

DISPLAY THIS CARD ON PRINCIPAL FRONTAGE OF WORK
CITY OF PORTLAND PERMIT ISSUED

Please Read Application And Notes, If Any, Attached

BUILDING PERMIT

Permit Number: 06743-7 2010

This is to certify that City Of Portland/Robert Leeman City of Portland

has permission to Portland Expo Auditorium / Replacing fire escape on padlock side

AT 233 Park Ave CB# 052 C005001

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 written permission procured before this building or part thereof is lathed or otherwise red-in. 24 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. CAPT. R. [Signature]

Health Dept. _____

Appeal Board _____

Other _____
Department Name

[Signature] 10/4/10
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: 10-1143	Issue Date:	CBL: 052 C005001
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Location of Construction: 233 Park Ave	Owner Name: City Of Portland	Owner Address: 389 Congress St	Phone:
Business Name: Portland Expo	Contractor Name: Robert Leeman	Contractor Address: 389 Congress Street Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	Zone: R05

Past Use: Commercial / Portland Expo Auditorium	Proposed Use: Commercial / Portland Expo Auditorium: Replacing fire escape on Hadlock side.	Permit Fee: \$0.00	Cost of Work: \$110,000.00	CEO District: 2
Proposed Project Description: Portland Expo Auditorium / Replacing fire escape on Hadlock side.		FIRE DEPT: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied *See Conditions	INSPECTION: Use Group: A-4 Type: IBL-2003 Signature: JWB 10/14/10	
		Signature: (RL)	Signature: (JWB)	
		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: gg	Date Applied For: 09/13/2010	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 <input type="checkbox"/> Shoreland <input type="checkbox"/> Wetland <input type="checkbox"/> Flood Zone <input type="checkbox"/> Subdivision <input type="checkbox"/> Site Plan Maj <input type="checkbox"/> Minor <input type="checkbox"/> MM <input type="checkbox"/> Date: 9/17/10	Zoning Appeal <input type="checkbox"/> Variance <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Conditional Use <input type="checkbox"/> Interpretation <input type="checkbox"/> Approved <input type="checkbox"/> Denied Date:	Historic Preservation <input type="checkbox"/> Not in District or Landmark <input type="checkbox"/> Does Not Require Review <input type="checkbox"/> Requires Review <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/Conditions <input type="checkbox"/> Denied Date:
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PERMIT ISSUED

OCT - 7 2010

City of Portland

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

City of Portland, Maine - Building or Use Permit

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

Permit No: 10-1143	Date Applied For: 09/13/2010	CBL: 052 C005001
-----------------------	---------------------------------	---------------------

Location of Construction: 233 Park Ave	Owner Name: City Of Portland	Owner Address: 389 Congress St	Phone:
Business Name: Portland Expo	Contractor Name: Robert Leeman	Contractor Address: 389 Congress Street Portland	Phone:
Lessee/Buyer's Name	Phone:	Permit Type: Alterations - Commercial	

Proposed Use: Commercial / Portland Expo Auditorium: Replacing fire escape on Hadlock side.	Proposed Project Description: Portland Expo Auditorium / Replacing fire escape on Hadlock side.
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Dept: Zoning **Status:** Approved with Conditions **Reviewer:** Marge Schmuckal **Approval Date:** 09/17/2010

Note: Ok to Issue:

- 1) This permit is being approved on the basis of plans submitted. Any deviations shall require a separate approval before starting that work. It is understood that this replacement stairway is within the existing footprint and will not be expanded during replacement/repairs

Dept: Building **Status:** Approved with Conditions **Reviewer:** Jeanine Bourke **Approval Date:** 10/04/2010

Note: Ok to Issue:

- 1) An inspection of the installation of the steel and concrete and structural bracing shall be conducted by a licensed engineer and a letter with his/her certification shall be submitted to this office stating compliance with the approved plans by the final inspection or CO.
- 2) Application approval based upon information provided by applicant. Any deviation from approved plans requires separate review and approval prior to work.

Dept: Fire **Status:** Approved with Conditions **Reviewer:** Capt Keith Gautreau **Approval Date:** 09/21/2010

Note: Ok to Issue:

- 1) Stairs must be built to commercial code. (treads, rails, guards, etc.) Stairs must be non-combustible.

Comments: 9/15/2010-gg: Waiting for certificate of design and pdf from Bob. /gg 10/4/2010-jmb: Spoke to Bob L., he will submit the structural information and inspections, also verified closed risers.
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BUILDING PERMIT INSPECTION PROCEDURES

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

or email: buildinginspections@portlandmaine.gov

With the issuance of this permit, the owner, builder or their designee is required to provide adequate notice to the City of Portland Inspection Services for the following inspections. Appointments must be requested 48 to 72 hours in advance of the required inspection. The inspection date will need to be confirmed by this office.

- **Please read the conditions of approval that is attached to this permit!! Contact this office if you have any questions.**
- **Permits expire in 6 months, if the project is not started or ceases for 6 months.**
- **If the inspection requirements are not followed as stated below additional fees may be incurred due to the issuance of a “Stop Work Order” and subsequent release to continue with construction.**

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

 X **The final report of Special Inspections shall be submitted prior to the final inspection or the issuance of the Certificate of Occupancy**

The project cannot move to the next phase prior to the required inspection and approval to continue, REGARDLESS OF THE NOTICE OR CIRCUMSTANCES.

IF THE PERMIT REQUIRES A CERTIFICATE OF OCCUPANCY, IT MUST BE PAID FOR AND ISSUED TO THE OWNER OR DESIGNEE BEFORE THE SPACE MAY BE OCCUPIED.



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 Expo 239 Park Ave</u>		
Total Square Footage of Proposed Structure/Area		Square Footage of Lot
Tax Assessor's Chart, Block & Lot Chart# Block# Lot# <u>032 C 005</u>	Applicant *must be owner, Lessee or Buyer* Name <u>Robert Leeman</u> Address <u>389 Congress st</u> City, State & Zip <u>Portland ME</u>	Telephone: <u>233-0350</u>
Lessee/DBA (If Applicable) RECEIVED SEP 13 2010	Owner (if different from Applicant) Name <u>City of Portland</u> Address <u>389 Congress st</u> City, State & Zip <u>Portland ME</u>	Cost Of Work: \$ <u>110,000</u> C of O Fee: \$ <u>waited for</u> Total Fee: \$ <u>90,175.00</u>
Current legal use (i.e. <u>Building Inspection</u>) If vacant, what was the previous use? <u>City of Portland Maine</u>		
Proposed Specific use: <u>Expo construction Building</u>		
Is property part of a subdivision? <u>No</u> If yes, please name _____		
Project description: <u>waiting for certificate of design - Replacing fire escape on Hadlock side</u> <u>waiting for PDR</u>		
Contractor's name: <u>Robert Leeman</u>		
Address: <u>389 Congress st</u>		
City, State & Zip: <u>Portland ME</u>		Telephone: <u>233-0350</u>
Who should we contact when the permit is ready: <u>Bob Leeman</u>		Telephone: _____
Mailing address: <u>Same</u>		

Please submit all of the information outlined on the applicable Checklist. Failure to do so will result in the automatic denial of your permit.

