential



contractors, or parties to sub-agreements, vendors, or potential vendors. Depending on gravity, violation of this Conflict of Interest could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

**Non-disclosure Policy** Any Town employee, sub-grantee or subrecipient shall make no disclosure of verbal or written price quotations. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the Town or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

**Personal Interest** No member of the Town Council or any officer or employee of the Town, sub-grantee or subrecipient shall have a financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract or in the sale to the Town of Windham, sub-grantee or subrecipient or to a contractor supplying the Town of Windham, sub-grantee or subrecipient of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the Town of Windham. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the Town of Windham sub-grantee or subrecipient found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the Town of Windham, sub-grantee or subrecipient shall render the contract void by the Town.

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

*Employee Print or type Name and Position/Title*

---

*Signature*

---

*Company Name*

---

*Date*



## **CERTIFICATION OF PRIME CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

### **Certification by Prime**

Name of prime contractor: \_\_\_\_\_

Address of prime contractor: \_\_\_\_\_

Tax ID # of prime contractor: \_\_\_\_\_

1. Contractor has participated in a previous contract or subcontract subject to the EEO Clause.

\_\_\_\_ Yes                    \_\_\_\_ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

\_\_\_\_ Yes                    \_\_\_\_ No

3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.

\_\_\_\_ Yes                    \_\_\_\_ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

\_\_\_\_ Yes                    \_\_\_\_ No

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any contractor or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the contractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

By signing below, you are certifying your answers to the four questions above were truthful:

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date of Signature



## **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

E.O. 11246 requires covered contractors and subcontractors to refrain from discrimination and to engage in affirmative steps to ensure that applicants and employees receive equal employment opportunity regardless of race, color, religion, sex, sexual orientation, gender identity, and national origin. Additionally, E.O. 11246 prohibits contractors and subcontractors from taking adverse action against employees or applicants for asking about, discussing or disclosing their pay or the pay of their co-workers.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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General Contractor Signature

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Date

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General Contractor Printed Name



**FEDERAL REQUIREMENTS FOR SLFRE**

**1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any ARPA contract on the basis of familial status, sexual orientation or sex.

**2. REHABILITATION ACT OF 1973**

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**3. SECTION 202 OF EXECUTIVE ORDER 11246** Applicable to Federally assisted construction contracts and related subcontracts. During the performance of this contract, the contractor agrees as follows:

- A. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
- B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.
- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- E. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a



contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.  
(c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.

4. **Disbarment & Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. **CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390) ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.** Prior to the award of any construction contract or subcontract, the Contractor shall submit signed Certification of Non-segregated Facilities Forms for him/herself and all subcontractors.

## 6. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

## 7. LABOR STANDARDS

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

A. Specific to ARAP and when it is the sole source of federal funds, Davis Bacon is **NOT applicable unless the total cost of the project will exceed 10 Million dollars**:  
B. recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of



laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- (a) The number of employees of contractors and sub-contractors working on the project;
- (b) The number of employees on the project hired directly and hired through a third party;
- (c) The wages and benefits of workers on the project by classification; and
- (d) Whether those wages are at rates less than those prevailing.
- (e) The Town must maintain sufficient records to substantiate this information upon request.
- (f) A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. **Copeland Anti-Kickback Act** requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

11. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION**  
**TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT**

**A. Lead-Based Paint Hazards** (Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

**B. Use of Explosives** When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision of direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.



**C. Danger Signals and Safety Devices** The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. They shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

12. **THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.** (P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.S.A 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.
13. **ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED**, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.
14. **THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq.** and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.
15. **MINORITY BUSINESS ENTERPRISES** Referenced in Executive Order #11625, OMB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.
16. **SECTION 319 OF PUBLIC LAW 101-121** The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.
17. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See: § 200.323. See § 200.216. See § 200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
18. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
19. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
20. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.



21. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

22. **Debts Owed the Federal Government.** Any funds paid to Recipient

1. in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award;
2. that are determined by the Treasury Office of Inspector General to have been misused; or
3. that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

23. **Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

24. **Protections for Whistleblowers.**

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

26. **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**The Prime Contractor hereby agrees to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the Bid and thereby award. The contractor acknowledges that they have read and understand said provisions hereto.**

Insert Name Here:

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Authorized Representative:

Title: Date signed:



# **Subcontractor Packet**

## **Subcontractor Checklist**

1.  Certification of the Subcontractor regarding Disbarment
2.  Certification of the Subcontractor regarding conflict of interest
3.  Certification of the Subcontractor regarding EEO and signed EEO Statement
4.  Certification of the Subcontractor regarding Federal Provisions



### SUB CONTRACTOR DISBARRED OR SUSPENSION

Subcontractor: \_\_\_\_\_ Telephone: \_\_\_\_\_ Ext. \_\_\_\_\_

Contact Person: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Tax ID: \_\_\_\_\_

BID PRICE: \$ \_\_\_\_\_ BID DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

PROJECT LOCATION: \_\_\_\_\_ PROJECT # \_\_\_\_\_

**THIS CERTIFICATION IS REQUIRED BY THE REGULATIONS IMPLEMENTING EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, 29 CFR PART 98, SECTION 98.510, PARTICIPANTS' RESPONSIBILITIES. THE REGULATIONS WERE PUBLISHED AS PART VII OF THE MAY 26, 1988 FEDERAL REGISTER (PAGES 19160-19211).**

**3. THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT IT AND ITS PRINCIPALS:**

- e) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
- f) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION, VIOLATION OF FEDERAL OR STATE ANTI-TRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;
- g) ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH 1.B OF THIS CERTIFICATION; AND
- h) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION/PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

**4. WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.**

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NAME AND TITLE, AUTHORIZED REPRESENTATIVE

---

SIGNATURE & DATE





## ***CONFLICT OF INTEREST***

### **2 CFR 200.112 and 2 CFR 200.318**

Conflicts of interest arise when officials or staff stand to benefit either directly themselves or indirectly through business partners or relatives from the awarding or contracting of grant funds. When conflicts of interest arise, ARPA Staff will identify, disclose, and manage them in compliance with Super Circular (2 CFR Part 200.112 Conflict of Interest) and 24 CFR Part 570.611 Conflict of Interest for ARPA.

In the procurement of supplies, equipment, construction, and services by the subrecipients, the conflict of interest provisions in 2 CFR 200.318 shall apply. In all cases not governed by 2 CFR 200.318, this policy will be followed. Such cases include the acquisition and disposition of real property and the provision of assistance by its subrecipients/entities to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

A Conflict of Interest is a real or apparent incompatibility between a person's private interests and his/her public or fiduciary duties. For the purposes of ARPA, the rule is that no persons who are a (n):

- Employee,
- Agent,
- Consultant,
- Officer,
- Elected Official, and/or
- Appointed official

### **OF THE:**

- Town, City or County under the Cumberland County jurisdiction.
- Recipient of ARPA funds (applies to all non-profit agencies)
- Federal Government

***WHO:***

- Exercise or have exercised any functions or responsibilities with respect to ARPA activities, and/or
- Are in a position to participate in decision making process or gain inside information with regard to such activities,

***SHALL NOT:***

- Obtain a financial interest or benefit from an ARPA -assisted activity,
- Have a financial interest in any contract, subcontract, or agreement with respect to a ARPA -assisted activity, or with respect to the proceeds of the ARPA -assisted activity.

Either for themselves or those with whom ***they have business or immediate family ties***, during their tenure or for one year thereafter.

**EXCEPTIONS**

Upon the written request of the recipient, Treasury may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements below:

Treasury will consider an exception only after the recipient has provided the following documentation:

3. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and description of how the public disclosure was made. AND
4. An opinion from the Town's legal advisor must be obtained indicating the interest for which the exception is sought would not violate State or local law.

**IMPORTANT:** *Mere submission of a request for an exception does not authorize a recipient to engage in any activity or enter into any contract that constitute a conflict. An exception is not granted until the subrecipient receives such determination in writing from the Town as instructed by Treasury.*

In order to successfully obtain an exception from Treasury, the following points must be addressed:

- Significant cost benefit or essential expertise to the project.



