

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK

CITY OF PORTLAND

BUILDING INSPECTION

PERMIT

Permit Number: 080575

Please Read Application And Notes, If Any, Attached

This is to certify that GOODWILL DEVELOPMENT CORPORATION THE/General Ma

has permission to Pier Maintenance

AT 71 HIGH ST

040 A001001

PERMIT ISSUED
MAY 29 2008
CITY OF PORTLAND

provided that the person or persons, firm or corporation accepting this permit shall comply with all of the provisions of the Statutes of Maine and of the Ordinances of the City of Portland regulating the construction, maintenance and use of buildings and structures, and of the application on file in this department.

Apply to Public Works for street line and grade if nature of work requires such information.

Notification of inspection must be given and when permission procured before this building or part thereof is laid or closed-in. FOUR HOUR NOTICE IS REQUIRED.

A certificate of occupancy must be procured by owner before this building or part thereof is occupied.

OTHER REQUIRED APPROVALS

Fire Dept. _____

Health Dept. _____

Appeal Board _____

Other _____

Department Name

5/29/08 *Clp & RR*
Director - Building & Inspection Services

PENALTY FOR REMOVING THIS CARD

City of Portland, Maine - Building or Use Permit Application

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0575	Issue Date: 5/29/08	CBL: 040 A001001
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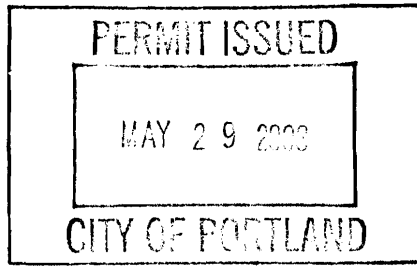
Location of Construction: 71 HIGH ST	Owner Name: GOODWILL DEVELOPMENT CO	Owner Address: 353 CUMBERLAND AVE	Phone:
Business Name:	Contractor Name: General Marine Construction Corp.	Contractor Address: 446 Commercial St. Portland	Phone 2077725354
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone:

Past Use: Commercial - Portland Fish Pier	Proposed Use: Commercial - Portland Fish Pier - Pier Maintenance	Permit Fee: \$2,120.00	Cost of Work: \$209,184.34	CEO District: 1
Proposed Project Description: Pier Maintenance		FIRE DEPT: <input type="checkbox"/> Approved <input type="checkbox"/> Denied	INSPECTION: Use Group: <i>IF</i> Type: <i>SB</i> <i>IBC 2007</i>	
		Signature: <i>5/29/08 CEM</i>		
		PEDESTRIAN ACTIVITIES DISTRICT (P.A.D.)		
		Action: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied		
		Signature: _____ Date: _____		

Permit Taken By: Idobson	Date Applied For: 05/29/2008	Zoning Approval
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- This permit application does not preclude the Applicant(s) from meeting applicable State and Federal Rules.
- Building permits do not include plumbing, septic or electrical work.
- Building permits are void if work is not started within six (6) months of the date of issuance. False information may invalidate a building permit and stop all work..

Special Zone or Reviews	Zoning Appeal	Historic Preservation
<input type="checkbox"/> Shoreland	<input type="checkbox"/> Variance	<input type="checkbox"/> Not in District or Landmark
<input type="checkbox"/> Wetland	<input type="checkbox"/> Miscellaneous	<input checked="" type="checkbox"/> Does Not Require Review
<input type="checkbox"/> Flood Zone	<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Requires Review
<input type="checkbox"/> Subdivision <i>OK</i>	<input type="checkbox"/> Interpretation	<input type="checkbox"/> Approved
<input type="checkbox"/> Site Plan	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Conditions
Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/>	<input type="checkbox"/> Denied	<input type="checkbox"/> Denied
Date: <i>5/29/08 CEM</i>	Date: _____	Date: <i>5/29/08 CEM</i>



CERTIFICATION

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in the application is issued, I certify that the code official's authorized representative shall have the authority to enter all areas covered by such permit at any reasonable hour to enforce the provision of the code(s) applicable to such permit.

SIGNATURE OF APPLICANT	ADDRESS	DATE	PHONE
RESPONSIBLE PERSON IN CHARGE OF WORK, TITLE		DATE	PHONE

BUILDING PERMIT INSPECTION PROCEDURES

Please call 874-8703 or 874-8693 (ONLY)

to schedule your inspections as agreed upon

Permits expire in 6 months, if the project is not started or ceases for 6 months.

The Owner or their designee is required to notify the inspections office for the following inspections and provide adequate notice. Notice must be called in 48-72 hours in advance in order to schedule an inspection:

By initializing at each inspection time, you are agreeing that you understand the inspection procedure and additional fees from a "Stop Work Order" and "Stop Work Order Release" will be incurred if the procedure is not followed as stated below.

A Pre-construction Meeting will take place upon receipt of your building permit.

 X **Footing/Building Location Inspection: Prior to pouring concrete or setting precast piers**

 X **Framing/Rough Plumbing/Electrical: Prior to Any Insulating or drywalling**

 X **Final inspection required at completion of work.**

Certificate of Occupancy is not required for certain projects. Your inspector can advise you if your project requires a Certificate of Occupancy. All projects DO require a final inspection.

If any of the inspections do not occur, the project cannot go on to the next phase, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

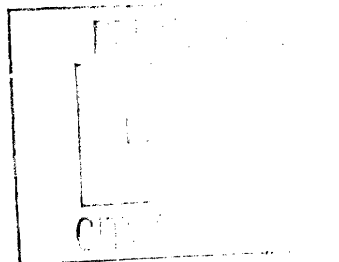
CERIFICATE OF OCCUPANICES MUST BE ISSUED AND PAID FOR, BEFORE THE SPACE MAY BE OCCUPIED.

[Handwritten Signature]
Signature of Applicant/Designee

5/29/08
Date

[Handwritten Signature]
Signature of Inspections Official

5.29.08
Date





General Building Permit Application

If you or the property owner owes real estate or personal property taxes or user charges on any property within the City, payment arrangements must be made before permits of any kind are accepted.

Location/Address of Construction: <u>PORTLAND FISH PIER</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# <u>41A</u> Block# _____ Lot# <u>1 1</u>	Applicant * must be owner, Lessee or Buyer * Name <u>CITY OF PORTLAND</u> Address <u>389 CONGRESS ST</u> City, State & Zip <u>PTLD, ME 04101</u>	Telephone: <u>574-8893</u>
Lessee/DBA (If Applicable)	Owner (if different from Applicant) Name <u>SAME</u> Address _____ City, State & Zip _____	Cost Of Work: \$ <u>209,184.34</u> C of O Fee: \$ _____ Total Fee: \$ _____
Current legal use (i.e. single family) <u>DOCKING/BERTHING</u> If vacant, what was the previous use? _____ Proposed Specific use: <u>DOCKING/BERTHING</u> Is property part of a subdivision? <u>NO</u> If yes, please name _____ Project description: <u>Pier Maintenance</u>		
Contractor's name: <u>GENERAL MARINE</u> Address: <u>40 MECHANIC STREET</u> City, State & Zip <u>PTLD SO. PORTLAND ME</u> Telephone: <u>767-1200</u> Who should we contact when the permit is ready: <u>KATHY</u> Telephone: <u>233-8523</u> Mailing address: _____		

Please submit all of the information or failure to do so will result in the

In order to be sure the City fully understands your proposed work and to ensure compliance with all applicable laws of this jurisdiction, you may request additional information prior to submitting this form and other applications visit the Inspection Department Division office, room 315 City Hall or call 874-8700.

I hereby certify that I am the Owner of record of the property and that I have been authorized by the owner to make this application. In addition, if a permit for work described on this form is authorized representative shall have the authority to enter all areas of the property for the purpose of enforcing the provisions of the codes applicable to this permit.

Signature: [Signature] Date: _____

This is not a permit; you may not commence ANY work until the permit is issued.

1. STOP Order for
2. Permit work
3. STOP Order Removed
Complaint
5/29/08

Department
Inspection
proposed work and
to all applicable
Code Official's
hour to enforce the

City of Portland, Maine - Building or Use Permit

389 Congress Street, 04101 Tel: (207) 874-8703, Fax: (207) 874-8716

Permit No: 08-0575	Date Applied For: 05/29/2008	CBL: 040 A001001
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Location of Construction: 71 HIGH ST	Owner Name: GOODWILL DEVELOPMENT CO	Owner Address: 353 CUMBERLAND AVE	Phone:
Business Name:	Contractor Name: General Marine Construction Corp.	Contractor Address: 446 Commercial St. Portland	Phone (207) 772-5354
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial - Portland Fish Pier - Pier Maintenance	Proposed Project Description: Pier Maintenance
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Dept: Zoning	Status: Approved with Conditions	Reviewer: Chris Hanson	Approval Date: 05/29/2008
Note:			Ok to Issue: <input checked="" type="checkbox"/>
1) Pier work to be in-kind type as per plan dated 02/01/08			
2) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work.			
Dept: Building	Status: Approved with Conditions	Reviewer: Chris Hanson	Approval Date: 05/29/2008
Note:			Ok to Issue: <input checked="" type="checkbox"/>
1) An inspection of the installation of the steel and concrete and structural bracing shall be conducted by a licensed engineer and his/her certification shall be submitted to this office stating compliance with the approved plans.			
2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.			



LEGAL NOTICE

WHEREAS, violations of Article II, Section 6-114 of the Building Code of the City of Portland Code of Ordinances has been found on these premises. IT IS HEREBY ORDERED in accordance with the above Code that all persons cease, desist from, and

STOP WORK

AT ONCE PERTAINING TO CONSTRUCTION, ALTERATIONS OR REPAIRS ON THESE PREMISES

KNOWN AS Portland Fish Pier 41-A-~~192~~
121 Commercial

All persons acting contrary to this order or removing or mutilation of this notice are liable to arrest unless such action is authorized by the City of Portland Division of Inspection Services.

Code Enforcement Officer Cheryl L. [Signature] Date 5/29/08

21 February 2008

RECEIVED
MAR 27 2008
HARBOR MASTER

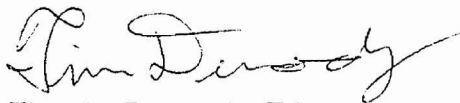
Board of Harbor Commissioners
Marine Trade Center, Suite 105
2 Portland Fish Pier
Portland, ME 04101

Re: City of Portland

Dear Commission Members:

This letter is to inform you that the City of Portland intends to make repairs at the Portland Fish Pier. The repairs consist of the in-kind replacement of fender piles, wales, chocks, and other miscellaneous work. No change in pile type or configuration of piles or wharves is planned. The work will take place between April and October. Please call me with any questions.

Very truly yours,
TEC ASSOCIATES



Timothy Dermody, E.I.

cc: Robert Leeman

CITY OF PORTLAND, MAINE
EXECUTIVE DEPARTMENT
PUBLIC BUILDINGS DIVISION

CONTRACT DOCUMENTS
for

GENERAL WATERFRONT REPAIRS
at
PORTLAND FISH PIER

BID NUMBER 5408

1 February 2008

 **TEC ASSOCIATES** CONSULTING
ENGINEERS

46 SAWYER STREET
SOUTH PORTLAND, MAINE 04106

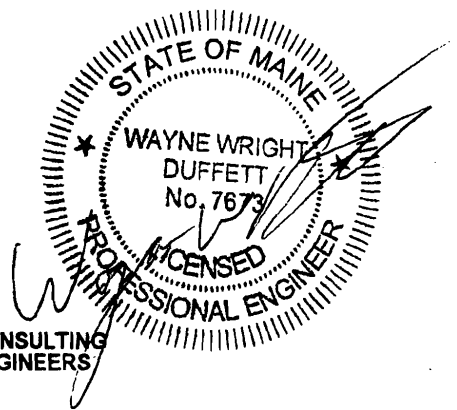


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City of Portland, Maine

Executive Department – Public Buildings Division

General Waterfront Repairs at Portland Fish Pier

NOTICE TO BIDDERS

Sealed bids for the above project, addressed to the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine, 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title, and bid number, will be received until **3:00 p.m. on Wednesday, March 12th, 2008**, at which time they will be publicly opened and read. All proposals shall be submitted on the attached form and are to remain open for sixty (60) days after their opening. Late bids, bids without the required amount or form of surety, bids not signed, and facsimile bids will not be accepted. All bidders are reminded that information contained in submitted material will become public record at the time of opening.

The above-named plans and specifications are available at the Purchasing Office, Room 103, City Hall, Portland, Maine (207) 874-8654, for a non-refundable fee of \$40.00. A fee of \$5.00 will be added to each set where shipping is requested.

Bids from contractors not registered with the Purchasing Office will be rejected. Receipt of this bid package directly from the City of Portland indicates registration. Should a contractor receive this bid package from a source other than the City of Portland, please contact the Purchasing Office at (207) 874-8654 to insure that your firm is registered as a bidder for this project.

Bids shall include the legal name of the organization submitting the bid and a statement as to whether it is a corporation, sole proprietorship, or other legal entity. Corporations shall give the date of incorporation and affix their corporate seal. Bidders shall ensure that all information required is submitted with their proposal. Inaccurate information or failure to provide all information required may be cause for rejection of a bid or rescission of an award. By submitting a bid, the contractor warrants that they have carefully examined the contract documents as well as the premises and conditions affecting the work.

Bid # 5408

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use Tax and from all federal excise taxes. Each bidder shall take this exemption into account in calculating their bid for the work.

The contractor shall furnish all labor, materials, equipment, transportation, and incidentals necessary to do the work as specified. All materials shall be new unless otherwise provided by the specifications. The work shall be conducted in an orderly manner and be performed in accordance with the best trade practices and to the sole satisfaction and acceptance of the City of Portland. Should any work or material not directly or indirectly shown or described in the plans or specifications be necessary for carrying out of the obvious intentions thereof, the contractor shall furnish such work or material as if it were particularly shown or described.

The contractor shall affirm that the equipment or work provided shall be in full compliance with all applicable OSHA, DOT, ANSI, Federal, State, and municipal laws and regulations including but not limited to requirements pertaining to minimum wage, independent contractor status, equal employment opportunity, and non-discrimination.

The contractor shall furnish, install, and maintain for the duration of construction, all barriers, warning signs, and other temporary measures necessary for the proper protection of contractor employees, city employees, tenants, the general public, and the work in compliance with applicable safety regulations.

