

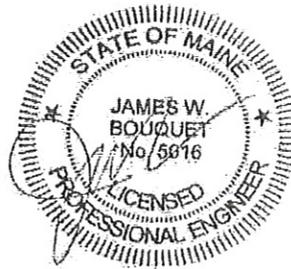


summitenv.com

**IMPACTED SOIL REMEDIATION WORK PLAN
FORMER WEBBER OIL COMPANY PROPERTY
CHAPMAN STREET PROPERTIES
PRESQUE ISLE, MAINE**

Prepared for:

City of Presque Isle
12 Second Street
Presque Isle, Maine 04769



Prepared by:

SUMMIT ENVIRONMENTAL CONSULTANTS, INC.,
640 Main Street
Lewiston, Maine 04240

September 21, 2011

Project No. 11-3168

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Portland, ME 04103
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**IMPACTED SOIL REMEDIATION WORK PLAN
FORMER WEBBER OIL COMPANY PROPERTY
CHAPMAN STREET PROPERTIES
PRESQUE ISLE, MAINE**

On behalf of the City of Presque Isle (Owner), Summit Environmental Consultants, Inc. (Summit) has prepared this Impacted Soil Remediation Work Plan (Work Plan). This Work Plan addresses the removal of petroleum impacted soils and subsequent site restoration activities at the Former Webber Oil Company Property located at 42 Chapman Street in Presque Isle, Maine.

1.0 BACKGROUND AND PREVIOUS INVESTIGATIONS

The Site is located at 42 Chapman Street in the City of Presque Isle, Maine. The Site is comprised of a 0.65-acre parcel of vacant land situated on the east side of Chapman Street. A Site Location Plan is included as Figure 1.

The Presque Isle Tax Assessor's Office currently identifies the Site as Lot 317-24 on Tax Map 31. The lot was formerly utilized as bulk petroleum product storage facility from 1927 to 1997. As shown in Figure 2, the area of impacted soil, identified as Area of Concern 4 (AOC-4) at the Site, is located between Chapman Street and a railroad easement, adjacent to the south of AOC-3.

Adjoining properties include the Former Lavway Parcel to the north, Chapman Road and residential properties to the west, residential properties to the south and the Former Bonville Parcel to the east.

The City of Presque Isle plans to reuse the Site as a parking lot. Accordingly, the soil remediation standard being applied to the Site is field screening with a photoionization detector (PID) and Maine Department of Environmental Protection (MEDEP)-approved "shaker" tests.

1.1 Site History

The Former Webber Oil Company Property was used for residential purposes from 1903 to 1917. The parcel was then used as a bulk petroleum product storage facility with above ground storage tanks (ASTs) present from at least 1927 to 1997. Mr. Ray Cota of Webber Oil Company reported that the facility was not in operation after 1997. The storage facility was dismantled and the buildings demolished in 2005.

1.2 Previous Environmental Investigations

A Phase I Environmental Site Assessment – Webber Oil Company Property, 42 Chapman Road, Presque Isle, Maine was completed by Summit in November 2007. The Phase I Environmental Site Assessment (ESA) revealed the following Recognized Environmental Condition associated with the property:

- The Site has been used as a bulk petroleum facility for over 70 years with underground storage tanks (USTs) and above ground storage tanks (ASTs) on the Site. Petroleum contamination in on-site soils and groundwater has been documented. Additionally, three MEDEP spill reports are associated with the Site.

The following recommendations were made in the Phase I ESA regarding recommended future actions at the Site:

- Complete a subsurface investigation to delineate the extent of petroleum contamination in on-site soils and groundwater exceeding applicable or relevant and appropriate requirements (ARARs), with laboratory analysis for contaminants of concern.
- Complete surface water and pore water investigations to determine if documented petroleum impacts are migrating off-site.

A Phase II Environmental Site Assessment – Chapman Street Properties – Presque Isle, Maine was completed by Summit in June 2008. Properties assessed included the Former Webber Oil Company Property, designated AOC-4 in the Phase II ESA. Known petroleum impacts due to former bulk fuel storage were identified within AOC-4.

Supplemental Site Evaluation – Former Webber Oil Company Property – Presque Isle, Maine was completed by St. Germain-Collins on July 17, 2010. Thirteen (13) test pits (TP-1 through TP-13) were excavated on a 40 foot grid as part of the investigation. Ten of the test pits exhibited PID readings in excess of the MEDEP notification limit of 100 parts per million (ppm) in soils primarily three to six feet below ground surface (BGS). Non aqueous phase liquid (NAPL) (i.e. free product) was observed in TP-111 at the four feet below ground surface. NAPL was not observed in any other test pits. Analytical results indicated that the only surface sample exceeding the applicable Remedial Action Guidelines (RAGs) was from TP-101. Compounds exceeding RAGs for the outdoor commercial worker scenario include Naphthalene, 2-Methylnaphthalene, C19-C36 aliphatic hydrocarbons, and C9-C10 aromatic hydrocarbons. All other compounds detected were below the RAGs for the outdoor commercial worker scenario.

MEDEP conducted additional test pitting at the Site in the vicinity of TP-111 on September 24, 2010 to determine the extent of the NAPL observed in TP-111. It was determined that the NAPL in TP-111 was isolated, as NAPL was not observed in any of the four test pits excavated during the additional assessment.

Copies of the previous environmental investigations are available for viewing on Summit's website (www.summitenv.com).

2.0 PROJECT OBJECTIVE AND SCOPE OF WORK

A limited excavation will be conducted to remove the top 18-inches of soil across the Site. Approximately 50 percent of the excavated material is estimated to be petroleum impacted and would require disposal at the Presque Isle Landfill. Remaining (i.e., non-impacted) soils will be segregated for reuse by the City of Presque. Hauling to either the landfill or the reuse location(s) will be conducted by City of Presque Isle Personnel. City Public Works employees work four ten-hour workdays. Contractors should plan accordingly for trucking of clean and impacted soils from the property.

The Contractor will subsequently restore the Site with a 15-inch thick gravel base and a 3-inch thick course of asphalt paving as depicted on Figure 2. A twenty-foot buffer area of 15-inch thick gravel base, non-woven geotextile and 4-inch thick loam, seed, and mulch is to be completed along the southern portion of the property near Kennedy Brook.

Work shall be performed in accordance with applicable MEDEP, U.S. Environmental Protection Agency (USEPA), U.S. Department of Transportation (DOT) and the Occupational Safety and Health Administration (OSHA) regulations.

2.1 Scope and Sequence of Work

The Contractor's sequence of work will include, but may not be limited to, the following steps:

- A. Notify DigSafe and the Presque Isle Public Works Department. Contractor will be responsible for obtaining and complying with the conditions of applicable permits required for the work. Summit has submitted an application to MEDEP for a Permit by Rule (PBR) to permit soil disturbance and restoration proximal to Kennedy Brook. The Contractor will be responsible for complying with conditions of this permit. A copy of this PBR is posted on the Summit website.
- B. Mobilize to the Site including equipment, water, sanitary facilities, etc.
- C. Furnish and erect a 4 foot by 4 foot project sign on the Site stating that as:
 "Remediation Work is being financed by Brownfields Cleanup Fund Grant Funds received from the USEPA".