- Opportunity for open competitive bidding or negotiation
- Person affected:
  - Member of low- or moderate-income class of persons intended to be beneficiaries of the assisted activity.
  - Exception will permit such person to receive same benefits as the class.
- Person affected has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the assisted activity.
- Interest or benefit was present *before* affected person was in the conflicting position.
- Undue hardship to subrecipient or person affected which weighed against public interest served by avoiding the prohibited conflict.
- Any other relevant considerations.

***\*\* CONFLICT OF INTEREST FORMS MUST BE SIGNED BY ADMINISTRATION, STAFF AND BOARD OF DIRECTORS.***

## CONFLICT OF INTEREST

### 2 CFR 200.112 and 2 CFR 200.318

No employee, officer or agent of the Town, or its set a sides community, sub- grantee or subrecipient shall participate in selection, award or administration of contract or conduct business with a vendor if a conflict of interest, real or apparent would be involved.

- A. the employee, officer or any agent
- B. a member of his/her immediate family
- C. his or her partner
- D. an organization, which employs or is about to employ, any of the above, has financial or other interest in the firm selected for award.

Windham's, sub-grantee or subrecipient, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential



contractors, or parties to sub-agreements, vendors, or potential vendors. Depending on gravity, violation of this Conflict of Interest could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

**Non-disclosure Policy** Any Town employee, sub-grantee or subrecipient shall make no disclosure of verbal or written price quotations. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the Town or termination of contractual agreements when a subrecipient/sub-grantee employee is involved.

**Personal Interest** No member of the Town Council or any officer or employee of the Town, sub-grantee or subrecipient shall have a financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract or in the sale to the Town of Windham, sub-grantee or subrecipient or to a contractor supplying the Town of Windham, sub-grantee or subrecipient of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the Town of Windham. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the Town of Windham, sub-grantee or subrecipient found guilty shall thereby forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the Town of Windham, sub-grantee or subrecipient shall render the contract void by the Town.

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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*Employee Print or type Name and Position/Title*

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*Signature*

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*Company Name*

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*Date*



## CERTIFICATION OF SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

### Certification by Subcontractor

Name of Subcontractor: \_\_\_\_\_

Address of Subcontractor: \_\_\_\_\_

Tax ID # of Subcontractor: \_\_\_\_\_

1. Contractor has participated in a previous contract or subcontract subject to the EEO Clause.

\_\_\_\_ Yes                    \_\_\_\_ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

\_\_\_\_ Yes                    \_\_\_\_ No

3. Subcontractor has filed all compliance reports due under applicable instructions, including SF-100.

\_\_\_\_ Yes                    \_\_\_\_ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

\_\_\_\_ Yes                    \_\_\_\_ No

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any contractor or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the contractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

By signing below, you are certifying your answers to the four questions above were truthful:

\_\_\_\_\_  
Name and Title of Authorized Representative (print or type)

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date of Signature



## **EQUAL EMPLOYMENT OPPORTUNITY STATEMENT**

E.O. 11246 requires covered contractors and subcontractors to refrain from discrimination and to engage in affirmative steps to ensure that applicants and employees receive equal employment opportunity regardless of race, color, religion, sex, sexual orientation, gender identity, and national origin. Additionally, E.O. 11246 prohibits contractors and subcontractors from taking adverse action against employees or applicants for asking about, discussing or disclosing their pay or the pay of their co-workers.

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

9. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
10. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
11. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
12. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



13. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
14. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
15. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
16. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Subcontractor Signature

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Date

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Subcontractor Printed Name



**FEDERAL REQUIREMENTS FOR SLFRE**

**23. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any ARPA contract on the basis of familial status, sexual orientation or sex.

**24. REHABILITATION ACT OF 1973**

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**25. SECTION 202 OF EXECUTIVE ORDER 11246** Applicable to Federally assisted construction contracts and related subcontracts. During the performance of this contract, the contractor agrees as follows:

- A. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
- B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.
- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- E. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of



September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
  - (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
  - (c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.

**26. Disbarment & Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**27. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.** Prior to the award of any construction contract or subcontract, the Contractor shall submit signed Certification of Non-segregated Facilities Forms for him/herself and all subcontractors.