The work shall be conducted under the direction of the Director of the Public Buildings Division or his designee.

COMPLETION DATE

Work on this project shall be completed within thirty (30) weeks of the date of Contract award unless otherwise approved by the Director of Public Buildings or his designee.

QUESTIONS

All questions regarding this bid shall be made in writing to the Purchasing Office at the above address and must be received no later than five business days prior to the bid opening. Questions may be hand delivered, mailed, e-mailed to mff@portlandmaine.gov, or faxed to (207) 874-8652. Questions will be answered in the form of an addendum distributed to all bidders registered with the Purchasing Office for this bid. Oral explanations or interpretations given before the award of the contract will not be binding.

PRE-BID MEETING

There will be no pre-bid meeting for this project. All areas where the work will take place are open to the public and may be inspected without arrangement or permission from the City.

BONDS / WAIVER OF LIENS

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

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

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

INSURANCE AND LEGAL REQUIREMENTS

The successful contractor shall agree to defend, indemnify, and save the City harmless from all losses, costs, or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$1,000,000 per occurrence, for bodily injury, death, and property damage, protecting the contractor and the City, and **naming the City as an additional insured** from such claims. The contractor shall also procure and maintain Workers' Compensation insurance in the proper class codes for the work being performed. The City disclaims any and all responsibility for injury to contractors, their agents, or others while examining the job or at any other time.

RESERVATION OF RIGHTS

The City of Portland reserves the right to waive informalities in bids, to accept any bid, to reject any or all bids, and to adjust the scope of the work to meet available funds should it be deemed in the best interest of the City to do so. The City reserves the right to substantiate Proposer's qualifications, capability to perform, availability, past performance record, and to verify that bidders are current in their obligations to the City. Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer use fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: 1.) bring the obligation current, 2.) negotiate a payment plan with the City's Treasury Office, or 3.) agree to an offset, which shall be established by the contract that shall be issued to the successful bidder.

February 20, 2008

Matthew F. Fitzgerald
Purchasing Agent

PROPOSAL

THIS PAGE MUST BE INCLUDED

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

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

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

The proposer acknowledges the receipt of addenda numbered _____, if applicable.

COMPANY NAME: FORE RIVER DOCK 3 AREAGE INC.
(Individual, Partnership, Corporation, Joint Venture)

AUTHORIZED SIGNATURE: [Signature] DATE: 3-4-08
(Officer, Authorized Individual or Owner)

PRINT NAME & TITLE: ROGER A. HALE PRES.

ADDRESS: 40 MECHANIC STREET
50. PORTLAND, ME 04106

TELEPHONE: 207 767-1200 FAX: 207 767-1277

E-MAIL: FOR12511@90j.net FEDERAL TAX ID NUMBER: 04-3362108

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

PROPOSAL

The undersigned, having carefully examined the site of the work, the Plans, including all current amendments or revisions thereof, and Contract Agreement contained herein for **General Waterfront Repairs at the Portland Fish Pier**, in case of award, do(es) hereby propose and offer to enter into a contract to supply all the materials, tools, equipment, and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the prices stated in the following Proposal:

Bid Item No.	Item with Unit Bid Prices Written in Words	Approx. Quantity	Unit Measure	Unit Bid Prices	Total Bid
1.0	Mobilization				
(words)	_____	<u>1</u>	each	<u>7699.56</u>	<u>7699.56</u>
2.0	Provide Fender Pile				
(words)	_____	<u>57</u>	each	<u>1470</u>	<u>83790.00</u>
3.0	Install Fender Pile				
(words)	_____	<u>19</u>	each	<u>470</u>	<u>8930</u>
4.0	Pull, Cut, and Re-bolt Fender Pile				
(words)	_____	<u>25</u>	each	<u>763</u>	<u>19075</u>
5.0	Rebolt Fender Pile				
(words)	_____	<u>3</u>	each	<u>32</u>	<u>96</u>
6.0	Provide Timber Chock				
(words)	_____	<u>624</u>	lf	<u>53.85</u>	<u>33,600.00</u>
7.0	Repair Ladders				
(words)	_____	<u>14</u>	each	<u>160</u>	<u>2250</u>
8.0	Remove ladders				
(words)	_____	<u>5</u>	each	<u>50.5</u>	<u>250.5</u>

Bid # 5408

Bid Item No.	Item with Unit Bid Prices Written in Words	Approx. Quantity	Unit Measure	Unit Bid Prices	Total Bid
9.0	Relocate ladders				
(words)	_____	<u>3</u>	each	<u>0</u>	<u>0</u>
10.0	Rehabilitate Camels				
(words)	_____	<u>3</u>	each	<u>3531.33</u>	<u>10,594.⁰⁰</u>
11.0	Rewrap dolphins				
(words)	_____	<u>2</u>	each	<u>2400.⁰⁰</u>	<u>4800.⁰⁰</u>
12.0	Demobilization				
(words)	_____	<u>1</u>	each	<u>3849.78</u>	<u>3849.78</u>
Total Bid				\$ <u>174,934.34</u>	(Basis of Award)

Bid Alternate 1

Bid Item No.	Item with Unit Bid Prices Written in Words	Approx. Quantity	Unit Measure	Unit Bid Prices	Total Bid
13.0	Provide 16" Dia x 40' Composite Camels				
(words)	_____	<u>8</u>	each	<u>4281.25</u>	<u>34250.⁰⁰</u>

WARRANTY OF WORK: One Year

(Remainder of page left blank intentionally)

This proposal acknowledges the receipt of Addenda No.: _____
(If Applicable)

The UNDERSIGNED also agrees as follows:

To do any extra work, not covered by the above specifications, which may be ordered by the City, and to accept as full compensation therefore at such prices as may be agreed upon in writing by the City and the Contractor.

The UNDERSIGNED hereby declares that they are the only person(s), firm, or corporation interested in this proposal as principal; and that it is made without any connection with any other person(s), firm, or corporation submitting a bid for the same.

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

Respectfully submitted this 4TH day of MARCH 2008.

(Remainder of page left blank intentionally)



IF AN **INDIVIDUAL**, SIGN HERE

Name of Bidder _____

Authorized Signature _____

Printed Name _____

Address _____

Telephone _____ Fax _____

Social Security Number: _____

IF A **FIRM OR PARTNERSHIP**, SIGN HERE

Company Name _____

Name of Bidder _____

Authorized Signature _____
(Name) (Title)

Address _____


Telephone _____ Fax _____

Federal Tax ID Number/Social Security Number _____

IF A CORPORATION, SIGN HERE

Company FORE REVER LOCK & BRIDGE INC.

Name of Bidder ROGER A. HALE

Authorized Signature  PRES.
(Name) (Title)


Business Address 40 MECHANIC
~~776 CUMBERLAND~~ STREET
50. PORTLAND, ME 04106

Incorporated under the Laws of the State of MAINE

Telephone 207 767-1200 Fax 207 767-1277

Federal Tax ID Number 04-3362108

Names and Addresses of Officers of the Corporation:

President 

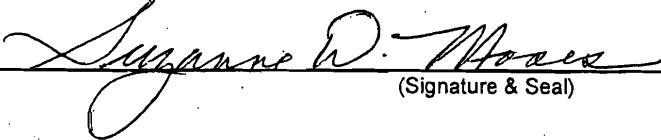
Secretary _____

Treasurer _____

Cumberland ss
State of Maine

Before me, personally appeared Roger A. Hale
and acknowledged that the signature to the preceding bid is his signature in his official capacity.

Date: March 4, 2008
(Notary Public)


(Signature & Seal)

SUZANNE D. MOSES
Notary Public, Maine
My Commission Expires September 27, 2014

**ALL CORPORATIONS SHALL COMPLETE THIS FORM
AND SUBMIT WITH THE BID PROPOSAL**

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

ON FILE WITH CITY

Date

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

Official having custody of the records

ss:

Before me appeared _____
_____ of the _____

Corporation, and made oath that the above statement is true.

Notary Public

(Signature and Seal)

**To Expedite Contract Award Contractors Shall Fill In
The Following Information And Submit With Their Bid**

Name of Supplier and Address	Products to be Supplied
1. MCM FOREST PRODUCTS JERSEY CITY, NJ	PELE, TIMBER
2. SEA PORT MARINE VA.	HARDWARE
3. AMERICAN STEEL SO. PORTLAND, ME	STEEL
4.	
5.	

Name/address of Contractor	Service/trade to be supplied	Anticipated \$\$\$ amount
1. —	—	—
2. —	—	—
3. —	—	—
4. —	—	—
5. —	—	—
6. —	—	—

AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND FORE RIVER DOCK & DREDGE, INC

AGREEMENT entered into this 24TH day of MARCH, 2008 between the
CITY OF PORTLAND, a body politic and corporate (hereinafter "CITY") and _____
FORE RIVER DOCK & DREDGE INC
of SOUTH PORTLAND, MAINE (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY did advertise for Request for Bids #5408 entitled General
Waterfront Repairs at the Portland Fish Pier:

WHEREAS, the CONTRACTOR did under date of MARCH 4TH, 2008 did
submit a Bid for such work; and WHEREAS, after due consideration of all the Bids, the
CITY did award the Bid to the CONTRACTOR;

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

1. The CONTRACTOR will furnish the materials, supplies, equipment, and labor
(hereinafter the "Work") in accordance with the specifications contained in the Request
for Bid issued to the Contractors under date of February 20, 2008, by the Purchasing
Agent of the City of Portland, and also in accordance with CONTRACTOR's Proposal. A
copy of said Request for Bid and CONTRACTOR's Proposal are attached to this
Agreement and made a part hereof. The restatement of any of the terms contained in
the Notice and Specifications or Proposal shall not be deemed to waive any terms not so
restated. If a disagreement is found between the said attachments and this document,
then this document shall govern; provided, however, that this document and its
attachments shall be construed to be supplemental to one another to the extent
possible.

2. CONTRACTOR covenants and agrees that all Work performed and furnished
hereunder shall be free from all defects, and that all Work shall be performed in a good
workmanlike manner. Unless a longer warranty period is specified in the attachments

hereto, all Work provided hereunder shall be warranted by **CONTRACTOR** for one (1) full year from the date of completion of all Work hereunder and acceptance thereof by the **CITY**. Notwithstanding the foregoing, any longer period specified in the attachments shall stay in effect. .

3. **CITY** shall withhold ten percent (10 %) of each invoice amount as retainage until the Work is completed and accepted by **CITY**. The retainage shall be released as outlined in the General Conditions.

4. Prior to the execution of this Agreement, **CONTRACTOR** will procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage in amounts of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property damage, per person, naming the **CITY** as an additional insured thereon, and also Worker's Compensation Insurance coverage in the proper class codes for the work being performed. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice to **CITY** of termination of insurance from insurance company or agent.

5. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.

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

7. Time is of the essence in the performance of this Agreement. Upon receipt of executed contracts and insurance as required, the **CITY** will promptly send an executed **CITY** Contract to the **CONTRACTOR**. The **CONTRACTOR** agrees to complete the entire work within sixteen (30) weeks from the date of contract. The time set for such completion may be extended only by written consent of the Director of the Public Buildings Division, or designee.

In the event that any dispute arises as to the amount, nature or scope of the Work required under this Contract, the decision and judgment of the responsible **CITY** official will be final and binding.

8. For the performance of all terms and conditions of this Agreement, **CITY** will pay

CONTRACTOR TWO HUNDRED NINE THOUSAND ONE HUNDRED EIGHTY-FOUR

(\$209,184.34) in full payment for **CONTRACTOR**'s performance.

AND
THIRTY-FOUR
CENTS

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

10. The **CITY** may terminate this Agreement for cause by written notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.

11. The **CITY** shall have the right to terminate this Agreement at any time for its convenience on prior written notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay **CONTRACTOR** for all Work performed and all materials purchased to this Agreement prior to receipt of said Notice.

(Remainder of page left blank intentionally)

CITY OF PORTLAND

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officials as of the date first written below.

WITNESSETH:

CITY OF PORTLAND

[Signature]
SIGNATURE

BY: *[Signature]*
JOSEPH E. GRAY, CITY MANAGER

DATE

WITNESSETH:

Fair River Arch & Bridge
CONTRACTOR

[Signature]
SIGNATURE

BY: *[Signature]*
SIGNATURE

ROGER A. HALE
NAME (PRINTED)

PRES
TITLE

3-26-08
DATE

Legal: MGL

[Signature]
Approved:
Assistant Finance Director

ADDENDUM #1

CITY OF PORTLAND, MAINE
BID # 5408 -- GENERAL WATERFRONT REPAIRS AT THE PORTLAND FISH PIER

DATE: March 6, 2008

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

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

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

**MATTHEW F. FITZGERALD
PURCHASING MANAGER**

**PLEASE NOTE THE FOLLOWING RESPONSES TO QUESTIONS WE HAVE RECEIVED
REGARDING THE CITY OF PORTLAND'S BID # 5408 --
GENERAL WATERFRONT REPAIRS AT THE PORTLAND FISH PIER**

Please see attached questions.

Receipt of Addendum No. 1 to the City of Portland's Bid # 5408 -- General Waterfront Repairs at the Portland Fish Pier

COMPANY NAME: FORE RIVER DOCK & DREDGE
SIGNED BY: David L. Tripp DATE: 3-12-08
PRINT NAME & TITLE: DAVID L. TRIPP MANAGER
ADDRESS: 40 MECHANIC STREET
SOUTH PORTLAND ME, 04106
Zip Code

Addendum #1

ADDENDUM #2

**CITY OF PORTLAND, MAINE
 BID # 5408 – GENERAL WATERFRONT REPAIRS AT THE PORTLAND FISH PIER**

DATE: March 6, 2008

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

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

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

**MATTHEW F. FITZGERALD
 PURCHASING MANAGER**

**PLEASE NOTE THE FOLLOWING RESPONSES TO A QUESTION WE HAVE RECEIVED
 REGARDING THE CITY OF PORTLAND'S BID # 5408 –
 GENERAL WATERFRONT REPAIRS AT THE PORTLAND FISH PIER**

- 1. *Item 11.0 Rewrap Dolphins describes the cable to be used only as 1" diameter, with no mention of material type i.e., stainless steel, galvanized or other. Could you provide a better description of the cable to be used?*

1" galvanized cable.