In order to be sure the City fully understands the full scope of the project, the Planning and Development Department may request additional information prior to the issuance of a permit. For further information or to download copies of this form and other applications visit the Inspections Division on-line at www.portlandmaine.gov, or stop by the Inspections Division office, room 315 City Hall or call 874-8703.

I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature: [Signature] Date: 9/13/10

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



Certificate of Design Application

From Designer: Woodard & Curran
 Date: October 5, 2010
 Job Name: Portland Expo Building Fire Escape Stair Replacement Project
 Address of Construction: 239 Park Avenue

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Dept. of Building Inspections
 City of Portland Maine

2003 International Building Code
 Construction project was designed to the building code criteria listed below

Building Code & Year IBC 2009 Use Group Classification (s) Assembly Group A
 Type of Construction Assembly Group A

Will the Structure have a Fire suppression system in Accordance with Section 903.3.1 of the 2003 IRC N/A
 Is the Structure mixed use? N/A If yes, separated or non separated or non separated (section 302.3) _____
 Supervisory alarm System? N/A Geotechnical/Soils report required? (See Section 1802.2) N/A

Structural Design Calculations

N/A Submitted for all structural members (106.1 - 106.11)

Design Loads on Construction Documents (1603)

Uniformly distributed floor live loads (7603.1.1, 1807)

Floor Area Use	Loads Shown
Stairs	100 psf

Wind loads (1603.1.4, 1609)

N/A Design option utilized (1609.1.1, 1609.6)
100 mph Basic wind speed (1809.3)
III Building category and wind importance Factor, I_w (Table 1604.5, 1609.5)
B Wind exposure category (1609.4)
N/A Internal pressure coefficient (ASCE 7)
N/A Component and cladding pressures (1609.1.1, 1609.6.2.2)
N/A Main force wind pressures (7603.1.1, 1609.6.2.1)

Earth design data (1603.1.5, 1614-1623)

N/A Design option utilized (1614.1)
B Seismic use group ("Category")
SDs = 0.3; SD1 = 0.075 Spectral response coefficients, SD_s & SD_1 (1615.1)
D Site class (1615.1.5)

N/A Live load reduction
N/A Roof EW loads (1603.1.2, 1607.11)
N/A Roof snow loads (1603.7.3, 1608)
60 psf Ground snow load, P_g (1608.2)
N/A If $P_g > 10$ psf, flat-roof snow load p_f
N/A If $P_g > 10$ psf, snow exposure factor, C_e
N/A If $P_g > 10$ psf, snow load importance factor, I_s
N/A Roof thermal factor, C_t (1608.4)
N/A Sloped roof snowload, P_s (1608.4)
B Seismic design category (1616.3)
Ordinary Steel Braced Frame Basic seismic force resisting system (1617.6.2)
R=3-1/4; Cd=3-1/4 Response modification coefficient, R , and deflection amplification factor, C_d (1617.6.2)
N/A Analysis procedure (1616.6, 1617.5)
N/A Design base shear (1617.4, 1617.5.1)
Flood loads (1803.1.6, 1612)
N/A Flood Hazard area (1612.3)
N/A Elevation of structure
Other loads
200 lbs (Handrails) Concentrated loads (1607.4)
N/A Partition loads (1607.5)
N/A Misc. loads (Table 1607.8, 1607.6.1, 1607.7, 1607.12, 1607.13, 1610, 1611, 2404)

SPECIAL INSPECTION PLAN
Portland Expo Building
Portland, ME

Part 1 GUIDELINE

Abbreviations:

RDP – Registered Design Professional
SIC – Special Inspections Coordinator
SI – Special Inspector
TL – Testing Laboratory
BO – Building Official

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Dept. of Building Inspections
City of Portland Maine

The Registered Design Professional (RDP) that developed, stamped and signed the Official (permitted) Documents has prepared this plan, outlining the required testing and inspection program.

The Special Inspection Coordinator (SIC) identified in this plan shall keep records of all inspections.

The Special Inspector (SI) shall observe that the portions of the work identified in this plan are performed in substantial compliance with the Official (permitted) Documents and any subsequent written revisions or clarifications issued by the RDP. The Official Documents comprise the plans approved by the BO, issued amendments, specifications with associated amendments and the approved Special Inspection Plan.

The SI shall not make any design decisions, direct the Contractor's work, be responsible for construction means and methods, be responsible for job site safety nor for enforcing or monitoring compliance with any OSHA or Labor Regulation whatsoever.

The SI shall hold a current and valid certificate of authorization, or license which allows the SI to perform this kind of work, and must possess at least 10 years of verifiable experience and be knowledgeable of the structural system being used in this project.

1.1 DUTIES

The SIC and SI must be thoroughly familiar with Project Specifications and the applicable Building Codes and are also responsible for the exercise of good judgment.

The SIC must bring to the attention of the Owner and RDP any deficiency, deviation from Official Documents or suspected deficiencies or deviations. In addition, the SIC must secure clarifications to the drawings and responses to field generated problems as the need arises.

The Owner must make available to the SIC all pertinent documents relating to the construction of this project - Approved Shop Drawings, Concrete Cylinder and Soil Compaction Test results, Mill Records, etc.

Part 2 INSPECTION PLAN

2.1 SOIL

TL: Verify use of proper materials, densities and lift thicknesses during placement and compaction of controlled fill.

SI: Verify excavations are extended to proper depth and have reached proper material.

Prior to placement of control fill, observe subgrade and verify that site has been prepared properly. Verify foundation drain has been installed per Contract Drawings.

Verify materials below column footings and retaining walls are adequate to achieve the design bearing capacity=2,000psf.

Verify all new foundation concrete is placed on compacted select fill per Contract Drawings.

2.2 CONCRETE FOR FOUNDATIONS AND CAST-IN-PLACE RETAINING WALLS

TL: Verify grade of reinforcing steel; concrete mix verification; slump and concrete cylinder tests.

SI: Verify reinforcing steel placement, grade, size, quantity, cover, splices. Monitoring and approving all data. Verify placement, size, and quantity of all footing dowels prior to placement of concrete piers or foundation walls.

Inspect foundation wall formwork for shape, location and dimensions of the concrete walls being formed.

2.3 STRUCTURAL STEEL

SI: Verify adequacy of installation; verify end anchorage, inserts (if any) and member to member connections; verify required bridging; look for bent, warped, or damaged members and secure required corrections from RDP; secure from RDP verification of any special or unusual conditions. Use digital photography as part of formal record-keeping and send RDP photos of end anchorage, inserts and member-to-

Applicable Testing Laboratory (TL) Reports (compaction, mill reports, etc.) should be made available to the SIC as soon as possible. The TL and SI shall duly make the SIC immediately aware of any changes, modifications done in the field, deviations from the Official Documents, poor workmanship (exposed reinforcement, excessive slumps, columns out of plumb, honeycombs, eccentricities, cracks, etc.) and areas poured or covered up without inspection.