**28. THE AGE DISCRIMINATION ACT OF 1975**  
No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

**29. LABOR STANDARDS**  
Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally



Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- A. Specific to ARPA and when it is the sole source of federal funds, Davis Bacon is not applicable UNLESS **the total Projects cost exceed 10 million dollars for:**
  - B. recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
    - (g) The number of employees of contractors and sub-contractors working on the project;
    - (h) The number of employees on the project hired directly and hired through a third party;
    - (i) The wages and benefits of workers on the project by classification; and
    - (j) Whether those wages are at rates less than those prevailing.
    - (k) The Town must maintain sufficient records to substantiate this information upon request.
    - (l) A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

30. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

31. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment



or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

32. **Copeland Anti-Kickback Act** requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency

33. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT**

**A. Lead-Based Paint Hazards** (Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

**B. Use of Explosives** When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision of direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

**C. Danger Signals and Safety Devices** The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. They shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

34. **THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.** (P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.S.A 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

35. **ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED**, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

36. **THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility,



which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

37. **MINORITY BUSINESS ENTERPRISES** Referenced in Executive Order #11625, OMB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.
38. **SECTION 319 OF PUBLIC LAW 101-121** The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.
39. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See: § 200.323. See § 200.216. See § 200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
40. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
41. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
42. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
43. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
44. **Debts Owed the Federal Government.** Any funds paid to Recipient
  4. in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award;
  5. that are determined by the Treasury Office of Inspector General to have been misused; or
  6. that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
23. **Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
24. **Protections for Whistleblowers.**
  - a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below,



information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**25. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**26. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**The Subcontractor hereby agrees to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the Bid and thereby award. The contractor acknowledges that they have read and understand said provisions hereto.**

Insert Name Here:

---

Authorized Representative:

Title:

Date signed:

## EXHIBIT C - LIST OF SERVICE CONNECTIONS

Number	Road	Description	Does parcel abut sewer ROW in GMP 1, 3, 4?	Service Note
5	Sposedo	Warehouse	Yes	
705	Roosevelt Trail	Two Family	Yes	
709	Roosevelt Trail	Manchester School	Yes	
711	Roosevelt Trail	Multi building	Yes	
713	Roosevelt Trail	Multi building	Yes	
715	Roosevelt Trail	Advanced Auto	Yes	
719	Roosevelt Trail	Little Meeting House	Yes	
723	Roosevelt Trail	Church	Yes	
727	Roosevelt Trail	Amatos	Yes	
731	Roosevelt Trail	Dentist	Yes	
733	Roosevelt Trail	Multi building	Yes	
741	Roosevelt Trail	Walgreens/Little Caesars	Yes	Multiple existing building sewers to one septic system
76	Tandberg Trail	Multi building	Yes	
745	Roosevelt Trail	Bangor Savings/Cross	Yes	
749	Roosevelt Trail	Cumberland Farms	No	
753	Roosevelt Trail	Dairy Queen	No	
755	Roosevelt Trail	KFC	No	
759	Roosevelt Trail	Planet Fitness	Yes	2 separate septic existing septic systems - may require low pressure grinder pumps
763	Roosevelt Trail	ATT	No	
765	Roosevelt Trail	North Windham Shopping Center	Yes	Multiple existing septic systems - may require low pressure with grinder pumps
791	Roosevelt Trail	Portland Pie	Yes	Low Pressure System with Grinder Pump
793	Roosevelt Trail	Burger King	Yes	
795	Roosevelt Trail	Windham Mall	Yes	Service to Reny's not included in design. Need to confirm rear system stub.
797	Roosevelt Trail	Hannaford	Yes	Hannaford likely needs permission from Mall to run service from storefront to Mall ROW
799	Roosevelt Trail	Starbucks/Chipotle	Yes	Multiple existing building sewers to one septic system
809	Roosevelt Trail	CN Brown	Yes	
815	Roosevelt Trail	Thai	Yes	Service shared w/ CN Brown 809 Roosevelt Trl
20	Franklin Drive	Home Depot	Yes	
758	Roosevelt Trail	Deering undeveloped	Yes	
762	Roosevelt Trail	Autozone	Yes	
766	Roosevelt Trail	Maine Community Bank	Yes	
770	Roosevelt Trail	Shaw's Plaza	Yes	Multiple existing septic systems
772	Roosevelt Trail	Bank of America	Yes	
778	Roosevelt Trail	Rich Plaza	Yes	Multiple existing septic systems
780	Roosevelt Trail	M&T Bank	Yes	
786	Roosevelt Trail	Vacant	Yes	
790	Roosevelt Trail	McDonalds	Yes	
30	Landing Road	Walmart	Yes	
52	Tandberg Trail	Vacant	Yes	
48	Tandberg Trail	Office	Yes	
1	Landing Road	Key Bank	Yes	
5	Abby Rd	Lake Region Foot & Ankle	Yes	