Receipt of Addendum No. 2 to the City of Portland's Bid # 5408 -- General Waterfront Repairs at the Portland Fish Pier

COMPANY NAME: FORE RIVER DOCK & DREDGE

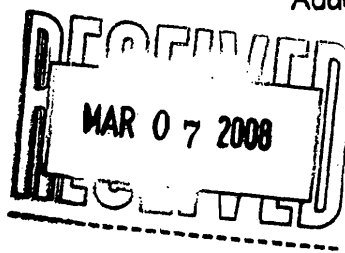
SIGNED BY: David L Tripp DATE: 3-12-08

PRINT NAME & TITLE: DAVID L. TRIPP MANAGER.

ADDRESS: 40 MECHANIC STREET

SOUTH PORTLAND ME, 04106
 Zip Code

Addendum #2



ADDENDUM #3

**CITY OF PORTLAND, MAINE
 BID # 5408 - GENERAL WATERFRONT REPAIRS AT THE PORTLAND FISH PIER**

DATE: March 7, 2008

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

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

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

**MATTHEW F. FITZGERALD
 PURCHASING MANAGER**

**PLEASE NOTE THE FOLLOWING RESPONSES TO A QUESTION WE HAVE RECEIVED
 REGARDING THE CITY OF PORTLAND'S BID # 5408 -
 GENERAL WATERFRONT REPAIRS AT THE PORTLAND FISH PIER**

- 1. *Does the City of Portland have a ramp or bulkhead from which a sectional barge could be launched and a crane loaded?*

It is the contractor's responsibility to figure out the best and safest way to get their equipment to the respective job site.

There will be no more questions responded to on this bid.

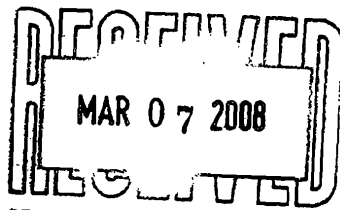
Receipt of Addendum No. 3 to the City of Portland's Bid # 5408 - General Waterfront Repairs at the Portland Fish Pier

COMPANY NAME: FORE RIVER DOCK & DREDGE

SIGNED BY: David Tripp DATE: 3-12-08

PRINT NAME & TITLE: DAVID I. TRIPP MANAGER

ADDRESS: 40 MECHANIC STREET
SOUTH PORTLAND ME 04106
 Zip Code



Addendum #3

**WAIVER OF LIEN
MATERIAL OR LABOR**

State of _____

County of _____

To all whom it may concern:

The undersigned _____ has been employed to furnish
_____ for the project known as

City of _____ County of _____ State
of _____.

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

The waiver of lien shall become effective upon the issuance of a check by the City of
Portland payable to _____ and
in the amount of _____.

Given under oath _____ my hand and seal this _____ day of
_____, 2008.

By:

(Print or type name)

Its:

Notarized: _____ this _____ day of _____, 2008.

My commission expires _____.

PURCHASE REQUISITION NBR: 0000021199

REQUISITION BY: JOANNA STATUS: READY FOR BUYER PROCESSIN DATE: 2/20/08
REASON: REPAIRS TO FENDER PILES & CHOCKING @ FISH PIER
SHIP TO LOCATION: EXPOSITION BUILDING SUGGESTED VENDOR: 3244 VENDOR PENDING DELIVER BY DATE: 3/31/08

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	REPAIRS TO FENDER PILES & CHOCKING @ FISH PIER COMMODITY: UNSPECIFIED SUBCOMMOD: UNSPECIFIED	200000.00	EA	1.0000	200000.00	

REQUISITION TOTAL: 200000.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	33033005007060 Capital Outlay Piers & Wharves	C07803 Fish Pier Structural Repr	100.00	200000.00
				200000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

RIDER

TO BE ATTACHED TO AND FORM PART OF

AIA - A312 - P&P BOND (Type of bond) NO. 5023466

IN FAVOR OF CITY OF PORTLAND (Obligee)

ON BEHALF OF FORE RIVER DOCK & DREDGE, INC. (Principal)

EFFECTIVE April 11, 2008 (Original Effective Date)

IT IS AGREED THAT, in consideration of the original premium charged for this bond, and any additional premium that may be properly chargeable as a result of this rider.

The Surety, BOND SAFEGUARD INSURANCE COMPANY, hereby gives its consent to;

- | | |
|---|---|
| <input checked="" type="checkbox"/> INCREASE BOND AMOUNT | <input type="checkbox"/> CHANGE LICENSEE NAME |
| <input type="checkbox"/> DECREASE BOND AMOUNT | <input type="checkbox"/> CHANGE BOND TYPE |
| <input type="checkbox"/> CHANGE PREMIUM AMOUNT | <input type="checkbox"/> CHANGE PRINCIPAL NAME |
| <input type="checkbox"/> CHANGE EFFECTIVE/EXPIRATION DATE | <input type="checkbox"/> CHANGE PRINCIPAL ADDRESS |

(of) the attached bond FROM: BOND AMOUNT = \$174,934.00

TO: BOND AMOUNT = \$209,184.34

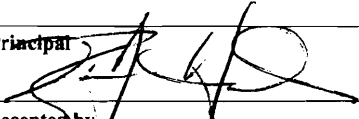
REASON:

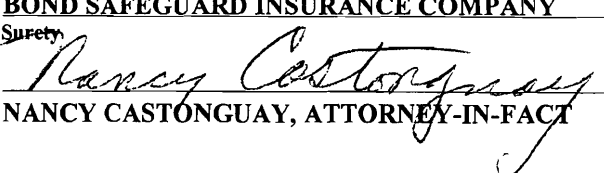
EFFECTIVE: April 22, 2008

PROVIDED, however that the attached bond shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond and under the attached bond as changed by this rider shall not be cumulative.

SIGNED, AND SEALED this 22ND day of April 2008

FORE RIVER DOCK & DREDGE, INC.

Principal 
Accepted by

BOND SAFEGUARD INSURANCE COMPANY
Surety 
NANCY CASTONGUAY, ATTORNEY-IN-FACT

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based on Final Contract Amount

Bond No. 5023466

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):
FORE RIVER DOCK & DREDGE, INC.
40 MECHANIC STREET
SOUTH PORTLAND, ME 04106

SURETY (Name and Principal Place of Business):
BOND SAFEGUARD INSURANCE COMPANY
485 MAIN STREET
LEWISTON, ME 04243

OWNER (Name and Address):
CITY OF PORTLAND
389 CONGRESS STREET

PORTLAND, ME 04101

CONSTRUCTION CONTRACT
Date: April 11th, 2008
Amount: \$ 174,934.00
Description (Name and Location):
GENERAL WATERFRONT REPAIRS AT THE PORTLAND FISH PIER BID #5408. PORTLAND, MAINE.

BOND
Date (Not earlier than Construction Contract Date): April 11th, 2008
Amount: \$ 174,934.00
Modifications to this Bond: None See Page 3

CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)
FORE RIVER DOCK & DREDGE, INC.

SURETY
COMPANY: (Corporate Seal)
BOND SAFEGUARD INSURANCE COMPANY

Signature:
Name and Title:

Signature:
Name and Title:
NANCY CASTONGUAY, Attorney-in-Fact

(Any additional signatures appear on page 3)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
Skillings-Shaw and Associates, Inc. (207)753-7300
485 Main Street, PO Box 481
Lewiston, ME 04243-0481

OWNER'S REPRESENTATIVE (Architect,
or Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

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

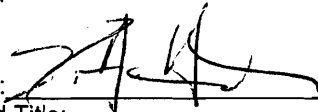
12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature:  _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. **5023466**

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):
FORE RIVER DOCK & DREDGE, INC.
40 MECHANIC STREET
SOUTH PORTLAND, ME 04106

SURETY (Name and Principal Place of Business):
BOND SAFEGUARD INSURANCE COMPANY
485 MAIN STREET
LEWISTON, ME 04243

OWNER (Name and Address):
CITY OF PORTLAND
389 CONGRESS STREET

PORTLAND, ME 04101

CONSTRUCTION CONTRACT

Date: **April 11th, 2008**

Amount: \$ **174,934.00**

Description (Name and Location):

GENERAL WATERFRONT REPAIRS AT THE PORTLAND FISH PIER BID #5408. PORTLAND, MAINE.
BOND

Date (Not earlier than Construction Contract Date): **April 11th, 2008**

Amount: \$ **174,934.00**

Modifications to this Bond:

x None

See Page 6

CONTRACTOR AS PRINCIPAL

SURETY

COMPANY: (Corporate Seal)
FORE RIVER DOCK & DREDGE, INC.

COMPANY: (Corporate Seal)
BOND SAFEGUARD INSURANCE COMPANY

Signature:
Name and Title:

A handwritten signature in black ink, appearing to be "R. Shaw", written over a horizontal line.

Signature:
Name and Title:

A handwritten signature in black ink, "Nancy Castonguay", written over a horizontal line.

NANCY CASTONGUAY, Attorney-in-Fact

(Any additional signatures appear on page 6)

FOR INFORMATION ONLY-Name, Address and Telephone
AGENT OR BROKER:
Skillings-Shaw and Associates, Inc. (207)753-7300
485 Main Street, PO Box 481
Lewiston, ME 04243-0481

OWNER'S REPRESENTATIVE (Architect,
Engineer or other party):

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly, or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be

null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

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

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

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

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

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title: _____, Attorney-in-Fact
Address:

AO 27894

POWER OF ATTORNEY

Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: Robert E. Shaw, Nancy Castonguay, Heidi Rodzen *****

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,500,000.00 Two million five hundred thousand dollars *****

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7th day of November, 2001.



BOND SAFEGUARD INSURANCE COMPANY

BY
David E. Campbell
President

ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

"OFFICIAL SEAL"
MAUREEN K. AYE
Notary Public, State of Illinois
My Commission Expires 09/21/09

Maureen K. Aye
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 11TH Day of APRIL, 20 08



Donald D. Buchanan
Secretary

ACORD CERTIFICATE OF LIABILITY INSURANCE OP ID FF
FORER-2 DATE (MM/DD/YYYY)
03/28/08

PRODUCER TD Banknorth Ins Agcy Inc (SP) P.O. Box 406 Portland ME 04112-0406 Phone: 207-239-3500 Fax: 207-775-0339	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Fore River Dock & Dredge, Inc. 40 Mechanic Street South Portland ME 04106	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A Employers Fire Ins. Co.</td> <td style="text-align: center;">20648</td> </tr> <tr> <td>INSURER B MAINE EMPLOYERS MUTUAL INS</td> <td style="text-align: center;">11149</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A Employers Fire Ins. Co.	20648	INSURER B MAINE EMPLOYERS MUTUAL INS	11149	INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER C:													
INSURER D:													
INSURER E:													

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	7530165600001	05/01/07	05/01/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA.ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	1810016120	08/01/07	08/01/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
The City of Portland is included as an additional insured for Automobile Liability as required by written contract.

CERTIFICATE HOLDER CITYP01 City of Portland 389 Congress St Portland ME 04101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE TD Banknorth Ins. Agency, Inc.
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID S3 FORER-1	DATE (MM/DD/YYYY) 03/26/08
PRODUCER Flagship Group, Ltd Division of Brown & Brown 500 East Main St., Suite 600 Norfolk VA 23510 Phone: 757-625-0938 Fax: 757-624-1361	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Fore River Dock & Dredge, Inc. 40 Mechanic Street South Portland ME 04106	INSURERS AFFORDING COVERAGE	NAIC #	
	INSURER A. Great American Insurance Co.		
	INSURER B. Indemnity Ins Co North America		
	INSURER C.		
	INSURER D.		
	INSURER E.		

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	OMH495-61-53-01	05/01/07	05/01/08	EACH OCCURRENCE	\$ 100000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5000
		<input checked="" type="checkbox"/> SHIP REPAIRER				PERSONAL & ADV INJURY	\$ 1000000
		<input checked="" type="checkbox"/> SLL/WLL/POLL				GENERAL AGGREGATE	\$ 2000000
		GENL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1000000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
B	X	EXCESS/UMBRELLA LIABILITY	XF IN 01248868002 - XS LIAB	10/23/07	10/23/08	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE				XS LIAB	\$
		<input type="checkbox"/> RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
		OTHER				E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
CITY OF PORTLAND IS RECOGNIZED AS ADDITIONAL INSURED AS THEIR INTERESTS MAY APPEAR

CERTIFICATE HOLDER CITYPOT CITY OF PORTLAND 389 CONGRESS STREET PORTLAND ME 04101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Joan Scholl</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTEPAD:

INSURED'S NAME Fore River Dock & Dredge, Inc

FORER-1

PAGE 13

OP ID 83

DATE 03/26/08

HULL/PROTECTION & INDEMNITY (GREAT AMERICAN) POLICY #OMH-583-30-52-01

5/1/07-08 - HULL VALUE PER SCHEDULED VESSEL; \$1,000,000 P&I

VESSEL POLLUTION (GREAT AMERICAN) POLICY #OMH-349-17-46-00

5/1/07-08 - OPA \$1,000,000; CERCLA \$5,000,000 SCHEDULED VESSELS

SECTION 01036

SPECIAL PROVISIONS

PART 1 – GENERAL

1.01 SCOPE OF WORK

The Work consists of providing all labor, materials, equipment, and incidentals necessary for structural and fender repairs at the Portland Fish Pier. The Work includes:

1. Portland Fish Pier
 - a. Provide (57) replacement fender piles
 - b. Install (19) replacement fender piles
 - c. Pull, cut, and rebolt (25) fender piles
 - d. Rebolt (3) fender piles to wales
 - e. Replace approximately (624) linear feet of chocking
 - f. Repair (14) steel ladders
 - g. Remove and dispose of (5) ladders
 - h. Relocate (3) steel ladders
 - i. Rehabilitate (3) timber camels
 - j. Rewrap (2) timber pile dolphins
2. Bid Alternate 1
 - a. Remove (3) existing timber camels
 - b. Provide (8) 16" composite marine camels including hardware

1.02 DEFINITIONS

- A. Contract. The written agreement executed between the Owner and Contractor covering the performance of the Work. The Contract shall include all divisions of the Specifications, Plans and/or Drawings, any construction details and addenda, and the Notice to Proceed. The Contract shall also include any Extra Work orders, mutual understandings, and agreements that are required to complete the Work, and any authorized alterations or extensions thereof.
- B. Contract Documents. Those documents herein before defined as included in the Contract.
- C. Contractor. An individual, firm, or corporation undertaking the performance of the Work under the terms of the Contract, by agreement with the Owner.
- D. Engineer. TEC Associates or authorized representative.