 A name and telephone number for an individual to be contacted in the event of questions regarding the work being performed or for the reporting of suspected criminal activities must also be indicated. Additionally, the logos of the following organizations must be visible on the sign:
 - i. USEPA
 - ii. MEDEP
 - iii. City of Presque Isle, Maine
 - iv. Northern Maine Development Commission
 - v. Summit Environmental Consultants, Inc.
 - vi. Contractor
- C. Establish erosion and sedimentation controls (ESCs). ESCs (silt fence) will be installed and properly maintained downgradient of all work activities (i.e., soil removal areas, temporary soil stockpiles, consolidation area and any other soil disturbance areas). ESCs will be in accordance with standards established in the *Maine Sediment and Erosion Control BMPs* (available from the MEDEP). Location and type of ESCs will be subject to review by the Engineer (i.e, Summit) and MEDEP.
- D. Remove chain link fencing from along the western and southern boundaries of the property. Contractor is responsible for disposal of fencing.
- E. Install a Stabilized Construction Exit in accordance with standards established in the *Maine Sediment and Erosion Control BMPs* (available from the MEDEP). The approximate location of the construction exit is shown on Figure 2. Once the soils have been removed from the Site, this exit will be removed and replaced with 15-inches of gravel and 3-inches of pavement as described below.
- E. Remove and load clean soil into City of Presque Isle trucks. Clean soil extent will be determined by Summit oversight personnel. Soils determined to be clean will be hauled off-site by City of Presque Isle personnel for the City's re-use.
- F. Remove and load petroleum-impacted soil into City of Presque Isle trucks. Determination of clean versus impacted soil will be made by Summit onsite personnel using a PID and MEDEP-approved "shaker" test kits.

- G. Contractor will furnish labor and equipment to load soils into City of Presque Isle trucks. The Contractor is responsible to coordinate loading and off-site hauling with the City of Presque Isle Public Works.
- H. Impacted soils will be hauled off-site by City of Presque Isle personnel to the Presque Isle Landfill for disposal. Tipping fees at the Landfill shall be paid for by the City.
- I. Furnish, place and compact a 15-inch thick gravel base in the AOC. Gravel will be Maine Department of Transportation (Maine DOT) 703.06(b) Type "D" gravel. Base gravel will be compacted in 12 inch (maximum) lifts to 95 percent of Modified Proctor Density. The Contractor shall provide base gravel gradation and Modified Proctor Density test results for review by the Engineer. Prior to backfill with gravel, the contractor shall install a marker layer (i.e., geotextile fabric) within the excavation.
- J. Furnish and place a three inch course of hot mix asphalt paving over the gravel base (not including the buffer area described below). Paving will consist of a 1.75 inch thick base of 19 millimeter (mm) hot mix asphalt, with a 1.25 inch thick wearing course of 12.5 mm hot mix asphalt. Refer to Maine DOT standard specifications for hot mix asphalt specifications.
- K. Place 6 ounce non-woven filter fabric 4-inches of loam over the gravel fill in the twenty-foot buffer as shown on Figure 2 and apply grass seed and mulch. Loam (vegetative cover layer) shall consist of loose, friable, and loamy soil material (loam, sandy loam, silty loam, sandy clay loam, clay loam) and shall be free of debris, trash, stumps, rocks, roots, and weeds. Vegetative soil shall be able to support healthy vegetation and shall not contain substances, which may be toxic to humans or plants. The fraction of particles passing through the 10-mesh sieve shall not contain more than 40 percent clay. Organic matter content shall be greater than 3 percent but less than 20 percent by weight, and pH shall be within the range 6.0 and 7.5. Lime shall be added appropriately if the pH is less than 6.0. Soluble salts shall not exceed 500 parts per million (ppm). Grass seed shall be Seed Mixture No. 1 as specified in Table A.2 of the *Maine Sediment and Erosion Control BMPs*. Mulch shall be machine applied wood fiber cellulose.
- L. Restore adjacent properties impacted/disturbed by the work to the satisfaction of the City of Presque Isle including, but not limited to, pavement repair and placement of loam, seed and mulch.
- M. Demobilize from the site including removal of materials, debris, sign, disposable items, etc. Erosion and sediment controls will not be removed until grass growth has been established within work areas.
- N. If accepted as an Add Alternate, the Contractor shall install a 6 foot high chain link fence along Kennedy Brook at the southern border of the property as depicted on Figure 2.
- O. Contractors will provide a Deduct Alternate price for 4-inches of loam, grass seed, and mulch furnished installed in place of the 3-inches of asphalt.

- P. Contractors will provide a Deduct Alternate price for 15-inches of Common Borrow (MDOT 703.18) furnished and installed in place of Type D gravel and non-woven geotextile fabric within the 20 foot wide buffer area.

2.2 Dust Control

- A. The Contractor shall maintain excavations, stockpiles and all other work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance to others.
- B. Temporary methods for dust control consist of sprinkling of water or a dilute solution of water with a biodegradable surfactant (less than 0.05 percent), chemical treatment, or similar methods. Approval of such temporary methods must be granted by the Owner prior to initiation.

2.3 Runoff Control

- A. The Contractor shall prevent removed impacted materials from coming into contact with stormwater and the resulting runoff.
- B. Observed runoff coming in contact with these materials shall be immediately contained (sediment booms, check dams, soil dikes, etc.). Contaminated runoff must be prevented from reaching off-site drainageways. The Contractor shall be responsible for all costs associated with controlling and, if necessary, clean-up/remediation resulting from stockpile and excavation area runoff.
- C. Contractor shall isolate Kennedy Brook from potential runoff from the excavation area including, but not limited to, use of erosion and sediment controls, maintaining a buffer strip, diversion dike, etc.

2.4 Security and Site Access

- A. The Contractor is responsible for Site access control and security and will implement security measures as appropriate.

2.5 Health and Safety

- A. The Contractor shall develop and implement a Contractor's Health and Safety Plan (CHASP) for all workers engaged in the Work under this Contract. The purpose of the CHASP is to establish site-specific health and safety requirements for protecting the health and safety of personnel during activities conducted on site.

The CHASP will address, but may not be limited to, exposure to impacted soils, routine site activities, and excavation safety and contingency measures for foreseeable instances that could pose a serious health hazard. The CHASP shall address Contractor and Subcontractor(s) worker protection and their activities at the site.

- B. Contractor and Subcontractor personnel working on site shall be required to use basic protective equipment consisting of suitable work clothing as dictated by type of work and weather including, hard hats, steel-toed and steel-shank safety boots, and any other protective equipment applicable or required for the task being performed (e.g., work gloves, eye and/or ear protection, etc.).