Each Testing Report should also indicate the date, time, weather conditions and the name and signature of the TL.

The SIC must, as soon as possible, bring to the attention of the RDP changes generated in the field, deviations from the Approved Documents and areas of poor or faulty workmanship which require resolution through directives issued by the RDP. Any observed changes, deviations or areas of poor or faulty workmanship shall be recorded in the Field Report. The resolution to these issues must also be recorded in the Field Report.

1.2 RESPONSIBILITY

The presence of an SI or TL on site does not relieve the BO or the RDP of their respective responsibilities; additionally, the Contractor's contractual or statutory obligations are not in any way relieved or forgone. The Contractor has the sole responsibility for any deviations from the approved Official Documents, for quality control, for job site safety and compliance with OSHA and Labor Laws.

It is the responsibility of the SI to observe and ensure the placement and installation of structural components is in conformance with the Official Documents.

It is the responsibility of the SIC to ensure that inspections and testing occur in conformance with this plan and to bring to the attention of the RDP any observed discrepancies or deviations from the Official Documents.

The SI, TL and SIC are to provide services only with regard to the components identified within this Inspection Plan.

1.3 CONCLUSION

These Guidelines together with the Inspection Plan that follows are intended to be an outline of the minimum requirements for the performance of the SIC's work. Additional requirements may be deemed necessary during the course of construction due to the progress of and the manner in which the job is conducted by the General Contractor.

Part 3 APPROVALS

Title	Individual / Firm	Address, Phone #
Special Inspection Coordinator	Bob Leeman, City of Portland	City Hall 389 Congress Street Portland, ME 04101 Phone: 207-874-8700
Special Inspector	Scott Hawk, PE Woodard & Curran	41 Hutchins Drive Portland, ME 04102 Phone: (207) 774-2112
Registered Design Professional	Scott Hawk, PE Woodard & Curran	41 Hutchins Drive Portland, ME 04102 Phone: (207) 774-2112
Testing Laboratory	S.W. Cole Engineering	286 Portland Road Gray, ME 04039-9586 Phone: (207) 657-2866
Building Official	City of Portland	City Hall 389 Congress Street Portland, ME 04101 Phone: 207-874-8700

Owner's Authorization (City of Portland)

 Signature

 Date

Registered Design Professional

Scott Hawk

 Signature

10-6-10

 Date

SCOTT HAWK

 Name (Printed)

WOODARD & CURRAN

 Company



Stamp

Building Official
Robert Leeman

 Signature

10/7/10

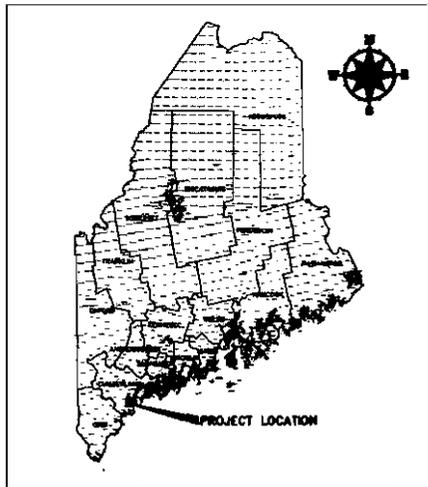
 Date

Robert Leeman

 Name (Printed)

CITY OF PORTLAND PORTLAND, MAINE

PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT



PROJECT LOCATION MAP



PROJECT NO. 203939.73

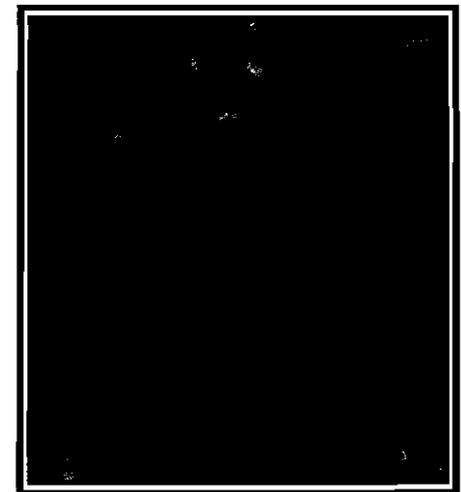
JUNE 2010

100% REVIEW
NOT FOR CONSTRUCTION



41 Hutchins Drive | Portland, Maine 04102
800.426.4262 | www.woodardcurran.com

COMMITMENT & INTEGRITY DRIVE RESULTS



SCALE: 1:5000 TOPOGRAPHIC MAP
SITE LOCATION MAP



CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

CONTRACT AND SPECIFICATIONS

for

PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT PROJECT

Bid Number: [REDACTED]

Dated: [REDACTED], 2010

[REDACTED]

**PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT PROJECT
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	Appendix A Portland Sea Dogs Schedule

ADVERTISEMENT: NOTICE TO CONTRACTORS

Bid # [REDACTED]

Bid No. [REDACTED]
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

PROJECT: PORTLAND EXPO BUILDING FRIE ESCAPE STAIR REPLACEMENT PROJECT

Sealed proposals, addressed to Purchasing Office, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101, and endorsed on the outside of the envelope with the name of the Bidder, Project Name, and Bid number will be received until 3:00 PM (prevailing time) on [REDACTED], 2010, at which time they will be publicly opened and read.

LOCATION: Portland Exposition Building at 239 Park Avenue in Portland, Maine.

OUTLINE OF WORK: Briefly and without force and effect upon the Contract Documents, the work of the Contract can be summarized as follows:

Removal and disposal of existing fire escape stairs and construction of new stairs including footings.

[REDACTED]

[REDACTED]

Plans, specifications and proposal forms for the above named project may be seen at the City of Portland Engineering Office, Department of Public Services, 55 Portland Street, Portland, Maine or at the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine (phone 207-874-8654, fax 207-874-8652 or e-mail krc@portlandmaine.gov). Plans and proposal books are available for purchase at the Purchasing Office, Room 103, City Hall, upon payment in advance of \$50.00 for each set of plans and proposal book or \$75.00 for each set of plans and proposal book to be mailed. Such payment will not be refunded. Each prospective bidder will be required to obtain from the City each copy of the proposal form and plan set. Partial sets will not be issued.

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

NOTICE TO BIDDERS

Bid No. [REDACTED]
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT PROJECT

Sealed bids for the above project, addressed to Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received until 3:00 PM on [REDACTED], 2010, at which time they will be publicly opened.

[REDACTED]

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

All Bids shall be submitted on the attached form and are to remain open for sixty (60) days after their opening. Late bids, bids without the required amount or form of surety, bids not signed and facsimile bids will not be accepted.