- E. Extra Work. Work or materials required by the Owner which are in addition to those required by the Contract Documents in their present form. Extra Work shall be as authorized by the Engineer.
- F. Furnish. The Contractor is to purchase and deliver to the site material and/or equipment but not to install the material and/or equipment in the Work.
- G. Install. The Contractor is to install material and/or equipment in the Work but not to purchase the material and/or equipment.
- H. Notice to Proceed. A written notice to the Contractor of the date on which they are to begin the Work.
- I. Owner. The City of Portland.
- J. Plans and/or Drawings. The Contract drawings, standard drawings and details, or exact reproductions thereof, which show the location, character, dimension, and details of the Work including any alterations thereof permissible under the Contract and authorized by duly approved written orders.
- K. Provide. The Contractor is to furnish and install material and/or equipment in the Work.
- L. Specifications. The directions, provisions, and requirements contained herein, or made a part hereof by reference, together with all written agreements made, or to be made, pertaining to the method and manner of performing the Work, or to the quantities or qualities of materials to be incorporated in the Work.
- M. Subcontractor. An individual, firm, or corporation undertaking the performance of a part of the Work under the terms of the Contract, by virtue of an agreement with the Contractor.
- N. Work and/or Scope of Work. All performance, including providing all labor, material, equipment, and incidentals required of the Contractor to satisfactorily complete the project under the terms of the Contract.

PART 2 - ADDITIONAL REQUIREMENTS

2.01 CONTRACTOR'S QUALIFICATIONS

The Contractor and his Subcontractors shall be experienced contractors having demonstrated competence in work of this nature, and shall have available or have access to experienced labor and sufficient equipment necessary to perform this

work. Prior to award, the Contractor and his Subcontractors shall furnish to the Owner upon request, a statement of whether he is now or ever has been engaged in work similar to that covered by the Plans and Specifications, the dollar value thereof, the year in which the work was performed, and the manner of its execution and giving such other information as will tend to show the Contractor's ability to prosecute the required work within the established time.

2.02 SUBCONTRACTORS

The Contractor shall submit in writing to the Engineer for approval a complete list of all Subcontractors to whom he proposes to sublet Work. All Subcontractors shall be reputable firms of recognized standing with a record of satisfactory work. The Contractor shall not utilize any subcontractors not so approved.

2.03 TIME OF CONSTRUCTION

All work must be completed within thirty (30) weeks of the date of Contract award unless otherwise approved by the Engineer.

2.04 MAINTENANCE OF MARINE TRAFFIC

The Contractor's marine operations, in addition to conforming to all of the regulations, rules, and practices of good and prudent seamanship, shall also conform to and consider the following:

- A. The Contractor shall not interfere with the operations of the adjacent terminals.
- B. All floating equipment shall carry and exhibit proper day and night markers for identification to other vessels, as required by the appropriate "Rules of the Road".
- C. Marine operations shall not interfere with the movement of vessels in the main channel and shall not interfere with the movement of vessels berthing and operating at the piers except by arrangement with pier operators and/or tenants. The Contractor is responsible for contacting pier operators and/or tenants and for arranging site access. No claims will be allowed the Contractor by reason of delay caused by pier operations.
- D. The Contractor's floating equipment required for the work shall be properly moored in the assigned area when not in use. Berth and wharfage fees will not be charged. However, this no-cost berthing and mooring privilege will be at the Contractor's responsibility, will expire at the end of the contract period, and no liability will be assumed by the City of Portland.

2.05 DEBRIS AND SURPLUS MATERIAL

- A. All debris, waste, excess material, scrap, and salvageable material generated by the construction shall become the property of the Contractor and shall immediately be removed from the property and legally disposed of unless otherwise provided by these Specifications. Debris shall not be permitted to accumulate and the work shall be kept satisfactorily clean at all times. Burning of debris and waste material will not be permitted. Daily clean-up is required to all areas affected by the work.
- B. It shall be the responsibility of the Contractor to arrange and be responsible for his own off-site disposal area. Equipment and material storage shall be confined to areas approved by the Engineer. Disposal of all rubbish and surplus materials resulting from the Contractor's operations shall be taken off the site of construction at the Contractor's expense, all in accordance with all codes and ordinances governing locations and the methods of disposal.
- C. No floating debris shall be allowed to escape into the open harbor.

2.06 MISPLACED MATERIAL

- A. Should the Contractor during the progress of the work lose, drop, dump, throw overboard, sink, misplace, or leave behind any material, plant, machinery, appliance, or any other item, regardless whether within or outside of the project limits, the Contractor shall recover and remove the same from the harbor bottom with the utmost dispatch as directed by and to the satisfaction of the Engineer

2.07 REPAIR AND REPLACING EXISTING WORK

- A. All items of existing work that are to remain and are damaged or removed on account of work done under this Contract shall be repaired and replaced to match existing adjacent work in all respects. Repair or replacement of such work will be performed expeditiously, to the satisfaction of the Engineer, and at the Contractor's expense.

2.08 WORKING HOURS

- A. The Contractor may elect, at his expense, to perform some of the work of this project outside of the normal workday (7:00 A.M. to 4:00 P.M.) and workweek (Monday to Friday) in order to complete the work within the specified time.

2.09 DELAYS AND EXTENSION OF TIME

- A. If the Contractor is delayed at any time in the progress of the Work by any act of neglect of the Owner, the Engineer, their employees, any separate contractor employed by the Owner, changes ordered in the Work, strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties, any causes beyond the Contractor's control, or any cause which the Engineer determines justifiable, the time of completion shall be extended for a reasonable period of time by the Engineer.

END OF SECTION

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 MEASUREMENT AND PAYMENT - GENERAL

- A. The following paragraphs describe the measurement of and payment for work to be performed under the respective items listed in the Bid Form.
- B. Each unit and lump sum price stated in the Bid shall constitute full compensation as herein specified for each item of work completed in accordance with the Drawings and Specifications.
- C. For pay items in excess of ten thousand dollars (\$10,000) for which the time period for construction or installation may exceed more than one monthly payment period, the contractor may apply for a percentage of completion or installation of that item on his monthly application for payment.
- D. Applications for payment shall be made to the Owner monthly. Said applications shall be based on the proportionate quantities of the various classes of Work completed or incorporated in the Work and will be subject to the review and approval of the Engineer.

The Owner shall make payments on account of the Contract for Ninety Percent (90%) of the value of labor and materials incorporated into the Work and for materials suitably stored at the site thereof up to the first day of that month, as certified by the Engineer.

Payments made to the Contractor for partial or entire use or occupancy of the Work by the Owner shall not be considered as acceptance of any Work or materials not in accordance with the Contract Documents. The Owner shall have made payment of Ninety Percent (90%) of the Contract amount when the Work is substantially completed. Final payment shall be due 30 days thereafter upon acceptance of the Work by the Owner provided the Contractor has submitted evidence that all payrolls, suppliers, and subcontractors have been paid and no claims are outstanding.

PART 2 - BID ITEMS

2.01 MOBILIZATION (BID ITEM 1.0)

- A. MEASUREMENT for payment shall be made on a per each basis for mobilization.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 1.0 on the Bid Form for mobilization.

2.02 PROVIDE FENDER PILE (BID ITEM 2.0)

- A. MEASUREMENT for payment shall be made on a per each basis for providing replacement fender piles. Measurement shall be made per pile in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 2.0 on the Bid Form for providing replacement fender piles.

2.03 INSTALL FENDER PILE (BID ITEM 3.0)

- A. MEASUREMENT for payment shall be made on a per each basis for installing replacement fender piles. Measurement shall be made per pile in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 3.0 on the Bid Form for installing replacement fender piles.

2.04 PULL, CUT, AND REBOLT FENDER PILE (BID ITEM 4.0)

- A. MEASUREMENT for payment shall be made on a per each basis for providing the pulling, cutting, and re-bolting of fender piles. Measurement shall be made per pile in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 4.0 on the Bid Form for providing the pulling, cutting, and re-bolting of fender piles.

2.05 RE-BOLT FENDER PILES
(BID ITEM 5.0)

- A. MEASUREMENT for payment shall be made on a per each basis for providing the re-bolting of fender piles. Measurement shall be made per pile in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 5.0 on the Bid Form for providing the re-bolting of fender piles.

2.06 PROVIDE TIMBER CHOCK
(BID ITEM 6.0)

- A. MEASUREMENT for payment shall be made on a per linear foot basis for providing timber chock. Measurement shall be made per linear foot, based on nominal dimensions shown on the Plans, in place and complete.
- B. PAYMENT shall be made on a per linear foot basis per the amount shown under Bid Item 6.0 on the Bid Form for providing timber chock.

2.07 REPAIR LADDERS
(BID ITEM 7.0)

- A. MEASUREMENT for payment shall be made on a per each basis for providing repairs to ladders. Measurement shall be made per ladder in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 7.0 on the Bid Form for providing repairs to ladders.

2.08 REMOVE LADDERS
(BID ITEM 8.0)

- A. MEASUREMENT for payment shall be made on a per each basis for removing and disposing of ladders.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 8.0 on the Bid Form for the removal and disposal of ladders.

2.09 RELOCATE LADDERS
(BID ITEM 9.0)

- A. MEASUREMENT for payment shall be made on a per each basis for relocating ladders. Measurement shall be made in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 9.0 on the Bid Form for relocating ladders.

2.10 REHABILITATE CAMELS
(BID ITEM 10.0)

- A. MEASUREMENT for payment shall be made on a per each basis for rehabilitating camels. Measurement shall be made in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 10.0 on the Bid Form for rehabilitating camels.

2.11 REWRAP DOPHINS
(BID ITEM 11.0)

- A. MEASUREMENT for payment shall be made on a per each basis for rewrapping dolphins. Measurement shall be made in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 11.0 on the Bid Form for rewrapping dolphins.

2.12 DEMOBILIZATION
(BID ITEM 12.0)

- A. MEASUREMENT for payment shall be made on a per each basis for demobilization.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 1.0 on the Bid Form for demobilization.

2.13 BID ALTERNATE 1 - PROVIDE COMPOSITE MARINE CAMELS
(BID ITEM 13.0)

- A. MEASUREMENT for payment shall be made on a per each basis for providing composite marine camels. Measurement shall be made per camel in place and complete.
- B. PAYMENT shall be made on a per each basis per the amount shown under Bid Item 13.0 on the Bid Form for providing composite marine camels.

2.14 FURNISH AND INSTALL EXTRA ITEMS OF WORK AS DIRECTED

- A. MEASUREMENT for payment shall be on a lump sum basis for furnishing and installing extra items of Work that may arise during the project. Extra items of Work shall be approved by the Engineer before beginning work.
- B. PAYMENT of the lump sum price for the furnishing and installation of extra items of Work shall be full payment for those items approved for installation or credit by the Engineer.

END OF SECTION

SECTION 01340

SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Work included: Make submittals required by the Contract Documents and revise and submit as necessary to establish compliance with the specified requirements.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and the Plans and Specifications.
 - 2. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
- C. Work not included:
 - 1. Unrequired submittals will not be reviewed by the Engineer.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams and similar information to help coordinate the work, but such data shall remain between the Contractor and his subcontractor and will not be reviewed by the Engineer.

1.02 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

B. Substitutions:

1. The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered when substantiated by the Contractor's submittal of required data no later than the question due date specified in the NOTICE TO BIDDERS.
2. Do not substitute materials, equipment, or methods unless the Engineer has specifically approved such substitution in writing for this work.

C. "Or equal":

1. Where the phrase "or equal" or "or equal as approved by the Engineer" occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved in writing for this Work by the Engineer.
2. The decision of the Engineer shall be final.

1.03 SUBMITTALS

A. Shop Drawings

1. Shop drawings, as specified in individual work sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the work.
2. All shop drawings submitted by subcontractors for approval shall be sent directly to the Contractor for preliminary checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
3. The Contractor shall check all subcontractor's shop drawings regarding measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Plans and Specifications. Drawings found to be inaccurate or otherwise in

error shall be returned to the subcontractors for correction before submission thereof.

4. All details on shop drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted for approval.
5. Submit the number of copies which are required to be returned, plus two additional copies to be retained by the Engineer.

1.04 CONTRACTORS RESPONSIBILITIES

- A. The Contractor shall review shop drawings, product data, and samples prior to submission to determine and verify the following:
 1. Field measurements
 2. Field construction criteria
 3. Catalog numbers and similar data
 4. Conformance with the Specifications
- B. Each shop drawing, working drawing, sample, or catalog data submitted by the Contractor shall have affixed to it the following Certification Statement, signed by the Contractor:

"Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

- C. Notify the Owner in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.
- D. The review and approval of shop drawings, samples, or catalog data by the Engineer shall not relieve the Contractor from his responsibility with regard to the fulfillment of the terms of the Contract. The Contractor

assumes all risks of error and omission and the Engineer will have no responsibility therefore.

- E. No portion of the work requiring a shop drawing, working drawing, sample, or catalog data shall be started nor shall any materials be fabricated or installed prior to the approval or qualified approval of such item. Fabrication performed, materials purchased, or on-site construction accomplished which does not conform to approved shop drawings and data shall be at the Contractor's risk. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- F. Project work, materials, fabrication, and installation shall conform with approved shop drawings, working drawings, applicable samples, and catalog data.

PART 2 - PRODUCTS

2.01 MANUFACTURER'S LITERATURE

- A. The following products do not require further approval except for interface within the Work:
 - a. Products specified by reference to standard specifications such as ASTM and similar standards.
 - B. Products specified by manufacturer's name and catalog model number.
- B. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portion of the contents are being submitted for review.
- C. Submit the number of copies which are required to be returned, plus two additional copies to be retained by the Engineer.

2.02 SAMPLES

- A. Provide sample or samples identical to the precise article proposed to be provided. Each sample shall be labeled to designate the material or product, the name of the producer, the name of the Contractor, and the name and number of the project. Each submission shall be accompanied

by a certificate describing each sample submitted for approval and certifying that the material, equipment, or product submitted complies with the contract requirements.