- C. The Contractor shall furnish and implement the proper use of all health and safety equipment including protective clothing, respirators and monitoring instruments as identified in the Contractor's HASP.
- D. The Contractor shall designate a person as Site Safety Officer (SSO) who is trained in first aid, safety and protective equipment, and air monitoring instruments. The SSO shall be responsible for monitoring for safe working conditions and overseeing that the appropriate safety and protective equipment is available at the site.
- E. The Contractor shall provide such equipment and medical facilities as are necessary to supply first aid to anyone who may be injured in connection with the Work and shall provide for the capability of immediate removal and hospitalization, if required.
- F. The Contractor shall be responsible for adherence and compliance with all MEDEP, U.S. EPA, OSHA and DOT regulations regarding excavation and handling of clean and impacted soil materials/items.

3.0 SCHEDULE

- A. All work associated with this contract shall be completed within 25 calendar days from site mobilization. A workday is defined as Monday through Friday, from 7:00 AM until 5:00 PM.
- B. Contractor shall coordinate with the City Public Works schedule for hauling of soil.
- C. The Contractor shall submit to the Owner a schedule of the work with their bid.
- D. Anticipated project schedule is as follows:
 - 1. Pre-Bid Meeting: Friday, September 23, 11:00 am at 42 Chapman Street
 - 2. Bids Due: Wednesday, September 28, 2011, 2:00 PM
 - 3. Notice of Award: Friday, September 30, 2011
 - 4. Commence Work: Monday, October 3, 2011
 - 5. Project Complete: Friday, October 28, 2011 (25 calendar days)

4.0 PROJECT MEETINGS

- A. A Pre-Construction meeting will be scheduled following Contractor selection. Attendees will include the Contractor (Project Manager and Superintendent) and representatives of the Owner.
- B. Project progress meetings will be conducted as deemed necessary by the Owner and/or the Contractor.

5.0 PROJECT DOCUMENTATION

- A. The Contractor shall provide copies of their CHASP to the Owner's representative.
- B. The Contractor shall provide an updated schedule of planned work activities as necessary.

6.0 CONTRACT ADMINISTRATION

6.1 Measurement and Payment

- A. This project will be bid by the Contractor on a lump sum basis. The base bid lump sum cost will include furnishing necessary labor, materials, equipment, permitting, etc. to complete the Scope of Work detailed in Section 2.1 of this Work Plan.
- B. Considering the 25 calendar day duration of the project, the Contractor shall submit one Application for Payment for the project. Payment shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit. The Contractor shall submit a Final Waiver of Lien with the Application for Payment.
- C. The Contractor shall promptly pay each subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such subcontractor's work, the amount to which said subcontractor is entitled. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to its subcontractors in a similar manner.
- E. A final inspection of the property will be made by the Owner's representative and the Contractor to determine whether the specified work has been completed.
- F. A draft Owner-Contractor Agreement is included in Appendix C.

6.2 Provisions for Extra Work

- A. All extra work under this Contract shall be performed under change orders to the original contract and issued by the Owner.
- B. The Contractor shall not start any extra work until the prices for the extra work involved and the amount of extension of contract time, if any, resulting from the extra work have been agreed upon, or compensation has been established, in writing, by the Owner and the Contractor.
- C. The Owner shall have the right, by verbal instructions, to make minor changes in the Scope of Work not involving additional cost and not inconsistent with the purpose of the original Scope of Work.
- D. All extra work involving cost or changes in the scope of the Work shall be previously agreed to and as ordered in writing by the Owner. No claim for a change to the Contract Price shall be valid unless so ordered.

7.0 BIDDING REQUIREMENTS

7.1 Site Investigation

- A. By submitting a bid, the Contractor acknowledges that they have investigated and are satisfied as to:
 - 1. The conditions affecting the work including, but not limited to, physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric or other utilities or otherwise affect performance or required activities.

2. The character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Owner or a designated consultant, as well as information presented in this Work Plan and previous environmental investigations. Any failure by the Contractor to acquaint themselves with available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

7.2 Pre-Bid Meeting

- A. Bidders shall attend a pre-bid meeting to be held at the jobsite located at 42 Chapman Street, Presque Isle, Maine, on **Friday, September 23, 2011 at 11:00 A.M.** Attendance at this meeting by the Bidder or his qualified representative is a mandatory prerequisite for the acceptance of a bid from that Contractor.

7.3 Discrepancies and Explanations

- A. Should a bidder find discrepancies in the Work Plan or be in doubt as to the meaning or intent of any part thereof, the bidder must, no later than two days prior to the bid opening, request clarification from the Owner's representative. Discrepancies with regard to conflicts between the Contract Documents and applicable Federal, State, or Local regulations or requirements shall be included herein. Failure to require such clarification is a waiver to any claim by the Bidder for expense made necessary by reason of later interpretation of the Contract Documents by the Owner.
- B. Explanations desired by a prospective Bidder regarding this Work Plan, drawings or other bid documents shall be requested via email no later than two days prior to the bid opening. Requests shall include the project name and shall be directed to:

John K. Cressey
Summit Environmental Consultants, Inc.
434 Cony Road
Augusta, Maine 04330
jcessey@summitenv.com
Tel: (207) 621-8334
Fax: (207) 626-9094

- C. Oral explanations or instructions will not be binding. Only written addenda are binding. Any addenda resulting from these requests will be emailed to all listed holders of the Bid Documents no later than one day prior to the bid opening. The Bidder shall acknowledge the receipt of all addenda on the Bid Form.

7.4 Modification and Withdrawal of Bids

- A. Withdrawal or modifications to bids are effective if written notice thereof is filed prior to time of bid opening and at the place specified in the Notice of Bidders. A

notice of withdrawal or modifications to a bid must be signed by the Contractor or his designated representative.

- B. No withdrawal or modifications shall be accepted after the time for opening of proposals.

7.5 Bid Security and Bonds

- A. Bid security (10%) will be required for this project; Performance and a Materials Payment Bonds will be required for this project.

7.6 Insurance requirements

- A. The Contractor shall purchase and maintain insurance to protect from claims that may arise out of the result from activities under this contract, whether those activities are performed by Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- B. The Insurance required shall be written for not less than the following, or greater if required by law.

1. Workmen's Compensation: State Statutory Coverage
2. Comprehensive General Liability (including Premises Operations; Independent Contractor's protective; Products and Completed Operations; Broad Form Property damage; and Pollution):

Bodily Insurance	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
3. Contractual Liability (Hold Harmless Coverage):

Bodily Injury	\$2,000,000 each Occurrence
Property Damage	\$2,000,000 each Occurrence
	\$2,000,000 Aggregate
4. Comprehensive Automobile Liability (owned, non-owned, and hired):

Bodily Insurance	\$500,000 each Occurrence
	\$1,000,000 Aggregate
Property Damage	\$500,000 each Occurrence

- C. Certificate of Insurance acceptable to the Owner (naming Owner as an insured party) shall be filed with the Owner prior to commencement of the work. Summit Environmental Consultants, Inc. shall be named as additional insured.