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

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

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

Any mechanic's lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the City) and promptly discharged by the Contractor at its own expense. If the Contractor should fail either to defend the City against the lien or to discharge it, then the City may do so at the Contractor's expense. In the event of such an undertaking by the City, the Contractor

will promptly reimburse the City for all its costs and expenses in so doing including, but not limited to, reimbursement of the City's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

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

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

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

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

[REDACTED], 2010
Karen Marston
Assistant Purchasing Manager

BID

Bid No. [REDACTED]
CITY OF PORTLAND, MAINE
DEPARTMENT OF PUBLIC SERVICES

PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT PROJECT

Proposal of _____
Name

Address _____

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

TO: Karen Marston, Assistant Purchasing Manager
City Hall, Room 103
389 Congress Street
Portland, ME 04101

Dear Ms. Marston:

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

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

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

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

Bid Form PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT PROJECT PORTLAND, MAINE			
ITEM	DESCRIPTION	UNIT	ITEM PRICE
1	Fire Escape Stair Replacement	Lump Sum	

Total Amount of Base Bid Written and In Figures Based on Estimate of Quantities <hr/>	
--	--

TOTAL BID PRICE = \$ _____
(Basis of Award)

The undersigned also agrees as follows:

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

"SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" and to prosecute said work in such a manner as final completion shall be executed by [REDACTED], 2010, or within the time limits given in the Special Provisions."

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

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

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

Respectfully submitted this _____ day of _____, 2010

Acknowledgement of Receipt of Addenda:

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder _____

Address _____

Email Address _____

Telephone Number _____

Soc. Sec. Number _____

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

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder _____

Name of Firm or Partnership _____

Business Address _____

Email Address _____

Telephone Number _____ Fax Number _____

Soc. Sec. No. or Tax I.D. Number _____

Names and Addresses of Members of Firm or Partnership:

IF A CORPORATION, SIGN HERE

Name of Bidder _____

Authorized Signature _____
(Name) (Title)

Business Address _____

Email Address _____

Telephone Number _____ Fax Number _____

Soc. Sec. No. or Tax I.D. Number _____

Incorporated under the Laws of the State of _____

Names and Addresses of Officers of the Corporation:

President _____

Secretary _____

Treasurer _____ SS

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

Date: _____

Notary Public - Signature and Seal

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

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

(date)

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

Officer having custody of the records

SS

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

Notary Public - Signature and Seal

_____	_____
_____	_____
_____	_____

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

(This Must Be Filled Out)

NOTICE

ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION
BEFORE SUBMITTING BID

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

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

AGREEMENT BETWEEN THE
CITY OF PORTLAND
AND
(CONTRACTOR)

AGREEMENT entered into this _____ day of _____, 2010 by and between the CITY OF PORTLAND, a body politic and corporate, (hereinafter the "CITY"), and

_____, located at _____
(hereinafter the "CONTRACTOR").

WITNESSETH

WHEREAS, the CITY did advertise by Bid No. [REDACTED], entitled PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT PROJECT; and

WHEREAS, the CONTRACTOR did, under date of _____, 2010, submit a Bid for such work; and

WHEREAS, after due consideration of all the Proposals, the CITY did award the Bid to the CONTRACTOR;

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

1. The CONTRACTOR shall furnish all labor, materials, fixtures, supplies, equipment and transportation and shall perform all work required for the construction and completion of the PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT PROJECT in accordance with the plans and specifications contained in the documents titled PORTLAND EXPO BUILDING FIRE ESCAPE STAIR REPLACEMENT PROJECT, dated [REDACTED], 2010 (hereinafter referred to as "Contract Documents") of which this Agreement is a part. All work shall be performed in strict conformance with the provisions of this Agreement, the Invitation for Bids, the CONTRACTOR's Proposal, General and Detailed Provisions, Plans, "Supplemental Specifications", and "Special and General Provisions" of the Contract Documents which are attached hereto and made a part of this Agreement; and in conformance with the State of Maine, Department of Transportation Standard Specifications, Revision of December, 2002, except as amended herein, and including all current amendments or revisions thereof, all of which are made a part of this Contract. The restatement in this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to waive any terms not so restated.
2. It is agreed that the quantities given in the "Schedule of Items" in the CONTRACTOR's Proposal Section of the Contract Documents will be used as the basis for determining the amount due under this Contract Agreement and for establishing the amount of the required Contract Performance Surety Bond and Contract Payment Surety Bond, and that the amount due under this Agreement so determined is (\$ _____) (hereinafter referred to as the "Contract Price"). The CITY will have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the CONTRACTOR.

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

- 3. Payment shall be in accordance with Section 108 – Payment of the Special Provisions and Supplemental Specifications contained herein. Retainage shall be 10% of the monthly payments claimed until construction is 50% complete. After construction is 50% complete and provided that there is not specific cause for greater retainage, no further retainage will be withheld. Upon substantial completion, the amount of retainage will be reduced to 2% of the total amount due to the CONTRACTOR plus any additional amount necessary to cover punch list items. The final 2% retainage shall be held during the one-year warranty period.

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

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

- 4. CONTRACTOR covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified.
- 5. CONTRACTOR shall supply the CITY with a performance bond, and labor and materials payment bond, each in the amount of (\$ _____), guaranteeing one hundred percent (100%) performance of this Agreement, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State law.
- 6. The CITY reserves the right to require Waivers of Lien from subcontractors and suppliers prior to each progress payment made to CONTRACTOR pursuant to the terms of this Agreement.
- 7. Operations under the CONTRACT DOCUMENTS, whether such operations be by themselves or by any SUBCONTRACTOR under them, requires insurance to be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 8. To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including but not limited to the costs of defense and attorneys' fees arising out of or resulting from the performance of the Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
- 9. Upon receipt of executed contracts, bonds, and insurance as required, the CITY will promptly send an executed CITY contract and a "Notice to Commence Work" to the CONTRACTOR. The CONTRACTOR agrees to perform no work under this Agreement until it receives said

Notice and shall have final completion executed by [REDACTED], 2010. The time set for such completion may be extended only by written consent of the Director of Public Services of the City of Portland (hereinafter referred to as the "DIRECTOR").

- 10. Any mechanic's lien or any other lien which may be filed against the premises which are subject of this Contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the CITY) and promptly discharged by the CONTRACTOR at its own expense. The CITY may require the CONTRACTOR to provide a bond satisfactory to CITY and indemnify it against any lien and as substitution in place of a lien.

If the CONTRACTOR should fail either to defend the CITY against the lien or to discharge it, then the CITY may do so at the CONTRACTOR's expense. In the event of such an undertaking by the CITY, the CONTRACTOR will promptly reimburse the CITY for all its costs and expenses in so doing including, but not limited to, reimbursement of the CITY's reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.

- 11. The CONTRACTOR shall perform the work to the satisfaction of the responsible CITY official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by the CITY under this Contract. CITY inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice.
- 12. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the responsible CITY official will be final and binding.
- 13. The CONTRACTOR shall guarantee the work for a period of one (1) year for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
- 14. CONTRACTOR shall keep accurate records of all services performed under this Agreement and shall submit such information to the CITY on a monthly basis. Payment for such services shall be made to CONTRACTOR not more than thirty (30) days after receipt of said forms and acceptance of the work by the DIRECTOR.
- 15. The CITY may terminate this Agreement for cause by written Notice to the CONTRACTOR. In the event of such termination, CONTRACTOR shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
- 16. The CITY will have the right to terminate this Agreement at any time for its convenience on prior written Notice to CONTRACTOR. If the Agreement is terminated by the CITY for convenience, the CITY will pay the CONTRACTOR for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.
- 17. Out of concern for the public, CITY employees, and CONTRACTOR employees, all work performed by CONTRACTOR shall be in conformance with pertinent OSHA, local, state, and federal government regulations.
- 18. Liquidated damages shall be assessed in accordance with Section 107 for each day that any portion of the work remains incomplete after the contract time has expired.