## EXHIBIT D - TEMPORARY CONSTRUCTION LICENSE

### LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** made by and between the **TOWN OF WINDHAM**, a municipality organized under the laws of the State of Maine, and located at 8 School Road, Windham, Maine 04062 (hereinafter the "**TOWN**") and \_\_\_\_\_ of Windham, ME (hereinafter the "**OWNER**").

**WHEREAS**, **OWNER** owns certain real property located at \_\_\_\_\_, Windham, Maine (hereinafter the "Property"); and

**WHEREAS**, the **TOWN** seeks to access the Property to construct sewer lines, and to connect the Property to the sewer once constructed;

**WHEREAS**, in order to perform said work, the **TOWN** and its agents must work with people and machines within the bounds of the Property owned by the **OWNER**; and

**NOW, THEREFORE**, in consideration of the foregoing and the covenants herein contained, the **OWNER** hereby grants to **TOWN** the following rights in and to the Property:

1. A license to enter in, over and under the Property at reasonable times for the purposes and on the terms and conditions set forth herein;
  - a. Purpose The purpose shall be a right of access by people and machinery for the purpose of constructing and connecting to a sewer main in a location as shown on Exhibit A attached hereto, adjacent to and upon the property owned by the **OWNER**.
    - i. The **TOWN** and its contractor shall be allowed to enter the Property to perform the above-described work for a period beginning April 25, 2025 and ending no later than April 17, 2026.
    - ii. The **OWNER** reserves all other rights not inconsistent or incompatible with the rights granted herein to the **TOWN**.
    - iii. The **TOWN** acquires no other rights in and to the Property via this License Agreement.
  - b. The **TOWN** will obtain any and all necessary Federal, State or Local permits required in connection with the repairs and modifications being conducted.
2. All work shall be done by the **TOWN** at its sole cost and expense in such manner as will not unreasonably interfere with use of the Property. Upon completion of the sewer installation work, all disturbed areas shall be restored to the condition that existed prior to the entry.
3. The **TOWN** shall require any contractors or subcontractors performing work for **TOWN** under the terms of this License to obtain general liability insurance with a minimum amount of \$5,000,000 coverage.
4. The District and its contractors will make efforts to avoid any damage to the drain line in the area and will repair any damage to the drain line should it occur.

**EXHIBIT D - TEMPORARY CONSTRUCTION LICENSE**

5. This License shall expire upon the completion of the restoration and repair of the Property or June 30, 2024, whichever occurs first.
6. This instrument is a License and no provision hereof shall be construed as conveying an easement or any other estate in land.

**IN WITNESS WHEREOF**, the **TOWN** and **OWNER** have set their hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**TOWN OF WINDHAM**

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Witness

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Barry Tibbetts  
Town Manager

**OWNER**

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Witness

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By:  
Its:

## EXHIBIT E- DRAFT CONSTRUCTION CONTRACT

This Contract entered into by and between the Town of Windham hereinafter called the **Owner** and \_\_\_\_\_ hereinafter called the **Contractor** for the following Project: **Sewer Service Connections, North Windham**, Maine.

The **Owner** and **Contractor** agree as follows:

### **ARTICLE 1 PAYMENTS AND COMPENSATION TO THE CONTRACTOR**

**1.1** The Owner shall pay the Contractor to furnish all labor, equipment, materials and incidentals necessary for the construction of the work described (the "Services") in Appendices A and B for the Contract Sum of \$\_\_\_\_\_.