- E. As a prerequisite to signing the contract and not later than the Preconstruction Meeting date, the Bidder shall have furnished Certificates of Insurance and required bonds.

7.7 Licenses and Qualifications

- A. Bidders must be licensed as required by Construction Firm Law of Maine.

7.8 Federal Regulations

The CONTRACTOR agrees to abide by Federal Regulations including:

- A. Equal Employment Opportunity - The provisions of Executive Order 11246 concerning equal employment opportunities.
- B. Civil Rights - Title VIII of the Civil Rights Act of 1968 barring discrimination upon the basis of race, color, creed, sex, or national origin.
- C. Federal Labor Standards - Established minimum wage rates and fringes (Davis-Bacon Act) apply for Aroostook County, Maine. Current rates for Heavy construction in Aroostook County, Maine are provided in Appendix B. The Contractor will comply with these rates and fringes (as a minimum and all Davis Bacon Reporting Requirements).
- D. Copeland Act (Anti-Kickback) - Employees be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account except "permissible" salary deductions the full amounts due at the time of payments computed at wage rates not less than those contained in the wage determination issued by the Secretary of Labor.
- E. Contract Work Hours and Safety Standards Act - As established in Section 103 and 107 - in excess of eight hours in a calendar day or in excess of forty hours in such work week - compensation at a rate of one and one-half times the basic rate.
- F. Compliance with Laws and Regulations - The Contractor shall comply with all Federal and State laws and regulations including current OSHA requirements throughout the Contract period.
- G. No elected or appointed official or employee of the City of Presque Isle and no member of any municipal board or committee which exercises any decision-making functions with respect of the Community Development Programs, shall participate in negotiating or shall exercise any influence in awarding or administering any contract in which he has a direct or indirect pecuniary interest as that term is defined by 30 M.R.S.A. Section 2250.

7.9 Rejection of Bids

- A. Notwithstanding any other provision to the contrary, the Owner reserves the right to accept any bid; to reject any or all bids; to waive any informality or irregularity in any bid or in the bid process; to make determinations as to acceptable bids, or quality and suitability of items; to call for re-bids; and to negotiate with any bidder or vendor, when, the Owner in its sole discretion, determine it to be in their best interest to do so.

7.10 Bidding

- A. All perspective bidders shall visit the project site prior to preparing bids. Summit will conduct a Pre-Bid Meeting. Attendance at this Pre-Bid Meeting, by perspective bidders, is mandatory. All prospective bidders shall visit the project site prior to preparing and submittal of bids.
- B. Bids will be submitted on the Bid Form included as Appendix A.

- C. Two copies of the bid submittal package are due to the City of Presque Isle by 2:00 P.M. on September 28, 2011. Bids will be addressed to the attention of:

**City of Presque Isle
City Clerk
12 Second Street
Presque Isle, Maine 04769**

RE: Former Webber Oil Company Property Soil Removal

- D. Fax copies of the bid will not be accepted.
- E. Bidders shall submit the following documentation with the completed Bid Form:
- Bid Bond
 - Proposed Project Schedule
 - Labor and equipment unit (hourly) rates
 - Subcontractor List
 - Bidder's Qualifications

8.0 PRECONSTRUCTION PERIOD

8.1 Contract

- A. A tentative date for Notice of Award is September 30, 2011.
- B. The successful bidder will contract directly with the Owner.

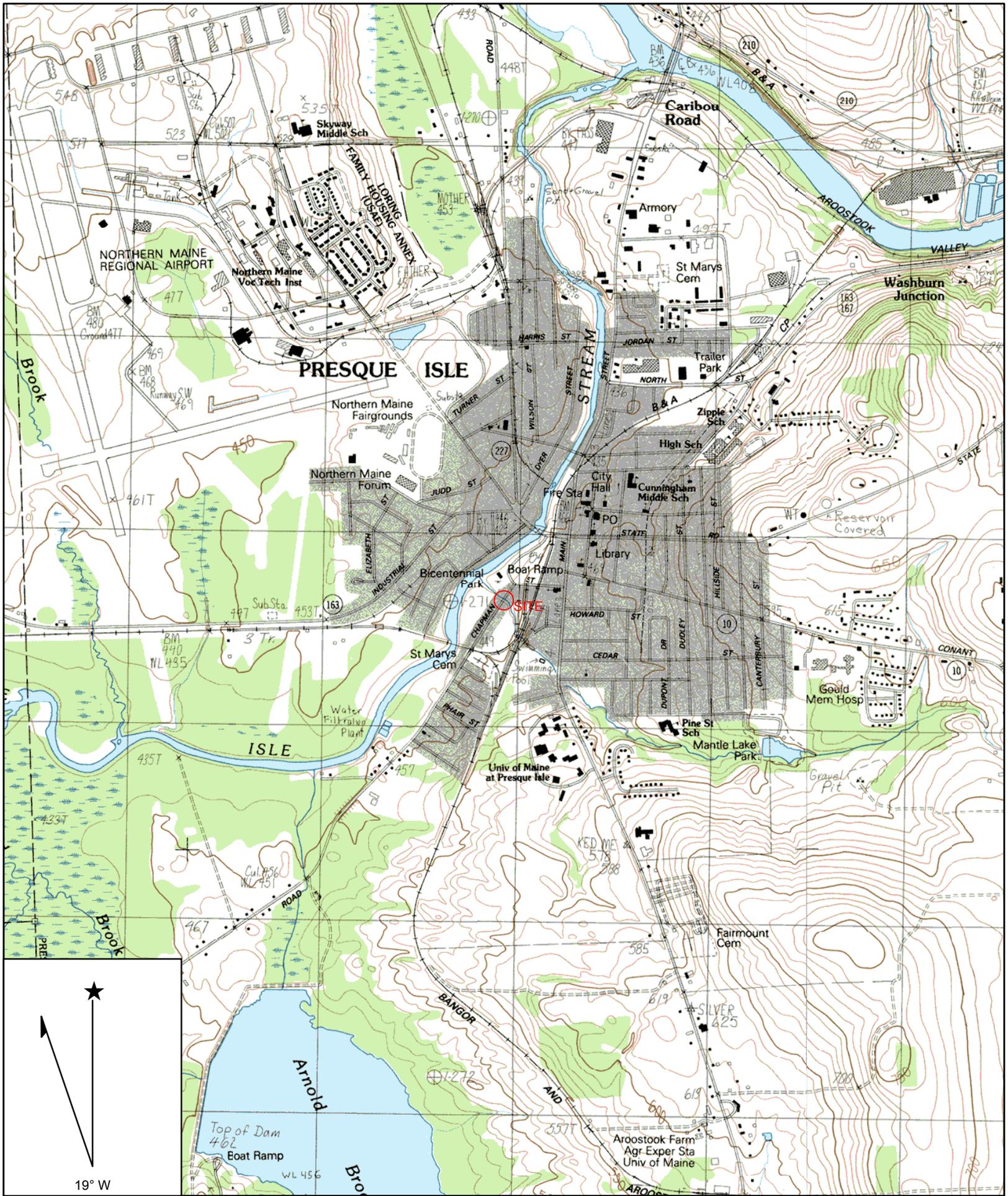
8.2 Preconstruction Meeting

- A. A pre-construction meeting will be conducted by the Owner prior to commencement of work by the Contractor.