IN WITNESS WHEREOF, the said CITY OF PORTLAND has caused this Agreement to be

signed and sealed by Joseph E. Gray, Jr., City Manager, thereunto duly authorized, and

_____ has caused this Agreement to be signed and sealed by

_____, its _____, thereunto duly authorized,

the day and year first above written.

WITNESS

CITY OF PORTLAND

BY: _____

Joseph E. Gray, Jr.
City Manager

CONTRACTOR

BY: _____

(Print or type name)

Approved as to Form:

Approved as to funds:

Corporation Counsel's Office

Budget Office

SAMPLE SOLICITATION LETTER TO MBE/WBE FIRMS (See *)

Date: _____

From: _____
(Name of Contractor)

(Street Address)

(City, State and Zip Code)

(Fax #)

(E-mail Address)

To: _____
(Name of MBE or WBE firm)

(Street Address of MBE or WBE firm)

(City, State and Zip Code)

(Fax #)

(E-mail Address)

Please be advised that the City of Portland, Maine; Department of Public Services, has solicited contractor's bids for the construction of the Project:

(Project Name)

The City of Portland will open bids for said project on:

(Bid Opening Date)

We hereby invite you and solicit from you, as an MBE or WBE subcontractor and/or materialman, a sub-bid and/or materials price quote for all labor, services and/or materials which you are capable of providing to us for said project. We expect the amount of any such sub-bid and/or materials price quote to be both reasonable and competitive or we will not accept it.

Our name, business address and phone number are shown above. You may review the plans, specifications and other pertinent Contract Documents at our offices at above address at any time, during usual business hours, prior to the bid opening date.

We must receive your sub-bid and/or materials price quote, in writing, early enough, prior to the bid opening date, to permit us to reasonable review it and to act upon it.

If you need any information pertaining to the project or to a sub-bid and/or materials price quote to be submitted, please contact:

_____ at our offices during usual business hours.
(Contact & Phone Number)

* If letter is mailed it must be sent USPS Certified Mail

Please respond by fax or email back to this office as soon as possible.

_____ will _____ will not _____ be bidding on the above referenced project.
(Name of Bidder)

By: _____
(Signature)

(Printed Name)

(Date)

ADDENDUM #X

To Contract Documents For:

PROJECT NAME

City of Portland Bid Number: XXXX

Project Dated: XXXX

Current Date: XXXX

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

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

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

**KAREN MARSTON
ASSISANT PURCHASING MANAGER**

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

Receipt of Addendum No. X to the City of Portland's **BID #XXXX: PROJECT NAME** is hereby acknowledged.

COMPANY: _____

NAME: _____

SIGNED BY: _____ DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

_____ Zip Code

SAMPLE NOTICE OF AWARD

Bid #

Date

Addressee

RE: NOTICE OF AWARD – Portland Expo Building Fire Escape Stair Replacement Project

Dear

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

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

Separate performance and payment bonds in the full amount of the bid and the following insurance certificates shall be executed and presented for approval: insurance coverage for Contractor's Public and Automobile Liability Insurance shall have \$ 400,000 per person limits. The standard Certificate of Insurance forms shall have the cancellation statement edited. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out. Evidence of proper Workers' Compensation Insurance and Blast Damage Insurance, if applicable, must also be presented for approval.

Should you have any questions pertaining to the above, please contact me at (207) 874-8846.

Very truly yours,
CITY OF PORTLAND

Project Engineer

ACCEPTANCE OF NOTICE

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

By _____ Title _____

This, the _____ day of _____, 2010.

SAMPLE NOTICE TO COMMENCE WORK

Bid # [REDACTED]

Date

Addressee

RE: NOTICE TO COMMENCE WORK – Portland Expo Building Fire Escape Stair Replacement Project

Dear

You are hereby notified to commence work in accordance with the Agreement dated _____, 2010, on or before _____, 2010, and you are to have final completion to be complete by [REDACTED], 2010. The date of completion of all work is therefore _____.

Very truly yours,
CITY OF PORTLAND

Project Engineer

ACCEPTANCE OF NOTICE

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

_____ this, the _____ day of _____, 2010.

By: _____

Title: _____

SAMPLE NOTICE OF FINAL COMPLETION

Bid # [REDACTED]

Date

Addressee

RE: NOTICE OF FINAL COMPLETION – Portland Expo Building Fire Escape Stair Replacement Project

Dear

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

The work is hereby approved and accepted by the City of Portland as of _____, which begins the one year guarantee period. At this point it is essential that the city is provided with the attached statement and lien waiver *(as well as subcontractor/supplier lien waivers) certifying that all the obligations for equipment rentals, materials and supplies purchased, and labor employed on this project have been discharged. If you have any questions please feel free to call me at (207) 874-8846.

Yours truly,
CITY OF PORTLAND

Project Engineer

Bid # _____

**WAIVER OF LIEN
MATERIAL OR LABOR**

State of _____

County of _____

To all whom it may concern:

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

City of Portland, County of Cumberland, State of Maine.

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

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

Given under oath, my hand and seal this _____ day of _____, 20 _____.

By: _____

(Print or type name)

Its _____

Notarized: _____ this _____ day of _____, 20 _____.

My commission expires _____

Bid # [REDACTED]

**SPECIAL PROVISIONS
GENERAL**

The following Supplemental Specifications and Special Provisions shall amend the "State of Maine, Department of Transportation, Standard Specifications, Revision of December, 2002".
In case of conflicts, refer to "Priority of Conflicting Contract Documents" herein.

1. Working Hours

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

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

Construction shall not interfere with the normal flow of traffic on arterial streets.

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

2. Notification of Abutters

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

3. Materials

Materials shall meet the requirements specified in the specifications. Equals shall be considered so long as the contractor can supply sufficient product material and testing data to show that the equal meets or exceeds the performance data of the product identified on the contract documents.

4. Occupational Safety and Health

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

5. Pre-construction Conference

A conference will be held at [REDACTED] within ten (10) days after the awarding of the contract. At this time, the Contractor will be required to submit a graphically illustrated schedule and a plan showing project activities. City officials and representatives of the various utility companies involved in the project will be present at this meeting.

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

6. Schedule of Operations

The Contractor shall submit 3 days prior to the pre-construction conference a detailed schedule showing the sequencing, critical path items, milestones and scheduling of the work. This

BID # [REDACTED]

schedule must show sufficient detail to insure compliance with the contract completion dates. Updates will be required as work progresses.