B. Number of samples required:

1. Unless otherwise specified, submit samples in the quantity which is required to be returned, plus one that will be retained by the Engineer.
2. By prearrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Engineer.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work included: Temporary facilities required for this project include, but are not limited to:

1. Temporary Barriers
2. Temporary Fire Protection
3. Safety and Protection
4. Storage
5. Utilities

B. Related work described elsewhere:

1. Compliance with all requirements of pertinent regulations is described in the General Conditions, and Supplemental General Conditions of the Contract.
2. Equipment: Except that equipment shall comply with all requirements of pertinent safety regulations, the ladders, hoists, planks, and similar items normally furnished by individual trades in execution of their own portions of the work are not part of this section of these specifications.

PART 2.00 - PRODUCTS

2.01 TEMPORARY BARRIERS

Furnish, install, and maintain for the duration of construction all barriers, warning signs, and other temporary measures necessary for proper protection of the public, Contractor employees, Owner employees, and the work in compliance with all pertinent safety and other regulations.

2.02 TEMPORARY FIRE PROTECTION

A. The Contractor's fire protection program shall conform to Subpart F of the OSHA Standards for Construction and to these Specifications.

- B. Provide and maintain adequate fire protection in form of U.L. labeled all-purpose fire extinguishers, or other effective means of fire extinguishment, ready for instant use, distributed around the project and in and about temporary inflammable structures during the work.
- C. Gasoline, solvents, and other flammable liquids shall be stored in and dispensed from U.S. listed safety containers in conformance with National Board of Fire Underwriters' recommendations. Storage shall not be within buildings.

2.03 SAFETY AND PROTECTION

- A. Comply with applicable safety regulations, including ANSI Series A10, Safety requirements for Construction and Demolition; and OSHA Part 1926, Construction Safety and Health Regulations. Provide barricades, fences, and other protection measures as required.
- B. Minimize storage of flammable materials and ensure that such material is properly handled and stored. Provide fire extinguishers per code requirements and near locations of flammable products. Do not permit use of open fires or salamanders.
- C. Remove snow and ice from piers, walks, etc., which impedes access, or presents danger to workmen, public, or property.

2.04 STORAGE AREA

During the execution of the work, the Contractor shall locate a storage area for both material and equipment. The Contractor shall use the storage area without obligation or any liability on the part of the Owner and solely at the Contractor's risk.

2.05 UTILITIES

- A. The Contractor shall provide sufficient electric power to the site for construction purposes and illumination if necessary.
- B. The Contractor shall provide adequate temporary toilet facilities and maintain such facilities in a clean sanitary condition.

PART 3 - EXECUTION

3.01 MAINTENANCE OF TEMPORARY FACILITIES

- A. Use all means necessary to maintain temporary facilities and controls in

proper and safe condition throughout the progress of the work.

- B. In the event of loss or damage, immediately make all repairs and replacements necessary to the satisfaction of the Engineer and at no additional cost to the Owner.
- C. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Engineer.

END OF SECTION

SECTION 01700
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 CLEANING

- A. Before inspection for substantial completion, do all necessary cleaning, including the satisfactory removal and disposal of all litter and debris.

1.02 SUBSTANTIAL COMPLETION AND FINAL INSPECTION

- A. Submit written certification that project, or designated portion of project, is substantially complete, and request, in writing, a final inspection. The Owner will make an inspection within 10 days of receipt of request.
- B. Should the Owner determine that the work is substantially complete, he will prepare a punch list of deficiencies that need to be corrected before final acceptance and issue a notice of substantial completion with the deficiencies noted.
- C. Should the Owner determine that the work is not substantially complete, he will immediately notify the Contractor, in writing, stating reasons. After the Contractor completes the work, he shall re-submit certification and request for final inspection.

1.03 ACCEPTANCE OF THE WORK

- A. After all deficiencies have been corrected, a Letter of Final Acceptance will be issued. If only designated portions of the project have been inspected, a Letter of Partial Acceptance will be issued for that portion of the Work.
- B. Acceptance may be given prior to correction of deficiencies that do not preclude operation and use of the facility; however, final payment will be withheld until all deficiencies are corrected.
- C. Until receipt of Letter of Final Acceptance, the Contractor shall be responsible for the work of this Contract.
- D. Upon the date of final acceptance, the Contractor's warranty period shall begin.

END OF SECTION

SECTION 02200

SITE PREPARATION

PART 1 - GENERAL

1.01 GENERAL PROVISIONS

- A. The Conditions of the Agreement and all Sections of Division 1 are hereby made a part of this Section.

1.02 DESCRIPTION OF WORK

- A. Work included: Provide all labor, material, equipment, and incidentals necessary to complete the Work of this Section, and without limiting the generality hereof, provide the following:

1. All demolition not previously provided.
2. Removal and satisfactory disposal of existing litter and debris.
3. Staking out layout and grading.
4. Protection of existing structures to remain.
5. All temporary facilities.

- B. Related Work:

1. SECTION 02220 - DEMOLITION

1.03 PERMITS AND CODES

- A. All work shall comply with applicable codes, ordinances, rules, regulations, and laws of all local, municipal, or state authorities having jurisdiction. The Contractor shall provide all work necessary to make site preparation comply with such requirements without additional cost to the Owner.
- B. Procure and pay for all permits, licenses, bonds, insurance, and other incidental items required for work under this Section.

PART 2 - PRODUCTS

2.01 PERMITS, ETC.

- A. All permits, licenses, bonds, insurance, and other items incidental to the work but not actual work items to be performed by the contractor shall be considered as a product required for site preparation.
- B. There are no environmental or building permits required for this Work. Notification to the Portland Harbor Commission will be done by the Owner.

PART 3 - EXECUTION

3.01 STAKING OUT LAYOUT AND GRADING

- A. All lines and grades not presently established at the site shall be laid out by the Contractor in accordance with the Plans. Maintain all established bounds and benchmarks and replace any that are destroyed or disturbed.
- B. Prior to any construction work, stake out all construction limits. Promptly upon completion of layout work and before any other construction work is begun on the site, notify the Engineer who shall conduct a field inspection of the layout. The Engineer reserves the right to adjust the location of such layouts as he deems necessary to comply with the intent of the Contract Documents.

3.02 PROTECTION OF FACILITIES

- A. Adjoining property and all on site facilities are to be protected from injury resulting from the Contractor's operation. Damage to adjoining property and all on-site facilities which is caused by the Contractor shall be repaired by the Contractor as directed by the Engineer at no additional cost to the Owner.
- B. The Contractor shall notify Dig Safe Systems, Inc (1-888-344-7233) and have utilities field located prior to pile driving or excavating.
- C. The Contractor will use extreme caution when working around utilities located on, under, or near the Work and shall comply with all applicable rules and regulations governing excavations and pile driving activities. Damage to utilities shall be immediately reported to the Engineer and repaired at the Contractor's expense.

- D. The City of Portland and its Engineer, TEC Associates, make no warranty with regard to the actual location of utilities and will be held blameless in the event of damage to them.

END OF SECTION

SECTION 02220

DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide all labor, materials, equipment, and incidentals necessary to complete the Work specified in this section.
- B. Scope of Work includes, but is not necessarily limited to, providing the following:
 - 1. Removal and disposal of:
 - a. Fender system and timber piles as designated on the Drawings for replacement.
 - b. Ladders designated on the Drawings for removal and disposal.
 - c. Miscellaneous hardware, pieces of timber, rubble, and any other materials which are encountered during the course of Work which interfere with Work specified to be done.
- C. Related work specified elsewhere includes:
 - 1. SECTION 02200 - SITE PREPARATION

PART 2 - PRODUCTS

- 2.01 No materials are to be supplied under this specification.

PART 3 - EXECUTION

3.01 DEMOLITION MATERIAL

- A. Contractor shall examine the site and make their own independent estimates of the types and quantities of demolition that will be required to fulfill the Contract requirements. Any failure on the part of the Contractor

to make an independent estimate of demolition quantity or disposal cost shall be the Contractor's responsibility and shall result in no additional cost to the Owner.

- B. All materials removed during demolition designated for disposal shall become the property of the Contractor unless otherwise provided by this Specification.
- C. All material removed during demolition except that which is to be reused or retained by the Owner shall be disposed of off site in conformance with all municipal, state, and federal regulations.
- D. No debris shall be allowed to escape into the harbor.
- E. All existing piles that are to be replaced or interfere with the placement of new piles shall be removed completely.
- F. If the Owner includes Bid Alternate 1 in the Work, the Owner will retain the three existing timber camels. The Contractor will stockpile the camels on the site at a location satisfactory to the Owner.
- G. If the Owner includes Bid Alternate 1 in the Work, the Contractor will salvage and install the existing three sets of camel chains and weights in the new camels.

3.02 EXISTING STRUCTURES

- A. Contractor shall use extreme caution when demolishing structures. Damage caused to adjacent structures or structures to remain that is caused by the Contractor shall be repaired by the Contractor as directed by the Engineer at no additional cost to the Owner.
- B. Contractor shall provide shoring for structures not to be removed but which may be weakened during demolition.

END OF SECTION

SECTION 02311

TIMBER FENDER PILES

PART 1 - GENERAL

1.01 GENERAL REQUIREMENTS

- A. Include GENERAL CONDITIONS as part of this Section.
- B. Examine all other sections of the Specifications for requirements that affect Work of this Section.
- C. Coordinate Work with that of all other trades affecting or affected by Work of this Section. Cooperate with such trades to assure the steady progress of all Work under the Contract.

1.02 DESCRIPTION OF WORK

- A. The Work covered by this Section, without limiting the generality thereof, consists of providing all labor, equipment, material, and incidentals and performing all operations in connection with the installing of timber fender piles and the pulling, cutting, and re-bolting of existing timber fender piles at the locations and to the lines and grades shown on the Drawings or detailed in the Specifications.
- B. Related work specified elsewhere:

- 1. SECTION 06130 - MARINE TIMBER CONSTRUCTION

1.03 QUALITY ASSURANCE

- A. Comply with all rules, regulations, laws, and ordinances of the State of Maine and City of Portland and of all other authorities having jurisdiction. All labor, materials, equipment, and incidentals necessary to make the Work comply with such requirements shall be provided without additional cost to Owner.
- B. Field Monitoring and Testing
 - 1. Monitoring of pile driving operations will be provided by the Owner.

1.04 JOB CONDITIONS

- A. Site and Subsurface Conditions
 - 1. The Contractor shall protect adjacent property, public utilities, structures, and completed Work, from damage associated with the

pile driving operation. The Contractor at his own expense shall repair damage due to pile driving.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Piles shall be handled, transported, stacked, and protected to prevent damage.

1.06 SUBMITTALS

- A. Provide written certification that the piling provided meets the species, grading, and treatment requirements of this Specification.
- B. Provide a shop drawing of pile top banding and the moisture-sealing cap. Submit manufacturer's catalog data and instructions for moisture sealing caps provided by others.

PART 2 - PRODUCTS

2.01 TIMBER PILES

- A. Nineteen (19) timber fender piles shall be furnished by the Owner at no cost to the Contractor for the Contractor to install. Nine (9) of these piles will be salvaged from the area of 100% pile renewal on the east side of the Fish Pier and they are designated on sheet 1 of the Drawings. Ten (10) piles will be from the Owner's stockpile located on the west edge of the International Marine Terminal parking lot. It will be the Contractor's responsibility to move these piles to a point accessible from the water. These nineteen piles are to be used for spot replacement in locations shown on the drawings to replace individual piles.
- B. Timber fender piles provided by the Contractor shall be 55 foot long untreated Greenheart. Each pile shall be in one piece cut from a sound live tree, and free from any defects that will impair its strength and durability. All piles shall be butt-cut above the ground swell, shall have substantially uniform taper from butt to tip end, and shall be free from short kinks. Knots or blemishes shall be trimmed off close to and even with the body of the pile. The axis of the wood piles shall not deviate from the straight line more than one inch for each ten feet of length nor more than six inches for the entire length. Except as otherwise provided herein, piles shall meet the requirements of ASTM D25 Standard Specification for Round Timber Piles.
- C. The minimum pile tip diameter shall be 6 inches and the minimum allowable diameter three feet below the pile butt shall be 14 inches.

- D. No inspection of wood piles will be made by the Owner prior to delivery of piles to the site of the Work. At the site, the piles will be inspected by the Owner's representative and any piles that do not comply with the specifications will be rejected and shall be removed from the site by the Contractor. Regardless of this inspection, any pile broken or damaged during driving will be rejected.
- E. Splicing of piles will not be permitted.

PART 3 - EXECUTION

3.01 EQUIPMENT

- A. Piles shall be installed with approved modern equipment. The proposed pile installation equipment and methods shall be subject to the approval of the Engineer and approval shall be secured before the start of installation.
- B. Piles may be driven with a single acting, double acting, or differential acting steam or air hammer, or diesel hammer, or vibratory hammer which are appropriately sized to prevent pile damage during driving.
- C. Collars or bands of a design approved by the Owner shall be used where required for the protection of pile butts against splitting, brooming or other damage when the piles are driven.
- D. The use of followers will not be permitted.

3.02 INSTALLATION

- A. Driving
 - 1. All piles shall be driven at the locations shown on the Drawings. Pile locations shall be checked during driving and appropriate measures taken, as necessary, to maintain the correct pile location.
 - 2. Each pile shall be driven to a minimum tip elevation of approximately -36 MLW such that the top of the pile matches existing cut-off elevation. Piles that are longer than the required length shall be driven to a tip elevation that utilizes the full length of the pile. Pile driving shall be continuous from ground surface to final tip elevation without interruption. If an abrupt increase in driving resistance is encountered, the driving shall be terminated when the pile penetration is less than 1/2 inch in five successive blows.

B. Obstructions

1. Piles abandoned because of obstructions encountered shall be cut off or pulled out at the discretion of the Engineer.

C. Splicing

1. Splicing of new timber piles will not be permitted.

D. Cutting Off Piles

1. Pile tops shall be cut off square. Cut off elevation shall match existing cut-off elevations. The pile cut-offs shall become the property of the Contractor and shall be removed from the site.

E. Pile Top Protection

1. The tops of all new Greenheart piles shall be neatly trimmed and banded with three stainless steel bands to prevent the pile from splitting. Greenheart piles shall be fitted with a cap or seal that prevents moisture from penetrating the end grain of the wood. The cap or seal may be fiberglass, polyethylene, copper, or stainless steel and must be tightly bonded to the wood with nails and resin or other suitable sealant to exclude moisture.
2. The tops of piles that are pulled, cut, and re-bolted shall be neatly trimmed and coated with two coats of a 50/50 mixture of cuprinol and asphalt roof cement.