- 1.2** The Contractor's requisition shall contain sufficient detail and supporting information for the Owner to evaluate and support the payment requested.
- 1.2.1** Payments are due and payable twenty-five (25) working days from the date of receipt of a contractor requisition which is approved by the Owner.
- 1.2.2** Provisions for late payments will be governed by Maine Statute, Title 5, Chapter 144, *Payment of Invoices Received from Business Concerns*, and interest shall be calculated at 1% per month.
- 1.2.3** The Town will deduct 5% of the amount of each approved progress payment from the beginning of the project until project completion. 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.

### **ARTICLE 2 TIME OF COMPLETION**

**2.1** The work of this Contract shall be substantially completed on or before **November 30, 2025** with final completion date on or before **April 17, 2026**.

### **ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES**

**3.1** The Contractor shall provide signed, valid, and enforceable certificates of insurance for the coverages and in the amounts contained in Section 2(C) of the RFP, being: (a) Public Liability and Property Damage, in coverage amounts of \$1,000,000.00 for each person and each accident, covering both bodily injury and property damage; (b) Motor Vehicle Public Liability & Property Damage, in coverage amounts of \$1,000,000.00 for each person and each accident, covering both bodily injury and property damage; (c) Umbrella Coverage in the amount of \$4,000,000.00 in the aggregate; and (d) Workers' Compensation insurance as required by law. The Contractor shall procure insurance from a company organized in the United States, licensed, and approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance. The Contractor shall pay all premiums and take all other necessary actions to keep insurance in effect for the duration of the contract obligations. The coverage must include, but is not limited to, products, completed operations, and contractual liability coverage. The contractual liability insurance shall cover the Contractor's obligations to indemnify the Owner as provided in this contract. This policy shall cover wrongful acts, meaning negligent acts, errors or omissions by the Contractor, its subcontractors, sub-consultants, or any entity for whom the Contractor is legally liable, arising out of the performance, or failure to perform services. Each policy shall name the Owner as additional insured. Each policy shall include a provision requiring the carrier to investigate, defend, indemnify, and hold harmless all named insured, including additional insured, against any and all claims, even if groundless. The insurance coverage provided by the Contractor shall be primary insurance with respect to the Owner, its officers, employees, officials, and agents. The Contractor shall promptly

notify the Owner in writing in the event of the cancellation, non-renewal, material modification, or expiration of any of the aforementioned insurance policies, and shall immediately provide the Owner with replacement certificates of insurance.

**3.2** The Contractor shall indemnify and hold harmless the Owner and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of the Services provided by the Contractor under this Contract, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the Owner, its officers, employees, or agents. The Contractor, at its sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the Owner or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this paragraph be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the Owner under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this paragraph shall survive the term of this Contract indefinitely.

**3.3** The Contractor shall comply with all laws, codes and regulations applicable to the work.

**3.4** The Contractor shall acquire all permits and third-party approvals applicable to the Services not specifically identified as provided by the Owner. Costs for Contractor-provided permits and third-party approvals shall be included in the Contract Sum identified in Section 1.1 above; provided, however, that any permitting expenses incurred by the Contractor that are not included in the Contract Sum shall be borne exclusively by the Contractor, consistent with Section 4(B) of the RFP.

**3.5** The Contractor shall remain an independent contractor for the duration of this Contract, shall not become an employee of the Owner, and shall assure that no employee of the Owner will be compensated by, or otherwise benefit from, this Contract. The Contractor further understands that the Contractor shall have no authority, express or implied, to bind or commit the Owner to any agreements or obligations beyond the scope of this Contract, except as specifically authorized by the Owner's Town Manager in writing.

**3.6** The Contractor shall be responsible for any design cost, construction cost, or other cost incurred on the Project to the extent caused by the negligent acts, errors or omissions of the Contractor or their Subcontractors in the performance of work under this Contract.