7. Limitation of Operations

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

8. Questions Regarding Plan and Documents

Questions from prospective bidders relative to this Contract shall be communicated in writing at least 5 days before bid opening to the following:

Purchasing Office
City Hall – Room 103
Tel. (207) 874-8654
Fax: (207) 874-8652
Email krc@portlandmaine.gov

Questions received after this time will not be addressed. Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of this contract will not be binding. Receipt of any addenda must be acknowledged in writing as part of a proposal. Each bidder shall be responsible for ensuring that they have received any and all addenda. The City will not assume responsibility for the receipt by the Contractor for any addenda.

9. Dust Control

Calcium chloride shall be spread only on disturbed unpaved areas. Calcium chloride shall not be spread on paved areas that are covered by granular material. These areas shall be swept clean of all granular material. Dust on paved areas shall be controlled with water before sweeping.

10. Sidewalk and Pavement Replacement

The Contractor shall be responsible for repairing any sidewalk and pavement that has experienced excess settlement, cracking, or opening of joints. Repair may include overlay, removal of unacceptable material and complete replacement, joint sealing or re-cutting as required. This work may be necessary after final acceptance of the work. This work shall be done at no additional cost to the City.

11. Waste Material

All demolition and construction waste material shall be removed from the site and the area left clean upon completion of work. Any equipment or structures damaged by the Contractor shall be repaired or replaced at no additional cost to the City. All demolition and construction waste material not reused or resold by the Contractor must be disposed of at the City of Portland's Riverside Recycling Facility. Transportation and disposal fees associated with the proper disposal of all waste materials generated by the project at Riverside are the responsibility of the Contractor. Location and contact information for Riverside Recycling Facility is as follows:

Riverside Recycling Facility
910 Riverside Street
Portland, ME 04103
(207) 797-6200

12. Sanitary Facilities

The Contractor shall provide self-contained toilet units in sufficient numbers for use of all persons involved in the work.

13. Bids

No bids shall be withdrawn within a period of sixty (60) days after the opening of the bids.

14. Subsurface Soils Information

No subsurface soils information is available. The Contractor shall make his own investigations regarding the actual location and/or nature of such information and shall not make claims for any extra payments for unforeseen or changed conditions.

15. Unauthorized Use of Fire Hydrants

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

16. Anti-Idling Policy

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

17. Working Drawings

Submittals and shop drawings, defined as Working Drawings in the Standard Specifications Section 101.2 Definitions, shall be provided to the Engineer for review and approval. Requirements and timelines for working drawing review shall be in accordance with Section 105.7 of the Standard Specifications.

18. Portland Sea Dogs

Construction will not be permitted on days the Portland Sea Dogs host home games at Hadlock Field (See Appendix A for Portland Sea Dogs Schedule). Temporary barricades and other forms of protection shall be provided during home games to ensure safe passage of patrons and personnel around area of construction.

**SUPPLEMENTAL SPECIFICATION
SECTION 101
CONTRACT INTERPRETATION**

Scope of Section

This Section contains abbreviations, definitions, and general rules of interpretation and shall apply with the following additions or modifications.

101.2 Definitions

Chief Engineer

The definition in the Standard Specifications shall be deleted and replaced with the following. Chief Engineer shall mean the City Engineer, City of Portland, Maine, Public Services Department, acting directly or through his or her duly authorized representatives, who are responsible for the design and administration of the project.

Closeout Documentation

Replace "A letter stating the amount of monies paid to DBE subcontractors to meet Contract DBE goals" with "DBE Goal Attainment Verification Form"

Commissioner

The definition in the Standard Specifications shall be deleted and replaced with the following: Commissioner shall mean the Director of Public Services, City of Portland, Maine.

Department

The definition in the Standard Specifications shall be deleted and replaced with the following: Department shall mean the Department of Public Services, City of Portland, Maine acting through its Director or through his duly authorized representative.

**SUPPLEMENTAL SPECIFICATION
SECTION 102
BIDDING**

Scope of Section

This Section includes requirements related to eligibility to Bid and the Bidding process from advertisement to Bids, through Bid Opening, to the analysis of Bids.

102.1.4 Qualifications of Bidder

The following paragraph will be added as Section 102.1.4.

The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the public interest to do so. "The City reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and verify that the bidder is current in its financial obligations to the City."

102.3 Examination of documents, site and other information

This subsection shall be amended by the addition of the following paragraph.

Plans, Specifications and Bid Forms may be seen at the Engineering Office, Department of Public Services, 55 Portland Street, Portland, Maine; or may be obtained at the Purchasing Office, Room 103, City Hall, upon payment as specified in the published "Notice to Contractors".

102.5.1 Questions from Bidder

This subsection shall be amended to read as follows. Bidders shall direct all technical or Engineering questions including requests for explanations or interpretation or for the use of products or methods other than those described in the specifications in writing to the Purchasing Office not later than five (5) working days prior to the date designated for the opening of the bids. All answers to such requests will be made as addenda to the contract and will be issued in writing to all Bidders.

No oral interpretation will be given to the contract documents.

102.5.2 Bidder's Duty To Notify Department If Ambiguities Discovered

Bidders shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy ("ambiguity, etc.") relating to the Bid Documents, Geotechnical Information, site conditions, or any other information that may significantly affect the cost, quality, Conformity, or timeliness of the Work. If a Bidder discovers any such ambiguity, etc., it must notify the Purchasing Agent immediately in writing. Failure to provide such notice constitutes a waiver of any claim for entitlement for additional compensation or time related to such ambiguity, etc.

102.7.1 Location and Time

This subsection shall be amended to read as follows: Each Bid shall be submitted, document intact, in a sealed envelope. The envelope shall be clearly marked to indicate the name of the Bidder, project name, bid number and be addressed to Purchasing, Room 103, City Hall, 389 Congress Street, Portland, Maine 04101. Bids may be mailed or delivered in person, but they shall be filed prior to the time and at the place specified in the "Notice to Contractors". Bids received after the time for opening of bids will be returned to the bidder unopened.

102.7.2 Effects of Signing and Delivery of Bids

This subsection shall be amended by the addition of the following: Corporations will be required to affix their corporate seal on their Bids.

**SUPPLEMENTAL SPECIFICATION
SECTION 103
AWARD AND CONTRACTING**

Scope of Section

This Section includes requirements related to the final determination of Bid responsiveness and Award and Execution of the Contract.

103.3.2 Notice of Determination

This subsection shall be amended by the addition of the following paragraph: The City reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. The City reserves the right to reject any or all bids if it would be in the public interest to do so. A proposal which includes a combination of abnormally low and abnormally high unit prices, which results in an unbalanced bid, may be rejected. "The City reserves the right to substantiate bidder's qualifications, capability to perform, availability, past performance record and then verify that the bidder is current in its financial obligations to the City."

103.4 Notice of Award

This subsection shall be amended to read as follows: The award of contract, if it be awarded, shall be made within sixty (60) days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by mail at the address shown on his proposal, that his bid has been accepted and that he has been awarded the contract.

**SUPPLEMENTAL SPECIFICATION
SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES**

Scope of Section

This Section sets forth certain rights and responsibilities of the Department and the Contractor that are generally applicable to all contracts. This Section is not all inclusive and additional rights and responsibilities are set forth elsewhere in the Contract.