8.3 Preconstruction Submittals

- A. Preconstruction submittals will be submitted for review to the Owner's Representative a minimum of two days prior to the Pre-construction Meeting. These submittals include, but may not be limited to:
1. Executed Owner-Contractor Agreement.
 2. Certificate of Insurance.
 3. Performance and Payment Bonds
 4. CHASP.

SITE PLAN

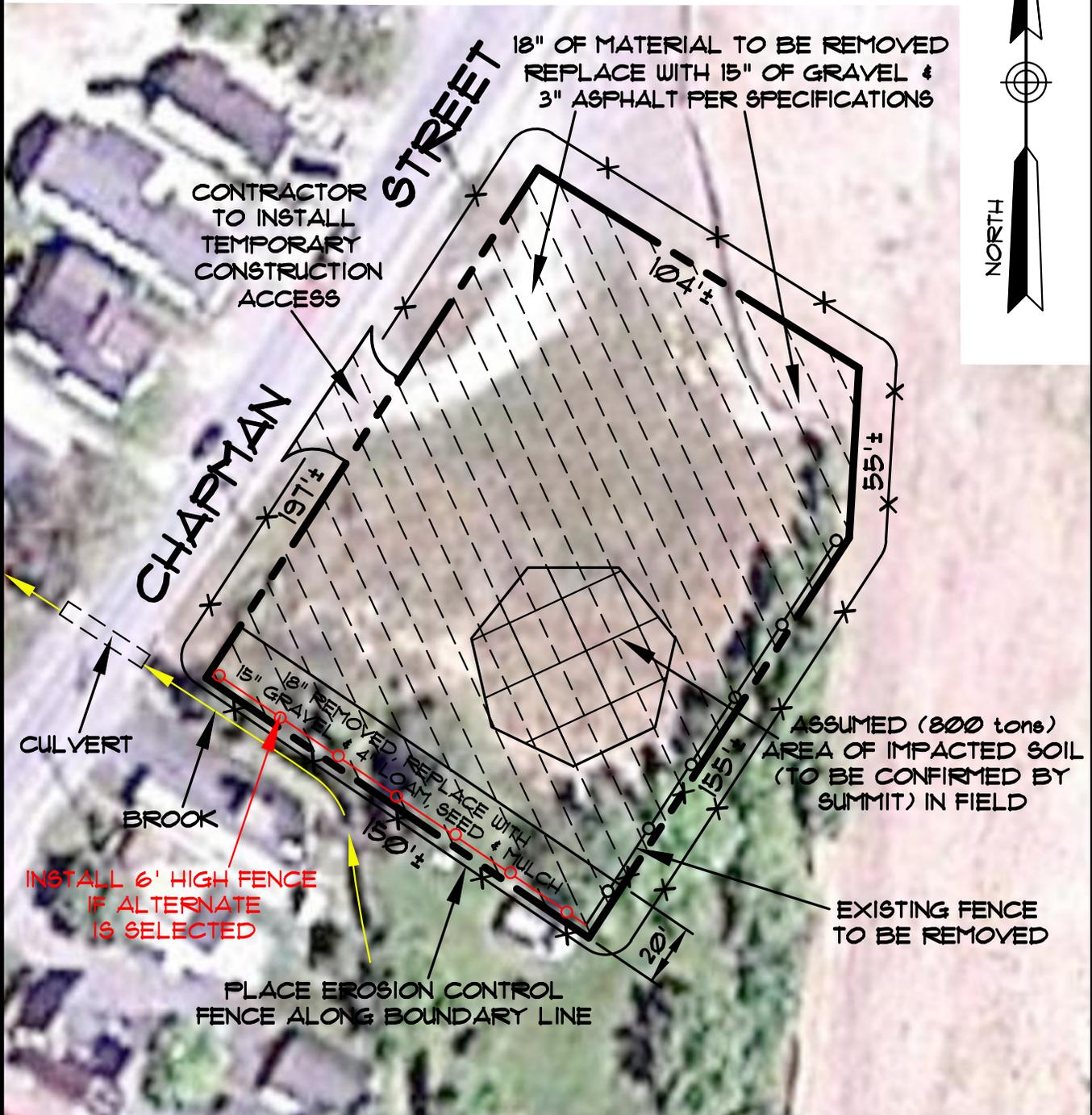


Name: PRESQUE ISLE
 Date: 7/3/2008
 Scale: 1 inch equals 2000 feet

Location: 046° 40' 41.6" N 068° 01' 13.1" W
 Caption: FIGURE 1: SITE LOCATION
 CHAPMAN STREET PROPERTIES
 PRESQUE ISLE, MAINE

NOTES

- 1) CONTRACTOR TO LIVE LOAD CITY OF PRESQUE ISLE TRUCKS.
- 2) CITY TO PAY TIPPING FEE AT LANDFILL FOR IMPACTED SOILS DISPOSAL.



SITE PLAN
ENVIRONMENTAL SITE REMEDIATION
 CHAPMAN ROAD - PRESQUE ISLE, ME
 PREPARED FOR
CITY OF PRESQUE ISLE

DATE: SEPT. 2011	DRAWN BY: KRF	CHECKED BY: JKC
JOB: 11-3168	SCALE: 1" = 50'	FILE: 11210 ESA (SGS)



640 MAIN ST.
 LEWISTON, MAINE 04240

Tel.: (207) 795-6009
 Fax: (207) 795-6128

APPENDIX A

BID FORM

City of Presque Isle

REQUEST for BID

Section 1. General

The City of Presque Isle (City) cordially invites bids from qualified individuals and firms (Bidder) for Impacted Soil Removal at the former Webber Fuel property. The work generally consists of providing labor, materials and equipment according to the technical specifications in the attached Work Plan.

Section 2. Standard Conditions

1. The Bidder shall be responsible for all taxes, fees, and permits required of this bid.
2. The Bidder shall be responsible for the proper disposal of any trash generated by this bid.
3. The Bidder shall serve in the capacity of an independent contractor and shall not be deemed an employee or representative of the municipality. The Bidder understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the City, and for whom no retirement benefits, medicare, survivor benefit insurance, group life insurance, vacation, and sick leave, worker's compensation, unemployment, and similar benefits available to City employees will accrue. The Bidder further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be furnished to the Bidder for his Income Tax records.
4. Unless otherwise stated, all bids shall be in a lump sum basis, FOB Presque Isle, in U.S. funds.
5. Any bids received after the date and time of opening will be rejected and returned unopened to the Bidder.
6. Unless otherwise stated, all bids shall be submitted on the bid form supplied by the City.
7. The City Manager shall have the authority to reject any or all bids and to waive any informalities as he deems necessary. The City Manager shall retain the right to determine what constitutes an informality. In his/her decision, the City Manager may consider if other bidders are placed at a disadvantage by its decision. In all cases, the decision of the City Manager shall be final.
8. Fax bids will not be accepted.
9. No bid may be withdrawn for a period of 15 days after the bid opening.