**3.8** As this work is being completed using funds granted to the Town of Windham under The American Rescue Plan Act (ARPA), The Contractor and each subcontractor will comply with all the requirements of the with PART 200 - Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (Exhibit A)

**3.9** Contractors General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractors warranty and guarantee.

B. Contractors warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

C. Contractors obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractors obligation to perform the Work in accordance with the Contract Documents:

- observations by Engineer;
- recommendation by Engineer or payment by Owner of any progress or final payment;
- the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
- use or occupancy of the Work or any part thereof by Owner;
- any review and approval of a Shop Drawing or Sample submittal;
- the issuance of a notice of acceptability by Engineer;
- any inspection, test, or approval by others; or
- any correction of defective Work by Owner.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

**4.1** The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project. The Owner has established a budget with reasonable contingencies that meets the project requirements.

**4.2** The Owner attests that the award of this Contract meets all procurement requirements, including the solicitation of competitive bids.

#### **ARTICLE 5 MISCELLANEOUS PROVISIONS**

**5.1** This Contract shall be governed by the laws of the State of Maine. Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims, and other matters arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction, being the Portland District Court or Cumberland County Superior Court.

**5.2** The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Contract. Neither party to this Contract shall assign the Contract, in whole or in part, without written consent of the other party, which consent the Owner may withhold without cause. This Contract may only be amended in writing, signed by the authorized representatives of both parties.

**5.3** The Owner may terminate this Contract for cause by providing the Contractor with 7 days' written notice of termination. For purposes of this Contract, cause includes, but is not limited to: the adjudication of the Contractor as bankrupt; the making of a general assignment by the Contractor for the benefit of its creditors; the appointment of a receiver because of the Contractor's insolvency; the Contractor's persistent or repeated refusal to supply enough properly skilled workers or proper materials to complete the Services; the Contractor's persistent disregard of federal, state, or local statutes, laws, codes, rules, regulations, orders or ordinances; and the Contractor's substantial violation of any provisions of this Contract, including but not limited to Contractor's failure to make continued progress in completion of the Services as set forth in Contractor's timeline submitted with its bid, which is incorporated herein by reference. In the event of a termination for cause, the Owner may finish the Services by whatever method it may deem expedient. In such case, the Contractor shall not be entitled

to receive any further payment until the Services are completed. If the unpaid balance of the Contract Sum exceeds the expense of finishing the Services, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor by the Owner. However, if such expense shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner. Further, the Owner may terminate this Contract for convenience upon 30 days' written notice to the Contractor, in which case, the Owner shall pay the Contractor for all portions of the Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the Contractor. In the event that the Owner terminates this Contract for cause and it is subsequently determined that cause did not exist, such termination shall be deemed to be for convenience.

**5.4** Notwithstanding the foregoing, the Contractor acknowledges that certain portions of the Contract Sum may be subject to future appropriations by the legislative body of the Owner. To the extent that such sums are not appropriated in the future, the Owner shall have the option, but not the obligation, to terminate this Contract with immediate effect, while ensuring that all sums owed to the Contractor up to the date of termination are paid within thirty (30) days of said notice.

**5.5** If any provision of this Contract shall be found invalid or unenforceable, the remainder of this Contract shall be interpreted so as best to reasonably effect the intent of the parties. If any provision of this Contract conflicts with any of the exhibits, this Contract shall control.

**5.6** The failure to enforce, or successive failures to enforce any provision of this Contract by either party shall not render the same invalid or impair the right of either party, its successors or assigns, to enforce the same in the event of any subsequent breach.

**5.7** Any notice, demand, or request with respect to this Contract shall be in writing and shall be effective only if it is delivered by personal serve or mailed, certified mail, return receipt requested, postage prepaid, to the other party.

## **ARTICLE 6 CONTRACT DOCUMENTS**

**6.1** The General Conditions of the contract, instructions to bidders, bid form, written specifications and the drawings, and any Addenda, together with this agreement, form the contract. Each element is as fully a part of the Contract as if hereto attached or herein repeated. This Contract, including all documents and exhibits referenced in this Paragraph 6.1, constitutes the entire understanding and agreement of the parties with respect to the subject matter herein and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

The Contract is effective as of the date last executed by the parties.

### **OWNER**

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(Signature) (Date)  
(Printed name and title)  
(Agency name)

### **CONTRACTOR**

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(Signature) (Date)  
(Printed name and title)  
(Contractor company name)