104.2.3 Authority of Project Manager and Resident

This subsection shall be amended by the addition of the following paragraph: The Resident Engineer or Resident Inspector will not be responsible for nor issue directions regarding the Contractor's safety precautions or programs; nor will they issue directions relative to, or assume control over any aspect of the methods, techniques or procedures of construction.

104.4.6 Utility Coordination

This subsection shall be amended by the addition of the following paragraphs: At points where the Contractor's operations are adjacent to properties of railways, telephone, gas, water and/or power companies, or are adjacent to other property, damage to which might result in considerable expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

It is anticipated that utility poles will not be relocated prior to commencement of contract work. The Contractor is advised to schedule its work to accommodate the possibility of utility pole and overhead wire obstructions.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, and the duplication or rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

No person, firm, or corporation, including City forces, shall make or cause to be made any opening or excavation in a City Street, way, or public place until contact has been made with all utilities to locate any existing underground gas, water, telephone, power or other installations within said street, way or public place. When gas or other flammable service to buildings is discontinued, the existing service line for such service shall be terminated at a point outside the building.

In the event of interruption to water or utility services as a result of accidental breakage, or as a result of being exposed or supported, the Contractor shall promptly notify the proper authority. Contractor shall cooperate with the same authority in the restoration of such service as promptly as possible.

Water lines, gas lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and all other utility appurtenances within the limits of the proposed construction are to be moved by the owners with or without expense to the Contractor, unless otherwise provided for, or as noted in the plans.

The contractor shall notify Dig Safe prior to the start of excavation. The Contractor shall also ascertain the location of existing utilities and any other necessary information by direct inquiry at the office of the following utility owners:

Electric:
Central Maine Power Company
162 Canco Road
Portland ME 04103
Attention:
Tom Atwood
Tom Bryant
Breanna Pierce

Water:
Portland Water District
225 Douglass Street
Portland ME 04101
Attention:
Frank Meader
Jay Arnold

Telephone:
FairPoint
13 Davis Farm Road
Portland ME 04103
Attention:
John Caprio

Fire Alarm:
Portland Fire Department - Electric
109 Middle Street
Portland ME 04101
Attention:
Ben Diaz

Gas:
Unitil Corporation
1075 Forest Avenue
Portland ME 04103
Attention:
Steve Lewis
Sam Murray

Cable TV:
Time Warner Cable
118 Johnson Road
Portland ME 04102
Attention:
Deb Paiement
Don Johnson

Railroad:
Maine Central Railroad
P. O. Box 9701
Portland ME 04104
Attention:
Mr. Robert Hough

Sewer:
Dept. of Public Services
55 Portland Street
Portland ME 04101
Attention:
Steve Earley
John Emerson

The completeness of the above listing is not guaranteed by the City of Portland

104.5.10 Warranty and Maintenance Bonds

This subsection shall be amended to read as follows: Warranty and Maintenance Bonds may be required of the Contractor or the subcontractor for specified items that the Department deems appropriate. The Bond must name the "City of Portland" as an obligee. The Contractor shall provide a copy of said bond to the Department as part of the projects closeout documentation prior to final acceptance. Should the subcontractor be required to provide a Warranty or Maintenance Bond, the Contractor hereby authorizes the Department to directly contact Landscape Subcontractor and/or its Surety in the event of a failure of the bonded item to perform as specified. The amount and duration of the Warranty and Maintenance bond for each project will be stated in the contract agreement.

**SUPPLEMENTAL SPECIFICATION
SECTION 107
TIME**

The provisions of Section 107 of the Standard Specifications shall apply with the following additions:

107.1 Contract Time and Contract Completion Date

Work on this project shall be completed through base paving by June 30, 2010, with final completion, including surface paving, by September 30, 2010.

107.7 Liquidated Damages

107.7.1 General

Except as expressly provided otherwise in this Contract, the Contractor shall owe the Department the per diem amount specified in Section 107.7.2 - Schedule of Liquidated Damages for each Day that any portion of the Work remains incomplete after the Contract Time has expired. Liquidated Damages will be deducted from amounts otherwise due the Contractor. For related provisions, see Sections 107.1 - Contract Time, 107.5.1(D) - Winter Suspensions - Impact on Liquidated Damages, and 109.5 - Adjustments for Delay.

Permission for the Contractor or the Surety to continue and finish Work after the Contract Time has expired shall not waive the Department's rights to assess Liquidated Damages.

107.7.2 Schedule of Liquidated Damages

The specific per diem rates for Liquidated Damages are set forth below. By executing the Contract, the Contractor acknowledges that such an amount is not a penalty and that the daily amount set forth in the Contract is a reasonable per diem forecast of damages incurred by the Department due to the Contractor's failure to Complete the Work within the Contract Time.

Original Contract Amount		Per Diem Amount of Liquidated Damages Calendar Day
From More Than	To and Including	
0	\$100,000	\$100
\$100,000	\$300,000	\$175
\$300,000	\$500,000	\$250
\$500,000	\$1,000,000	\$325
\$1,000,000	\$2,000,000	\$500
\$2,000,000	\$4,000,000	\$750
\$4,000,000	and more	\$1,000

**SUPPLEMENTAL SPECIFICATION
SECTION 108
PAYMENT**

Scope of Section

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

108.3 Retainage

This subsection reads as follows: Retainage shall be 10% of the monthly payments claimed until construction is 50% complete. After construction is 50% complete and provided that there is not specific cause for greater retainage, no further retainage will be withheld. Upon substantial completion, the amount of retainage will be reduced to 2% of the total amount due to the Contractor plus any additional amount necessary to cover punch list items. The final 2% retainage shall be held during the one-year warranty period.

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

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

108.4.1 Price Adjustment for Hot Mix Asphalt

For all contracts with hot mix asphalt, a price adjustment for performance graded binder will be made for the following pay items:

- Item 403.206 Hot Mix Asphalt - 25 mm
- Item 403.207 Hot Mix Asphalt - 19 mm
- Item 403.208 Hot Mix Asphalt - 12.5 mm
- Item 403.209 Hot Mix Asphalt - 9.5 mm (sidewalks, drives, & incidentals)
- Item 403.210 Hot Mix Asphalt - 9.5 mm
- Item 403.211 Hot Mix Asphalt - Shim
- Item 403.212 Hot Mix Asphalt - 4.75 mm
- Item 403.213 Hot Mix Asphalt - 12.5 mm (base and intermediate course)

Price adjustments will be based on the variance in costs for the performance graded binder component of hot mix asphalt. They will be determined as follows:

The quantity of hot mix asphalt for each pay item will be multiplied by the performance graded binder percentages given in the table below times the difference in price between the base price and the period price of asphalt cement. Adjustments will be made upward or downward, as prices increase or decrease.