10. The Bidder shall be responsible to provide all labor, materials, and equipment necessary to perform the work or supply the material(s) requested in this bid and shall insure a timely completion of the work involved or the material(s) supplied in conformance with generally work standards. All work shall be in conformance with all applicable local, state, and federal laws, ordinances, rules, and regulations.
11. The Bidder shall not sublet, sell, transfer, assign, or otherwise dispose of this agreement or any portion thereof, or of his right, title, or interest therein, without written request to and written consent of the City Manager, except to a bank. No sub-contracts or transfer or agreement shall in any case release the Bidder of his liability under this agreement.
12. The performance of work or the delivery of material under the contract may be terminated by the City in whole, or from time to time, in part whenever for any reason the City Manager shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Bidder of a Notice of Termination specifying the extent to which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall be terminated on the contract end date.
13. The Bidder agrees to indemnify, defend, and save harmless the City, its officers, agents, and employees from any and all claims and losses accruing or resulting from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Bidder in performance of this contract and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
14. Any and all notebooks, maps, plans, working paper or other work produced in the performance of this contract are the property of the City.
15. Failure to provide requested information at the time the bid is submitted may result in the bid being rejected.
16. Low bid will be determined based upon the Base Bid.

Section 3. Bidder Qualifications

Each bidder must meet the following qualifications:

1. The Bidder must have performed similar soil removal and paving projects.

Section 4. Submitting a Bid

All bids must be submitted in a sealed envelope clearly marked "IMPACTED SOIL REMEDIATION, FORMER WEBBER OIL COMPANY PROPERTY, CHAPMAN STREET PROPERTIES PRESQUE ISLE, MAINE" on the outside of the envelope. Bids must be received September 28, 2011 at 2:00 pm local prevailing time at the City Clerk's Office, 12 Second Street, Presque Isle, Maine 04769-2459. Any questions pertaining to this bid shall be directed to John Cressey of Summit Environmental at (207-740-6880).

All bids will be opened and read aloud in public on Wednesday, September 28, 2011 at 2:00 pm at the above address. Bidders are welcome to attend the bid opening.

Section 5. Instructions to Bidders

Bidder Qualifications: The statement of bidder's qualifications (Attachment A) must be completed and submitted with the bidder's proposal. Failure to do so may result in disqualification.

Contract Award and Funding: Services under this contract will be funded by the City of Presque Isle and will be subject to all their applicable requirements.

Exceptions: *Exceptions to the specifications are to be listed separately, attached to and submitted with the bidder's proposal.* If the services offered by a bidder under the specifications meets the specifications except for minor factors or reasonably small amounts in dimensions, and if it is determined by the City that these minor variations from the specifications do not prevent the services being bid from performing as satisfactorily or from being as good as services fully meeting these specifications, then those minor variations in specifications may be waived by the City, if it deems it to be to its advantage, and the services with the waived variations in specifications will be accepted as fully meeting these specifications.

Verbal Agreements: No verbal agreements or conversations with any agent or employee of the City either before or after execution of the contract shall affect or modify any of the terms or obligations contained in any of the contract documents.

Tax Exemption: The City of Presque Isle is exempt from payment of taxes imposed by the State of Maine and/or the Federal Government. Such taxes must not be reflected in the bid price.

Timing of the Work: The project is expected to be completed within 25 calendar days after the notice of award of the bid.

Payment Schedule: Payment will consist of a lump sum payment upon receipt of an invoice at the completion of the project.

SECTION 6: BID AND PERFORMANCE BONDS

You must furnish to following bonds satisfactory to the City:

*The purpose of the **Bid Bond** is to protect the City should you elect not to undertake the project. The City will then be paid the difference between your bid and the next lowest bid.*

***Performance and Material Payment Bonds** in an amount equal to the contract price, These bonds must be obtained prior to signing this agreement. The purpose of the performance and payment bonds is to make money available to the City in the event that you do not complete part or all of your duties under this contract. The money will be used to get the work completed. A copy of the bond shall be included in the bid.*

STATEMENT OF BIDDER'S QUALIFICATIONS
(If desired, the bidder may submit additional information.)

1. Name of Bidder: _____

Bidder is: Corporation () Partnership () Individual ()

2. Permanent Main Office Address: _____

3. Federal ID Number (Employer's ID No.): _____

4. When organized: _____

4. If a corporation, where incorporated? _____

5. How many years have you been engaged in business under your present firm or trade name? _____

6. Similar Projects Completed:

7. Similar Projects Under Construction:

9. A financial statement may be required of the successful bidder prior to award.

The Undersigned hereby authorize and requests any person, firm, or corporation to furnish any information requested by the Sponsor in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Attest

Name of Bidder: _____

By: _____

Title: _____

Dated: _____

BID FORM

Deadline: September 28, 2011, 2:00 PM

Submit to: City Clerk
12 Second Street
Presque Isle, ME 04769-2459

Company name: _____

Address: _____

Telephone/Fax: _____

The following bid is submitted in response to the Request for Bid To Provide Impacted Soil Removal at the former Webber Fuel Property.

The undersigned certifies that the information provided on the Bid Form is correct and that the Equipment bid meets or exceeds the specifications.

Have all specifications been met? _____yes _____no If no, have all deviations been listed on a separate page attached to this Bid Form? _____yes _____no

Base Price Bid without Impacted Soil Tipping Fees: \$_____

Add Alternate #1 – Install 6’ high chain link fence on southern boundary of Site.

\$_____

Deduct Alternate #1 – Cost difference between 4” loam, grass, and mulch and 3” asphalt installed on-site.

\$_____

Deduct Alternate #2 – Cost difference between 15” common borrow and 15” gravel installed in the buffer area.

\$_____

Signature: _____

Date_____

Printed Name: _____

By affixing my signature I certify that I have the authority to submit and bid and further certify that this bid meets or exceeds all requirements of the bid.

APPENDIX B

DAVIS-BACON WAGE RATES

General Decision Number: ME100017 08/26/2011 ME17

State: Maine

Construction Type: Heavy

County: Aroostook County in Maine.