E. Pulling Piles

1. Piles which are to be pulled, cut, and re-bolted shall be pulled a sufficient distance to allow removal of the damaged portion of the pile, generally 3-6 feet. The amount of cut-off shall be at the Contractor's discretion based on the condition of the pile.

3.03 TOLERANCES AND CRITERIA FOR ACCEPTANCE

- A. Piles shall be driven as close as practicable to the plan location. A maximum lateral deviation from the correct location at cut-off elevation permitted will be one and one-half inches for single piles.
- B. The plumbness of a driven pile, as measured on the projection of the pile above ground, shall not deviate by greater than five percent from the design alignment.

3.04 DEFECTIVE WORK

- A. Any damaged piles shall be repaired or replaced to the satisfaction of the Engineer.
- B. Any piles improperly installed in the Work shall be removed and replaced or corrected to the satisfaction of the Engineer.

END OF SECTION

SECTION 05500

MISCELLANEOUS METALS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide all labor, materials, equipment, and incidentals necessary to complete the Work specified in this Section.
- B. Scope of Work includes, but is not necessarily limited to, providing the following:
 - 1. Camel chain brackets.
 - 2. Hawse pipes for timber camels.
- C. Related Work specified elsewhere:
 - 1. SECTION 06130 - MARINE TIMBER CONSTRUCTION

1.02 QUALITY ASSURANCE

- A. Except as noted elsewhere, Work shall conform to the latest edition of the following codes and standards:
 - 1. American Society for Testing and Materials (ASTM):
 - A36: Standard Specification for Carbon Structural Steel
 - A153: Zinc Coating (Hot-Dip) on Iron and Steel hardware
 - A307: Carbon Steel Externally Threaded Standard Fasteners
 - F2329-05: Standard Specification for Zinc Coating (Hot-Dip) Requirements for Application to Carbon and Alloy Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners
 - 2. American Welding Society (AWS) latest edition of "Structural Welding Code", steel D1.1 for structural steel buildings.
 - 3. American Institute of Steel Construction (AISC) specifications and standards herein referred to.

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All products provided under this Specification shall be delivered, stored, and handled so they are not lost, stolen, or damaged before installation in the Work. The Contractor at no expense to the Owner will replace any material provided by the Contractor that is lost, stolen, or damaged.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All materials provided by the Contractor shall meet the requirements of this Section. The Contractor at no expense to the Owner shall replace any material rejected by the Engineer as not complying with these Specifications.

2.02 MATERIAL

- A. Structural steel shall conform to ASTM specification A36.
- B. Bolts shall conform to ASTM specification A307 unless otherwise indicated on the Drawings.
- C. Welding rod shall conform to AWS E70xx grade.
- D. Hot-dip galvanize all structural steel and fasteners in accordance with ASTM A153 or F2329-05 as applicable.

PART 3 - CONSTRUCTION REQUIREMENTS

3.01 FABRICATION

- A. Fabrication shall conform to AISC Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings.
- B. All materials shall be clean and straight. Each assembly shall be accurately fabricated to the lines and dimensions called for and shall be free from undue twists, bends, warping, distortion, and other irregularities.
- C. Assemblies shall be fabricated to within + or - 1/8" of their theoretical dimension.
- D. Surfaces to be welded shall be clean and free from foreign material. Preparation of edges by gas cutting shall be done mechanically by a guided torch.
- E. Workmanship shall be equal to standard commercial practice.

3.02 INSTALLATION

- A. All work shall be left safe and available for use at the end of each work window. All bolted or welded parts shall be complete before returned to service.
- B. Installation shall conform to the AISC specification for the Design, Fabrication, and Erection of Structural Steel for Buildings.
- C. Parts covered by this Specification shall be installed in the Work as shown on the Drawings.
- D. Workmanship shall be equal to standard commercial practice.

3.04 DEFECTIVE WORK

- A. Any damaged Work shall be repaired or replaced to the satisfaction of the Owner.
- B. Any Work improperly done shall be removed and replaced or corrected to the satisfaction of the Owner.

END OF SECTION

SECTION 06130

MARINE TIMBER CONSTRUCTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Provide all labor, materials, equipment, and incidentals necessary to complete the Work specified in this Section.
- B. Scope of Work includes, but is not necessarily limited to, providing the following:
 - 1. Replacement of wales, chocks, structural timber, and other miscellaneous Work shown on the Drawings and described in the Specifications.
- C. Related work specified elsewhere includes:
 - 1. SECTION 02311 - TIMBER FENDER PILES
 - 2. SECTION 05500 - MISCELLANEOUS METALS

1.02 QUALITY ASSURANCE

- A. Except as noted elsewhere, Work shall conform to the latest edition of the following codes and standards:
 - 1. American Society for Testing and Materials (ASTM):
 - A153: Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - A307: Carbon Steel Externally Threaded Standard Fasteners
 - F2329-05: Standard Specification for Zinc Coating (Hot-Dip) Requirements for Application to Carbon and Alloy Bolts, Screws, Washers, Nuts, and Special Threaded Fasteners
 - 2. American Association of State Highway and Transportation Officials (AASHTO), Standard Specifications for Highway Bridges, Allowable Unit Stresses for Structural Lumber - Visually Graded.
 - 3. American Wood Preservers Association (AWPA) Standards and Specifications.
 - 4. American Society of Mechanical Engineers (ASME) Standards and Specifications.

1.03 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. All products provided under this Specification shall be delivered, stored, and handled so that they are not lost, stolen, or damaged before installation in the Work. The Contractor at no expense to the Owner will replace any material provided by the Contractor that is lost, stolen, or damaged.

1.04 SUBMITTALS

- A. The Contractor shall submit to the Engineer certification that the structural timber provided meets the requirements for quality, strength, and pressure treatment required by the Specifications.

PART 2 - PRODUCTS

2.01 GENERAL

- A. All materials provided by the Contractor shall meet the requirements of this Section. The Contractor at no expense to the Owner shall replace any material rejected by the Owner as not complying with these Specifications.
- B. The Contractor will supply all material necessary for the Work including but not limited to structural timber, spikes, nails, lags, bolts, pins, and miscellaneous metals. All material supplied by the Contractor will conform to these Specifications. All material shall be new unless otherwise approved by the Owner.

2.02 STRUCTURAL TIMBER

A. SPECIES ACCEPTABLE

- 1. Timber: 4" or less in thickness - Douglas Fir #2 or Southern Pine #1 SR Grade or better.

Timber: Greater than 4" in thickness - Douglas Fir #1 or Southern Pine #1 SR Grade or better.

B. DESIGN AND MANUFACTURE, SAWN LUMBER

- 1. All timber will be well manufactured, cut square at ends, be sawn four sides, have top and bottom parallel unless otherwise indicated, and have inner and outer bark removed. Material shall be rough lumber except as otherwise specified, sized within 1/8" of nominal in width and thickness. Length will be acceptable at -1/4" to +6".

2. Straightness: Only very light warp permitted, slope of grain is limited to 1" in 14".
3. Wane: Wane is limited to 1/12 nominal width of face.
4. Shakes and Checks: Restrictions on shakes, checks, and splits apply whether material is seasoned or unseasoned. The grading of any combination of these imperfections is based on the judgment of the inspector.

Shakes and pith shakes are measured at the ends of pieces and must be wholly enclosed without extending to a surface at or away from end. The size is the distance between lines enclosing the shake and parallel to wide faces of piece and shall not exceed one-third the width of the wide face.

Checks are measured as the penetration from and perpendicular to the wide face. The size shall not exceed one-third the width of the wide face.

Splits are not permitted away from ends of pieces. End splits are limited to a length not exceeding the thickness of the timber.

5. Density: Density shall average on one end or the other not less than 6 annual rings per inch and 1/3 or more summer wood.
6. Knots: Knots shall be sound and tight and be encased. Through knot holes or other holes are not allowed but surface pits or cavities from broken knots or similar causes not over 1/2" deep and not involving unsoundness are permitted. Knots in narrow faces or at the edges of wide faces at any point in the length of the piece shall be limited to sizes of 1 inch in pieces 2 or 3 inches thick, 1 1/2 inches in pieces 4 or 5 inches thick, 2 inches in pieces 6 or 7 inches thick, 2-1/2 inches in pieces 8 to 10 inches thick, and 3 inches in pieces 12 inches or thicker. Such knots shall be measured and limited between lines parallel to the edges of the piece.
7. Lumber furnished shall meet or exceed the design values by AASHTO Standard Specifications for Highway Bridges for lumber used at 19% maximum moisture content and surfaced dry or surfaced green as permitted.

C. CONDITIONING, SAWN LUMBER

1. American Wood Preservers Association Standards and Specifications shall govern all timber conditioning.

D. TREATMENT, SAWN LUMBER

1. All timber provided in accordance with this Specification shall be treated to a retention of 1.0 pounds per cubic foot of chromated copper arsenate (CCA) in accordance with AWPA Standard C2.

2.03 HARDWARE

- A. Hardware shall include bolts with necessary nuts and washers, nails, screws, spikes, pins, and other metal fastenings. Bolts and nuts shall conform to ASTM A307.
- B. Washers shall be dock washers. Provide washers under bolt nut and head.
- C. Timber connectors and other metal fastenings shall be of the type and size shown. Nails shall be common wire nails.
- D. All shackles shall conform to ASME B30.26.

2.04 ZINC-COATING

- A. Hot-dip galvanize all hardware and steel items in accordance with A153 or F2329-05 as applicable.

PART 3 - EXECUTION

3.01 GENERAL

- A. The Contractor shall be required to conduct and phase all Work in a manner that will not interfere with the operations of pier owners and tenants.

3.02 CONSTRUCTION

- A. Framing: Cut and frame all timber so that joints will have fit over contact surfaces. Work is to be set to required levels and lines with members plumb and true. No shimming other than that indicated on the Drawings will be permitted. Open joints are unacceptable. Avoid cutting off treated ends of lumber where possible.
- B. Bracing: Use the full length of bracing members and avoid cutting bracing. Where bracing is cut the cut end should not be installed in the water. Block

bracing as required to account for misalignment of piles. Minimum length of blocks shall be 18 inches and blocks shall be securely held with nails or spikes.

- C. Fastening: Work is to be securely fastened and attached with adequate nails, spikes, bolts, pins, etc. as shown on the Plans or otherwise necessary to suit field conditions. Use dock washers under all bolt heads and nuts in contact with wood. Vertical bolts shall have nuts on the lower end. Bore holes for spikes, pins, and bolts with a bit of the same diameter or smallest dimension of the spike to prevent splitting. All bolt heads or nuts on the top or outer face of timbers or piles shall be countersunk. Secure all blocks and shims with pins, boat spikes, or common nails as appropriate.

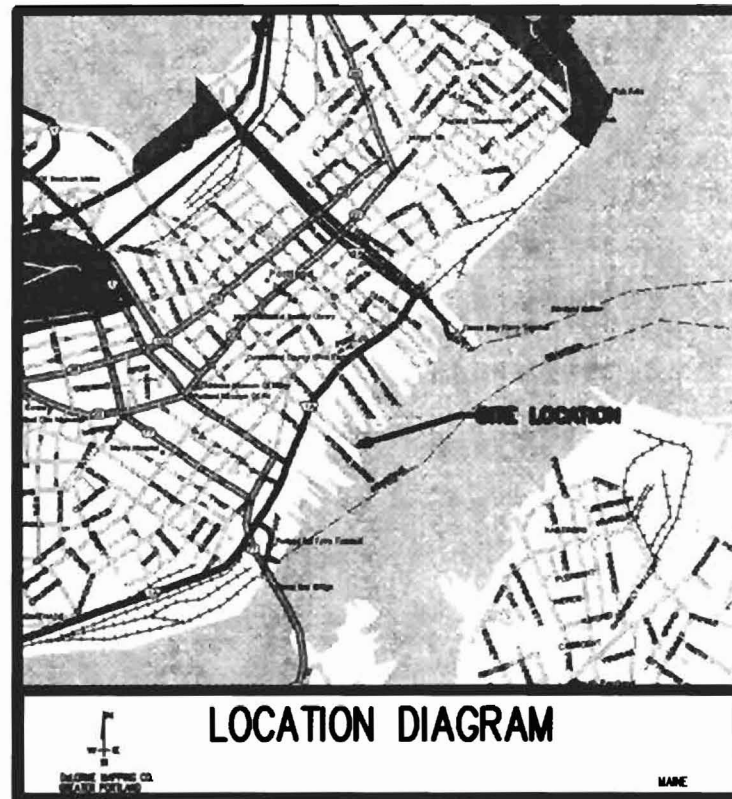
3.03 FIELD TREATMENT

- A. Timber cuts and bored holes during the work must be treated with Cuprinol Wood Preservative or approved equal.