HEAVY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	04/08/2011
1	06/03/2011
2	08/26/2011

IRON0007-019 03/16/2011

	Rates.	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 20.87	19.37

LABO0327-004 06/01/2010

	Rates	Fringes
LABORER: Common or General (Industrial Work Only).....	\$ 16.62	14.35

* PLUM0716-002 08/01/2011

	Rates	Fringes
PIPEFITTER (Industrial Work Only).....	\$ 24.58	14.13

SUME2011-001 03/16/2011

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 15.15	3.99
ELECTRICIAN.....	\$ 17.30	1.78
LABORER: Pipelayer.....	\$ 10.90	0.60
LABORER: Common or General, Excluding Industrial Work.....	\$ 11.06	0.00
LABORER: Flagger.....	\$ 8.50	0.00
LINE CONSTRUCTION: Lineman.....	\$ 39.66	12.09
MILLWRIGHT.....	\$ 16.76	7.26
OPERATOR: Asphalt Paver.....	\$ 15.19	4.65
OPERATOR: Asphalt Roller.....	\$ 18.22	8.71
OPERATOR: Bulldozer.....	\$ 13.12	2.14
OPERATOR: Crane.....	\$ 22.70	6.40

OPERATOR: Drill.....	\$ 16.04	5.01
OPERATOR: Excavator.....	\$ 16.10	3.40
OPERATOR: Loader.....	\$ 12.04	1.12
OPERATOR: Mechanic.....	\$ 16.38	4.97
OPERATOR: Roller.....	\$ 10.82	0.85
OPERATOR: Backhoe/Trackhoe.....	\$ 14.50	3.53
TRUCK DRIVER: Servicer.....	\$ 10.84	4.47
TRUCK DRIVER.....	\$ 11.33	0.72

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

=====
 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

 --
 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

 --
 WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the

response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

APPENDIX C

PROPOSED OWNER-CONTRACTOR AGREEMENT

CONTRACTOR AGREEMENT

This Agreement entered into as of this ___ day of ___, 2011 by and between _____ (contractor) with an office at _____, a corporation (hereinafter referred to as the "Contractor") and The City of Presque Isle, Maine with an office at 12 Second Street, Presque Isle, Maine 04769, (hereinafter referred to as the "Owner").

ARTICLE I - WORK AND CONSIDERATION. Contractor agrees to provide the labor, materials and equipment and to perform the following work pursuant to the terms of this Agreement and for the consideration set forth below:

A. Description of Work: Former Webber Oil Company Impacted Soil Remediation Project in Presque Isle, Maine. Work in accordance with Impacted Soil Remediation Work Plan - Former Webber Oil Company Property - Chapman Street Properties - Presque Isle, Maine consisting of the Base Bid and Add Alternate No. _____.
B. Work to commence and to be completed on or before
C. Specifications attached: [] Yes [X] No
D. Contract price: Lump Sum
(i) Per unit:
(ii) Total job:
(iii) Other basis:
E. Payment schedule (subject to statutory retainage required by applicable law, presentation of evidence of payment to labor and materialmen, and acceptance of work by Owner):

ARTICLE II - OWNER FURNISHED EQUIPMENT. Owner will furnish without charge, or will lease to Contractor at the rates shown in this Article II, the following materials or equipment for use by Contractor in performing the work described in Article I:

Description of Equipment or Materials Furnished by Owner:
Owner will be responsible for transport, payment, and final disposition of clean and impacted soil materials excavated and loaded by the Contractor.

ARTICLE III - PERFORMANCE BOND. If checked [], prior to commencement of work hereunder, Contractor shall furnish to Owner a performance and payment bond, underwritten by a corporate surety satisfactory to Owner, in the penal sum of one hundred percent (100%) of the amount of this Agreement as security for the faithful performance of this Agreement and for the payment of all persons, firms or corporations to whom Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature employed or used by it in performing the work. The bond shall contain any applicable statutory language and shall meet any applicable statutory requirements to protect

Owner's property from any lien, claim or suit resulting from Contractor's failure to make the payments referred to in this Article III.

ARTICLE IV - INDEPENDENT CONTRACTOR. The work and labor herein provided for shall be performed and furnished by Contractor as an independent contractor and under the sole supervision, management, direction and control of Contractor in accordance with the terms and conditions of this Agreement. Contractor will have full control over employees it may see fit to employ to assist in performance of this Agreement including, but not limited to, the hiring, firing and supervision of such employees of Contractor. All work will be completed in a good, workmanlike and lawful manner. Contractor further agrees that the work to be performed by Contractor shall meet with the approval of Owner's engineers or designated representatives but that the detailed manner and method of doing same shall be under the control of Contractor.

ARTICLE V - INSPECTION AND ACKNOWLEDGEMENT. Contractor represents that it has inspected and thoroughly examined the premises or property where or upon which the work is to be performed. Contractor's failure to inspect and examine the premises or property resulting in its subsequent inability to perform the work hereunder shall in no way relieve it of the obligations of this Agreement.

Contractor acknowledges and is aware that the facility at which it is performing work contains residential, commercial, industrial and/or other waste materials, and Contractor knowingly and voluntarily assumes all risk of injury and damage to Contractor and Contractor's property, employees, subcontractors and others working for the Contractor, caused by exposure to such waste materials while at the facility. Contractor agrees to advise fully all of its employees, subcontractors and others working for the Contractor at the facility, of the facility risks and of all necessary environmental, safety and health procedures required by applicable state or federal law, regulation or order or required by the Owner.

ARTICLE VI - CONTRACTOR'S FAILURE TO PERFORM. In the event Contractor fails to commence said work within the time specified, or having begun said work abandons it for any reason, suspends or refuses to continue it, or defaults in any manner in the performance under the terms of the Agreement for a period of five (5) days (unless Contractor is prevented from continuing for reasons beyond its control), the Owner shall have the right to take over said work and complete it or have said work completed by another in any reasonable manner at Contractor's expense.

ARTICLE VII - CONTRACTOR'S INDEMNITY AND INSURANCE. Contractor agrees to defend, hold harmless and unconditionally indemnify Owner, and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs, expenses (including attorney's fees and expenses of investigation), claims and damages which Owner may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property or both or contamination of or adverse effects on the environment, or any violations of laws or regulations, of Contractor or Owner or employees of either party, or to any other parties, in any manner caused by or resulting from Contractor's breach of this Agreement or acts or failures to act by Contractor or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury or death to the extent caused by the negligence of Owner.

Contractor further agrees at all times during this Agreement to maintain in full-force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage, including contractual liability coverage for the above hold harmless provisions, and other insurance as specified by Owner. All of such policies shall be endorsed to name Owner, and all of its Affiliates, as additional insureds and such insurance shall be by insurers and for policy limits acceptable to Owner and before commencement of work hereunder and on an annual renewal basis Contractor agrees to furnish Owner certificates of insurance or other evidence satisfactory to Owner to the effect that such insurance has been procured and is in force. The certificate of insurance shall accurately reflect the insurance coverages, including any and all limitations, exclusions and restrictions and provide that in the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice shall be given the certificate holder. As used above in this Article VII, the term "Affiliates" means any corporation, partnership or other recognized entity that directly, or indirectly, controls, or is controlled by, or is under common control with Owner.

For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits (which may be a combination of primary and excess coverage) specified below:

<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Employer's Liability	\$2,000,000 each Occurrence
General Liability, Including Bodily Injury, Pollution Liability Property Damage and Contractual Liability	\$2,000,000 each Occurrence
Automobile Liability, Including Bodily Injury and Property Damage	\$1,000,000 each Occurrence

The insurance required under this section shall name the Owner as an additional insured for the indemnity obligations under this contract (with the exception of Worker's Compensation insurance). The insurance policies shall contain a provision extending coverage on a primary basis to the Owner for liabilities assumed under this contract. All policies shall contain a waiver of subrogation in favor of the Owner. The Worker's Compensation insurance shall provide an Alternate Employer endorsement in favor of the Owner. The Automobile Liability policy shall provide Motor Carrier Act Endorsement (MSC-90) and a Broadened Pollution endorsement (CA 9948) and shall cover all owned, hired and non-owned automobiles. Limits required may be satisfied by primary policies plus umbrella/excess liability.

ARTICLE VIII - COMPLIANCE WITH LAWS. In the performance of its work hereunder, Contractor agrees to comply with all applicable federal, state, provincial and local laws and ordinances and all lawful orders, rules and regulations of any constituted authority, including but not limited to, social security and income tax withholding laws, employment compensation laws, environment, safety and health laws.

Contractor represents and warrants that it has all necessary permits, licenses and other forms of documentation, and its personnel have received all necessary training including, but not limited to, health and safety training, required to perform services hereunder and, upon request of Owner, contractor shall furnish copies and/or evidence thereof to Owner.

ARTICLE IX - RISK OF LOSS. Until written acceptance of the work by Owner, all risk of loss, injury or destruction by any cause other than the negligence or willful misconduct of Owner shall be borne by Contractor. Responsibility of Contractor shall extend to materials and equipment furnished or leased by Owner to Contractor under this Agreement.

ARTICLE X - PATENTS AND TRADE SECRETS. Contractor agrees that it will not at any time, either while engaged hereunder by Owner or afterwards, make any outside use of, or disclose to any other person or organization, except as authorized in writing by Owner, any information, whether patentable or not, regarding plans, programs, facilities, processes, products, costs, equipment, operations or customers which comes within the knowledge of Contractor in the performance of the work hereunder.

Contractor shall pay all royalties and license fees, defend all suits or claims for infringements of any patent rights and save Owner harmless from loss on account thereof. Contractor shall not be responsible for all such loss when a particular design, process or the or the product of a particular manufacturer or manufacturers is specified in drawings or specifications, but if Contractor has reason to believe that the design, process or product specified is an infringement of a patent, it shall be responsible for such loss unless such information is promptly given to Owner.

Contractor shall promptly disclose to Owner any and all inventions, improvements, valuable discoveries, and unwritten mental concepts, whether patentable or not, which are conceived or made by contractor during the period controlled by this Agreement which are related to the business or activities of Owner or which Contractor conceives as a result of its work for Owner, and Contractor hereby agrees to assign all its interests therein to Owner whenever requested to do so by Owner. Contractor shall execute any and all applications, assignments or other instruments which Owner shall deem necessary to apply for and obtain Letters of Patent of the United States or Canada or any other country or to otherwise protect Owner's interest therein. These obligations shall continue beyond the termination of this Agreement or completion of said work with respect to inventions, improvements, valuable discoveries and unwritten mental concepts (whether patentable or not) conceived, made or acquired by Contractor during the period of this Agreement or within one (1) year thereafter, and shall be binding upon contractor's assigns, executors, administrators and other legal representatives.

In the event Contractor creates and desires to publish, produce or use for itself or others, any writings, drawings, photographs or computer software which relates to the business or activities of the Owner or which contains information received as a result of the work performed for

Owner by Contractor, a draft manuscript or printout must be provided to Owner by Contractor prior to publication, production or use. Under no circumstances will any publication, production or use by Contractor relating to the business or activities of Contractor or performance of the work of the Contractor hereunder be allowed without prior written consent of Owner. Contractor also agrees that any manuscript, article, book, pamphlet, advertisement, drawing, photograph or computer software produced for Owner by contractor is to be deemed "work for hire" for which Owner is entitled to all copyrights and other benefits thereunder.

Contractor has identified on an attachment to this Agreement any inventions or discoveries which were conceived prior to the association of Contractor and Owner, either wholly or in part, and which contractor wishes to exclude from this Agreement.

ARTICLE XI - LIENS. The final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Agreement, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the Owner indemnifying it against any lien.

ARTICLE XII - EQUAL OPPORTUNITY. It is agreed as a condition of this Agreement as follows:

- A. That in the performance of this Agreement, Contractor and Owner shall not engage in any conduct or practice which violates applicable law, order or regulation prohibiting discrimination against any person by reason of race, religion, national origin, sex, or age, handicapped condition or veteran's status.
- B. If this Agreement is contract subject to Executive Order 11246, as amended, Contractor and Owner shall comply therewith. To the extent required by applicable laws and regulations, this Agreement also includes and is subject to the affirmative action clause concerning disabled veterans and veterans of the Vietnam Era (41 CFR 60-250) and the affirmative action clause concerning employment of the handicapped (41 CFR 60-741), which clauses are included herein by reference.

ARTICLE XIII - COMPLIANCE WITH FEDERAL PROCUREMENT REGULATIONS. Contractor agrees to comply with the requirements of any applicable state or federal procurement regulations, including the Anti-Kickback Act of 1986, which are incorporated herein by reference.

ARTICLE XIV - FORCE MAJEURE. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

ARTICLE XV - ASSIGNMENT. Contractor shall not assign or subcontract this Agreement without the advance written approval of the Owner. Any assignment or subcontract shall not relieve Contractor of any responsibility hereunder.

ARTICLE XVI - SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

ARTICLE XVII - TERMINATION AND SURVIVAL. This Agreement may be terminated by Owner on thirty (30) days notice, or immediately for any breach of this Agreement. The terms and provisions of Article VII and X shall survive the termination or expiration of this Agreement.

ARTICLE XVIII - AMENDMENT. Any changes in this Agreement must be in writing and executed by both parties.

ARTICLE XIX - NOTICE. Any notice or communication required or permitted hereunder shall be sufficiently given if sent by first class mail, postage prepaid, to the addresses set forth above.

ARTICLE XX - GOVERNING LAW. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the State of Maine except for conflicts of laws provisions that would apply the substantive law of another state.

ARTICLE XXI - VENUE. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over Kennebec County, Maine.

ARTICLE XXII. ENTIRE AGREEMENT. This agreement (including any schedules and annexes hereto) constitutes the entire agreement and understanding between the parties and supersedes any

prior agreement and understanding, whether written or oral, relating to the subject matter of this Agreement.

"Contractor"

By: _____
(Signature)

Title: _____

"Owner"

By: _____
(Signature)

Title: _____