END OF SECTION

CITY OF PORTLAND, MA EXECUTIVE DEPARTMENT PUBLIC BUILDINGS DIVISION

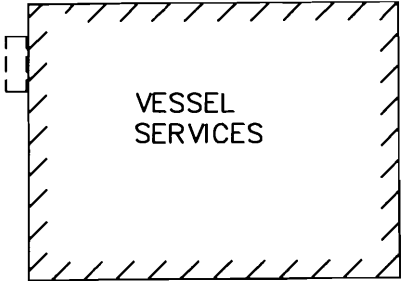
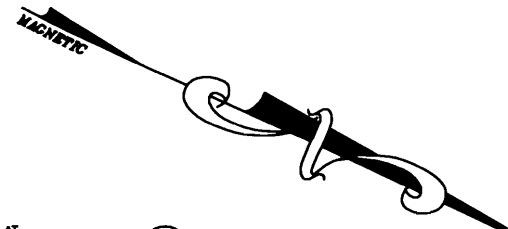
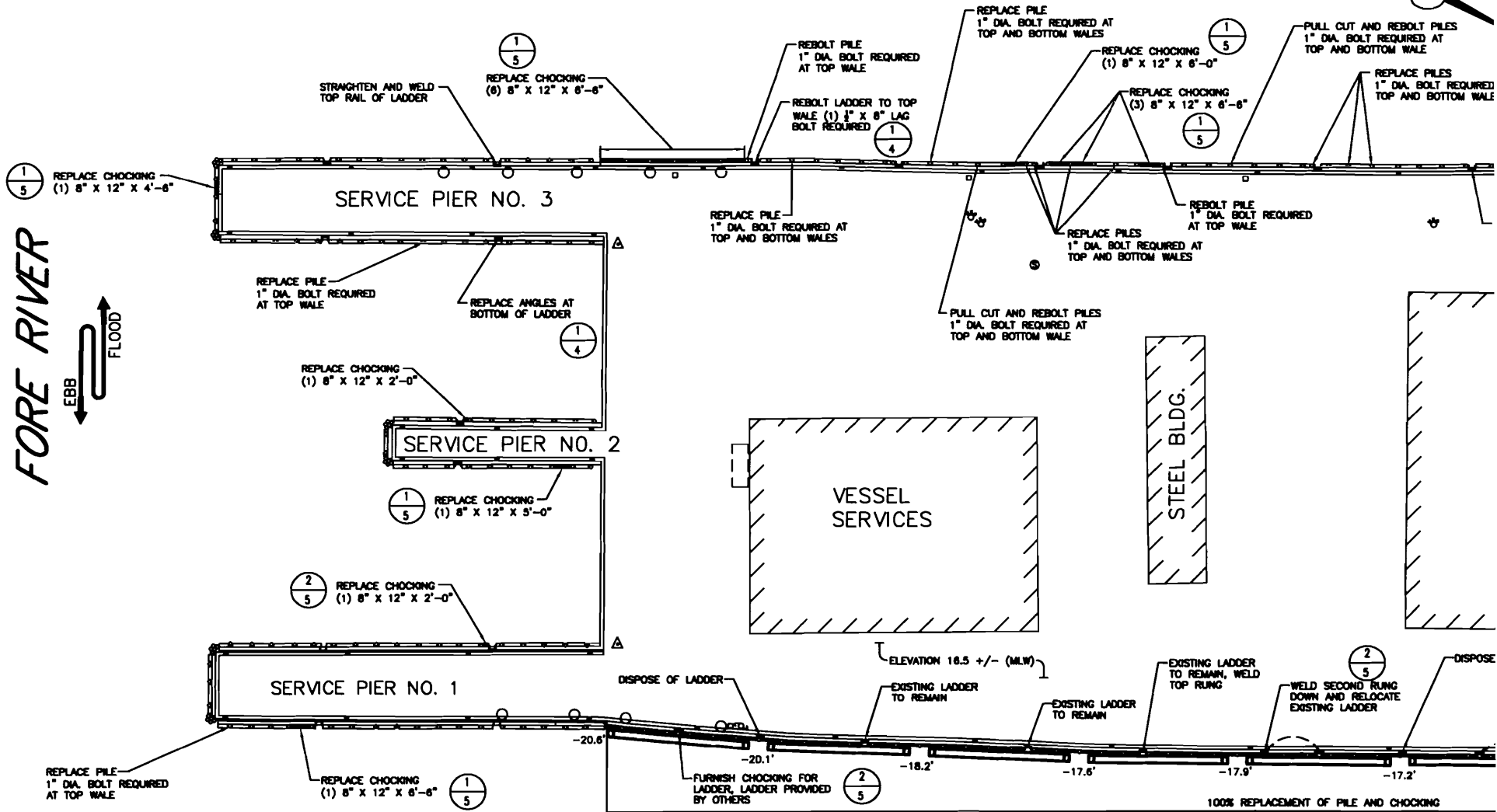
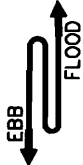
GENERAL WATERFRONT REPAIR AT PORTLAND FISH PIER



LIST OF DR

1. PORTLAND FISH P
2. PORTLAND FISH P
3. PORTLAND FISH P
4. PORTLAND FISH P
5. PORTLAND FISH P
6. PORTLAND FISH P

FORE RIVER

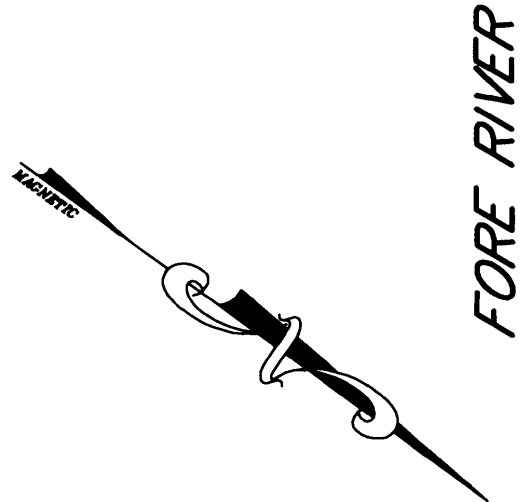


DEPTHS MEASURED ON 2/12/08 (MLW)

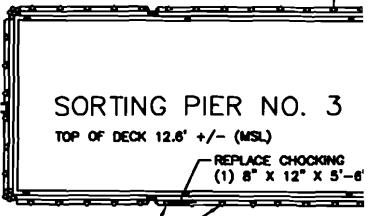
- 100% REPLACEMENT OF PILE AND CHOCKING
- (57) 55' GREENHEART PILES SPACED 6'-8" STARTING AT NO
 - (57) PIECES CHOCKING 8" x 12" x 5'-6"
 - (3) EXISTING TIMBER CAMELS TO BE REHABILITATED AND TU
- BID ALTERNATE 1 -
1. REMOVE EXISTING TIMBER CAMELS AND
 2. PROVIDE (8) 18" DIAMETER X 40' BRACKETS, CHAINS, AND WEIGHTS
 3. PRICE FOR BID ALTERNATE 1 TO BE DELETED IF BID ALTERNATE 1 IS C



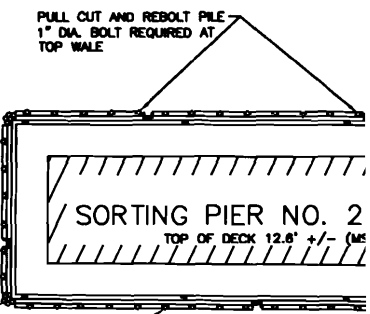
MATCH LINE SEE SHEET 1



ANG
0 TO BE



PULL CUT AND REBOLT PILE - 1\" DIA. BOLT REQUIRED AT TOP WALE



PULL CUT AND REBOLT PILE - 1\" DIA. BOLT REQUIRED AT TOP WALE

REWRAP LOWER CABLE WITH (8) TURNS OF 1\" WIRE ROPE, (3) STAPLES PER TURN PER PILE, AND (3) 1\" WIRE ROPE CLIPS AT EACH CABLE END

REPLACE PILE 1\" DIA. BOLT REQUIRED AT TOP WALE

1/5 REPLACE CHOC (2) 8\" x 12\"

1/5 REPLACE CHOCKING 8\" x 12\" x 4'-0\"

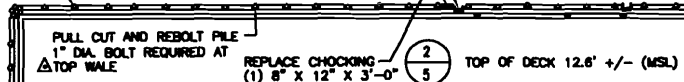
PULL CUT AND REBOLT PILE 1\" DIA. BOLT REQUIRED AT TOP WALE

PULL CUT AND REBOLT PILE 1\" DIA. BOLT REQUIRED AT TOP WALE

PULL CUT AND REBOLT PILE 1\" DIA. BOLT REQUIRED AT TOP WALE

REATTACH LADDER AT TOP AND BOTTOM BOTTOM (2) 3/4\" x 7\" GRIP BOLTS TOP (2) 3/4\" x 13\" GRIP BOLTS WELD NEW PAD EYES TOP AND BOTTOM

1/5 REPLACE CHOCKING 8\" x 12\" x 8'-0\"



PULL CUT AND REBOLT PILE 1\" DIA. BOLT REQUIRED AT TOP WALE

REPLACE CHOCKING (1) 8\" x 12\" x 3'-0\"

2/5



1/5 REPLACE CHOCKING (1) 8\" x 12\" x 5'-0\"

REBOLT LADDER TO BOTTOM WALE (2) BOLTS REQUIRED 1\" x 6\" GRIP

STRAIGHTEN TOP OF LADDER

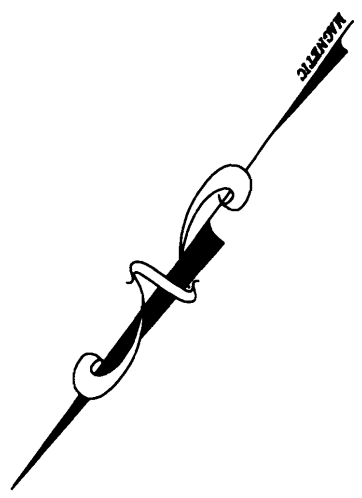
DISPOSE OF EXISTING LADDER, LADDER PROVIDED BY OTHERS

REPLACE PILE 1\" DIA. BOLT REQUIRED AT TOP WALE

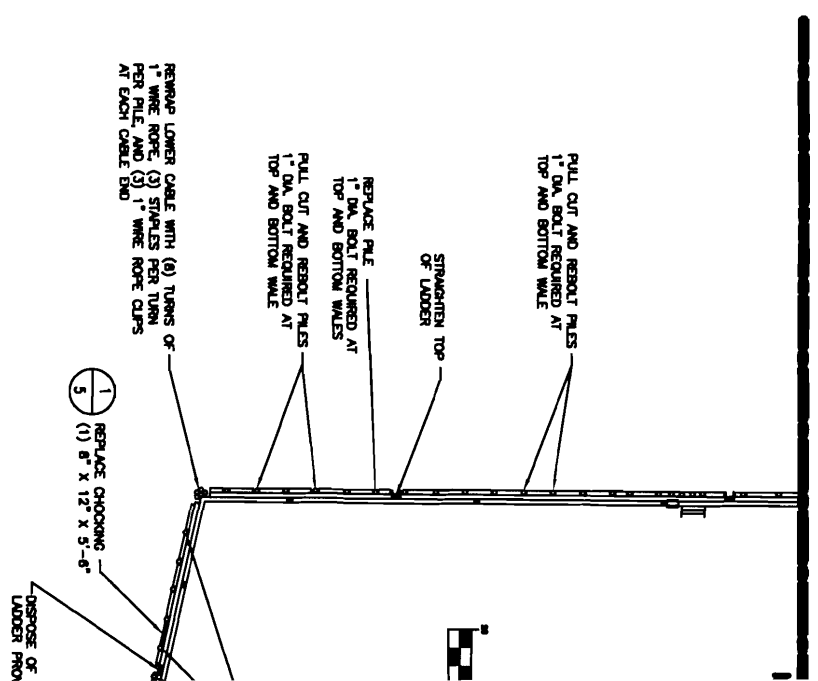
PULL CUT AND REBOLT PILES 1\" DIA. BOLT REQUIRED AT TOP WALE

PULL CUT AND REBOLT PILES 1\" DIA. BOLT REQUIRED AT TOP WALE

1/5 REPLACE CHOCKING 8\" x 12\" x 5'-6\"



FORE RIVER



PULL OUT AND REBOOT PILES
1" DIA. BOLT REQUIRED AT
TOP AND BOTTOM WALE

STRAIGHTEN TOP
OF LAODER

REPLACE PILE
1" DIA. BOLT REQUIRED AT
TOP AND BOTTOM WALES

PULL OUT AND REBOOT PILES
1" DIA. BOLT REQUIRED AT
TOP AND BOTTOM WALE

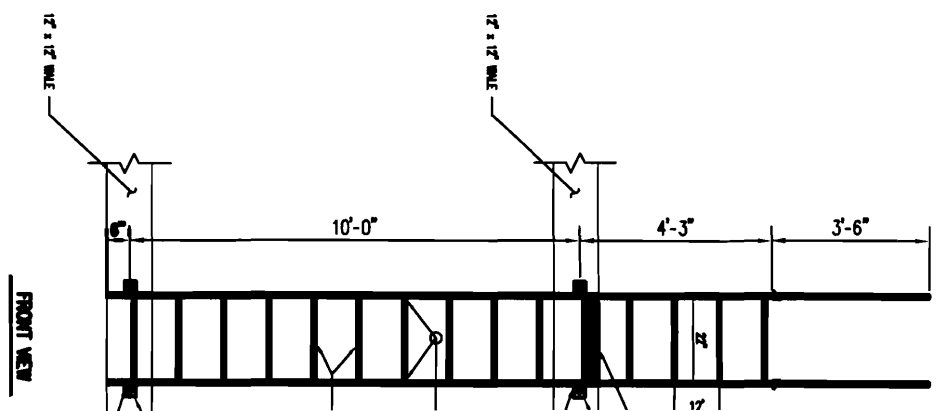
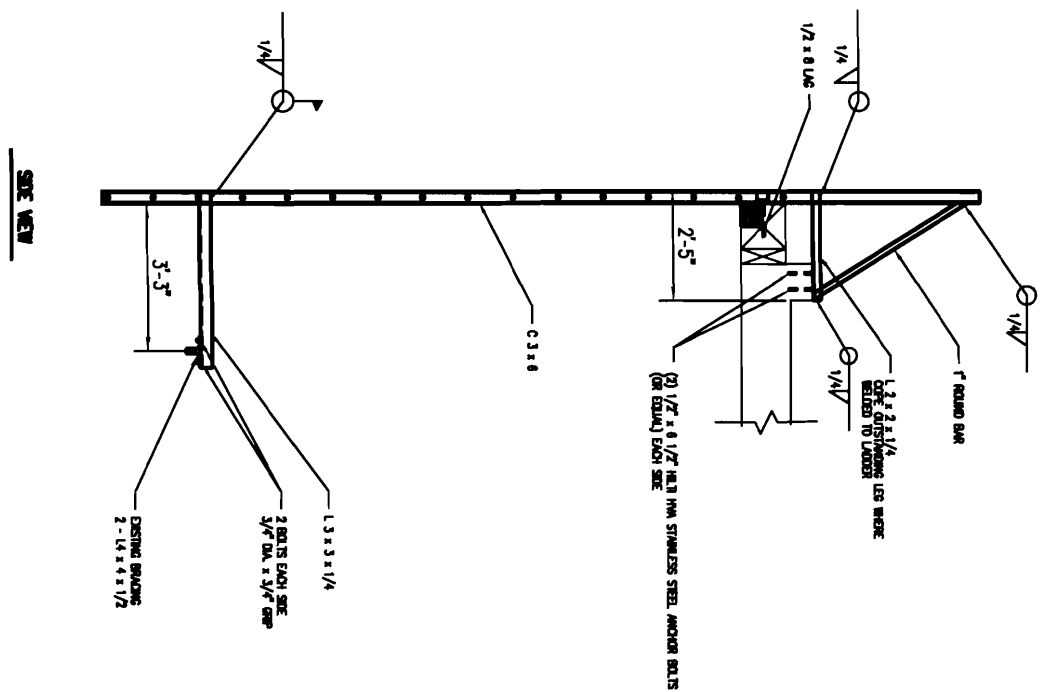
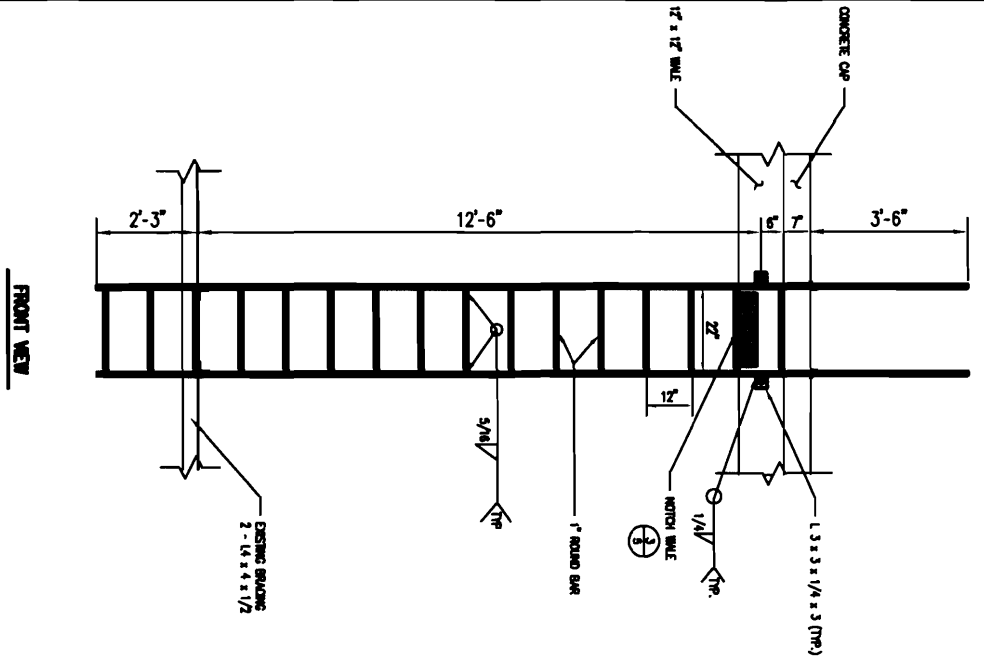
REWORK LOWER CABLE WITH (8) TURNS OF
1" WIRE ROPE; (3) STAPLES PER TURN
PER PILE AND (3) 1" WIRE ROPE CLIPS
AT EACH CABLE END

1
5

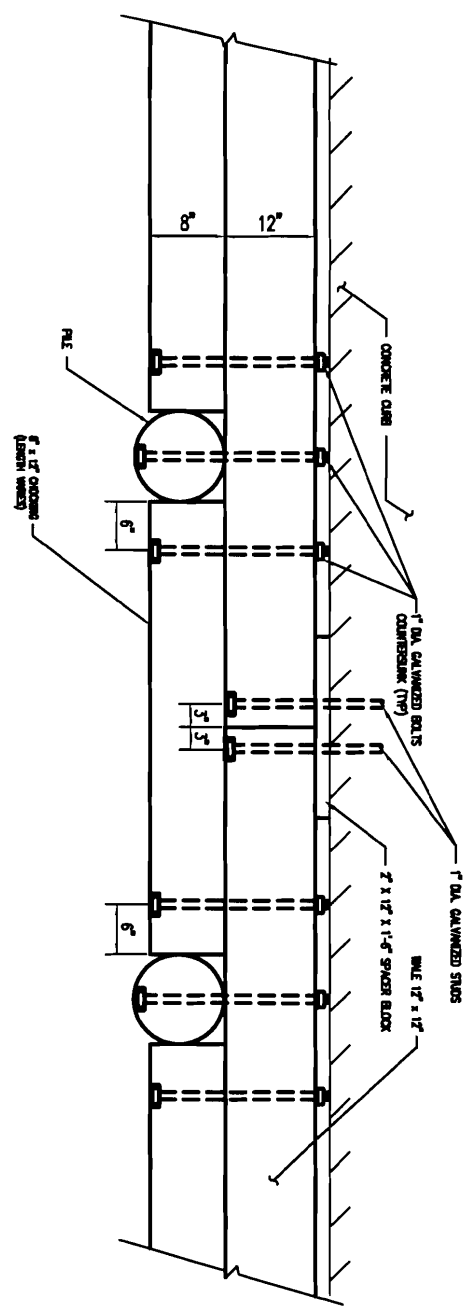
REPLACE CHOCKING
(1) 8" x 12" x 5'-6"

DISPOSE OF
LAODER FROM

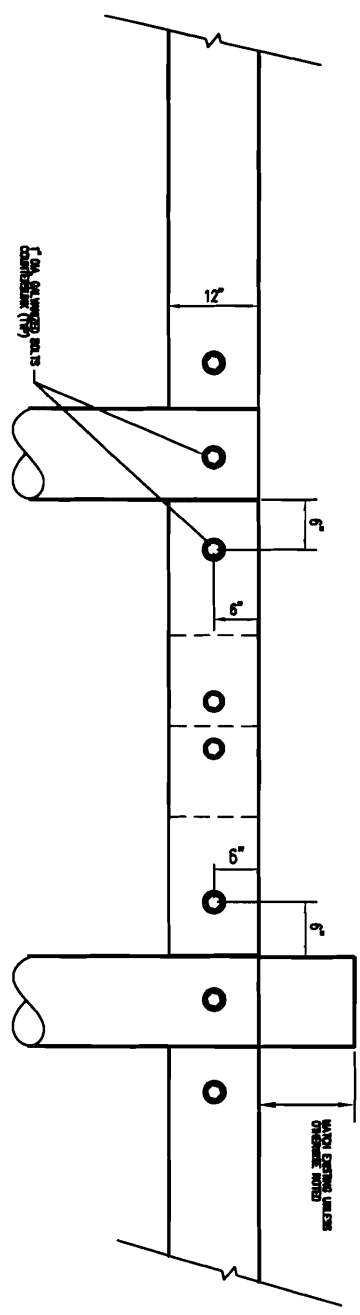




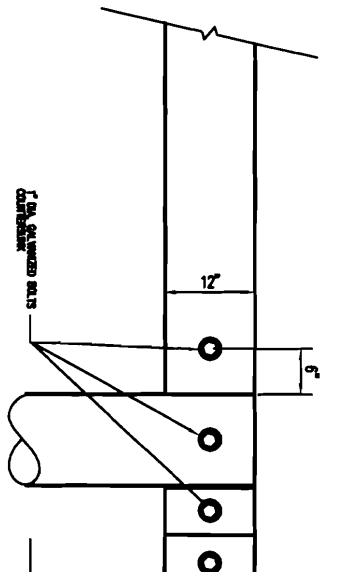
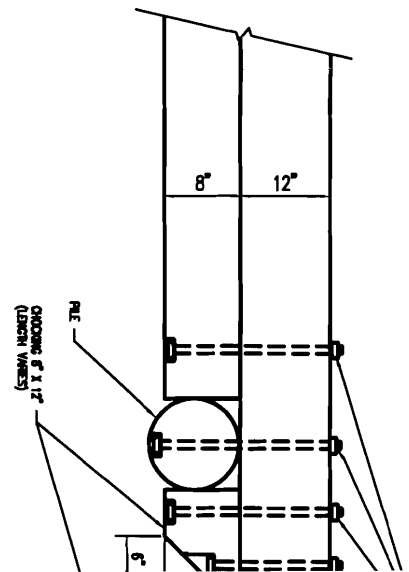
1
4
LAGGER DETAIL AT SERVICE AND STAYING PERS.
SCALE: 1/2" = 1'-0"



PLAN VIEW



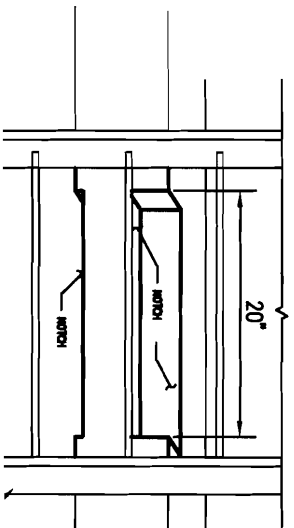
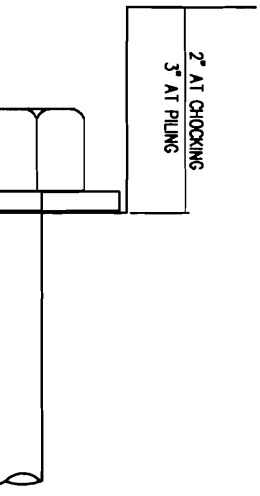
FRONT VIEW

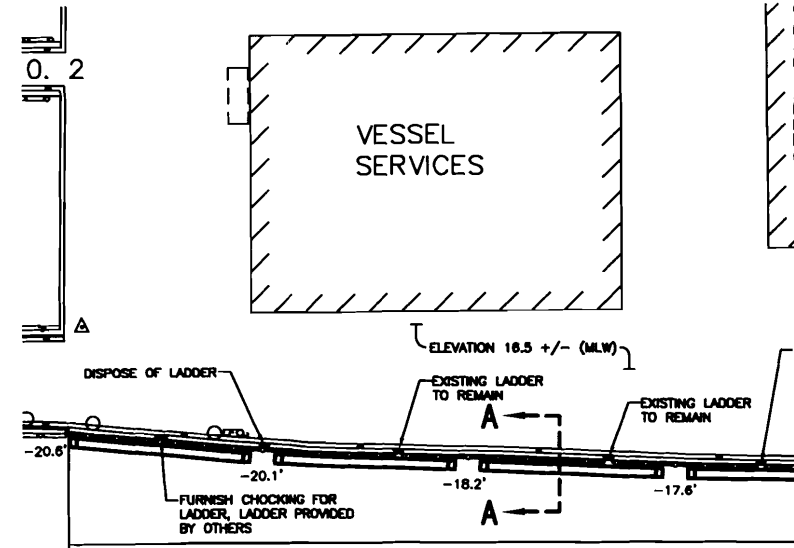
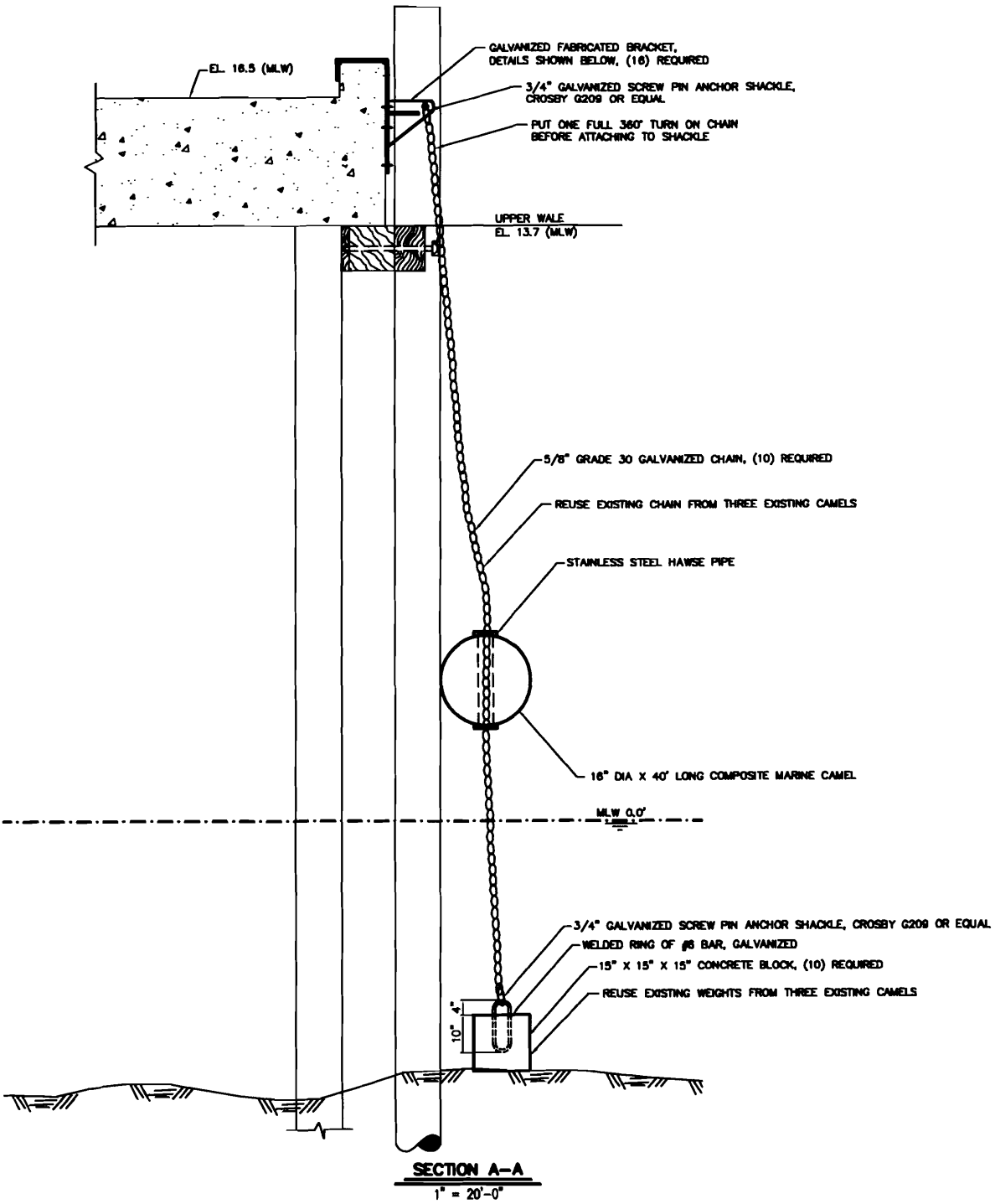


WALE AND CHOCKING DETAIL
SCALE: 1/4" = 1'-0"



WALE AND CHOCK





DEPTHS MEASURED ON 2/12/08 (MLW)