Item 403.206: 4.8%	Item 403.210: 6.2%
Item 403.207: 5.2%	Item 403.211: 6.2%
Item 403.208: 5.6%	Item 403.212: 6.8%
Item 403.209: 6.2%	Item 403.213: 5.6%

Hot Mix Asphalt: The quantity of hot mix asphalt will be determined from the quantity shown on the progress estimate for each pay period.

Base Price: The base price of performance graded binder to be used is the price per standard ton current with the bid opening date. This price is determined by using the average New England Selling Price, as listed in the Asphalt Weekly Monitor.

- A. **Period Price:** The period price of performance graded binder will be determined by the Department by using the average New England Selling Price, listed in the Asphalt Weekly Monitor current with the date of asphalt placement. The maximum Period Price for paving after the adjusted Contract Completion Date will be the Period Price on the adjusted Contract Completion Date.

108.8 Final Payment

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

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

**SUPPLEMENTAL SPECIFICATION
SECTION 110
INDEMNIFICATION, BONDING, AND INSURANCE**

Scope of Section

This Section contains general requirements for indemnification, bonding, and insurance by the Contractor.

110.2 Bonding

This subsection is amended by the addition of the following: whenever the word "Treasurer of the State of Maine" appears in the Standard Specifications, it shall mean the City of Portland, Maine.

110.3 Insurance

This subsection shall be amended to read as follows: Before work is started under the contract, the Contractor will be required to file with the City of Portland, a Certificate of Insurance, executed by an insurance company or companies satisfactory to the City and licensed by the State of Maine Insurance Department to do business in the State of Maine, stating that the Contractor carries insurance in accordance with the following requirements and stipulations:

- A. **Workers' Compensation Insurance:** With respect to all the operations the Contractor performs and all those performed for him by subcontractors, the Contractor or the subcontractor shall carry Workers' Compensation Insurance or shall qualify as a self-insurer with the State of Maine Industrial Accident Commission, all in accordance with the requirements of the laws of the State of Maine.
- B. **Commercial General Liability:** Operations under the CONTRACT DOCUMENTS, whether such operations be by themselves or by any SUBCONTRACTOR under them, requires insurance to be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$500,000 for all property damage sustained by any one person in any one accident-, and a limit of liability of not less than \$500,000 aggregate for any such damage sustained by two or more persons in any one accident. The insurance certificate shall also name the City as additional insured on Liability portions (not W/C).
- C. **Automobile Liability Insurance:** The Contractor shall carry Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used in connection with the contract, covering bodily injury liability of not less than four hundred thousand dollars (\$400,000.) for all damages arising out of bodily injuries to or death of one person, and covering property damage liability for a limit of not less than four hundred thousand dollars (\$400,000.) for all damages arising out of injury to or destruction of property in one accident or occurrence.
- D. **Blasting:** When explosives are to be used in the prosecution of the work, the insurance required under paragraphs (a), (b), and (c) above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.
- E. **Execution and Limitation:** Each policy shall be signed by the President and Secretary of the insurance company and shall be countersigned by a licensed resident agent in the State of Maine as an authorized representative of the company.
- F. **Claims:** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- G. **Compliance:** with the requirements of this subsection may be met by procurement of insurance covering all work under contract with the City or may be met by procurement of

- separate insurance for each individual contract. In either case a Certificate of Insurance shall be filed for each contract to show evidence that all required insurance has been obtained.
- H. **Termination or Change of Insurance:** Each insurance policy shall be endorsed to provide that the insurance company shall notify the City by certified mail at least 30 days in advance of cancellations or of any change in the policy. No change shall be made without prior written approval of the City. The Contractor shall keep all the required insurances in continuous effect until 31 days after the date of final acceptance of the project or until such time as may be established by the City.
- I. **Contractual Liability Insurance:** The Contractor shall carry Contractual Liability Insurance covering the liability Contractor has assumed under the contract to indemnify and save harmless the City of Portland, its officers and employees with respect to bodily injuries in or death of any person or persons or injury to or destruction of property. The limits for such insurance shall be not less than those specified for Commercial General Liability Insurance in paragraph (b) above.

**SUPPLEMENTAL SPECIFICATION
SECTION 202
REMOVING STRUCTURES AND OBSTRUCTIONS**

The provisions of Section 202 of the Standard Specifications shall apply with the following additions and modifications:

202.011 Depth of Removal

All structures and obstructions shall be removed to a depth as required to allow construction of the project as presented in the construction documents. Removal below subgrade depth shall only be performed at the direction of the City.

202.03 Removing Existing Superstructure, Structural Concrete, Railings, Curbs, Sidewalks and Bridges

This subsection is amended by the addition of the following:

JOB CONDITIONS:

- A. **Occupancy:** City will be continuously occupying areas adjacent to demolition. Conduct demolition work in manner that will minimize disruption of City's normal operations.
- B. **Permits:** Contractor shall determine and obtain all required permits for demolition.
- C. **Condition of Structures:** The City assumes no responsibility for actual condition of structures to be demolished.
- D. **Explosives:** Use of explosives will not be permitted for demolition purposes.
- E. **Traffic:** Conduct demolition operations and removal of debris to ensure no interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways.
- F. **Protections:** Provide temporary barricades and other forms of protection to ensure safe passage of personnel around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons.
 - 1. Provide protective measures as required to provide free and safe passage of people.
 - 2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to the demolished and adjacent facilities or work to remain.
 - 3. Remove protections at completion of Work.
 - 4. Demolition activities will be completed in a manner consistent with 29 CFR 1926/1910 - OSHA Safety and Health Standards for Construction Industry. It is the responsibility of the Contractor to assure compliance with the OSHA standards.
- G. **Damages:** Promptly repair damages caused to adjacent facilities by demolition operations at no cost to the City.
- H. **Environmental Controls:** Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations, permits, laws, ordinances, etc. pertaining to environmental protection. Dust control will be maintained in accordance with the provisions of MDOT Section 637 and is the responsibility of the Contractor.

PREPARATION:

- A. **General:** Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure or element to the demolished and adjacent facilities or work to remain.

- B. Stop demolition operations and notify the City immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

DEMOLITION:

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings or as specified in applicable regulations.
- B. Provide services for effective air and water pollution controls (water sprinkling, temporary enclosures, and other suitable methods) to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations, permits, laws, and ordinances pertaining to demolition of structures.
- C. Saw-cut asphalt and concrete paved surfaces before removal. Joint cut should be neat and straight.

202.06 Removing Bituminous Concrete Pavement

This section is modified by adding the following paragraphs: Prior to the removal of bituminous pavement the limit of the removal area shall be saw cut to the appropriate depth for this given location where new pavement will be matched to existing pavement. Existing bituminous asphalt or Portland Cement Concrete pavement areas to be totally removed shall be saw cut to the full existing pavement depth. The preparation of a butt joint will not require saw cutting.

The cutting equipment used shall be exclusively designed for the purpose. It shall be capable of establishing a straight and vertical cut and to minimize chipping of the edge of the existing surface to remain.

202.061 Removing Pavement Surface

This section is modified by adding: The milled surface shall have a uniform texture and provide acceptable rideability for vehicles. Should resurfacing be delayed or the resulting milled surface be unsatisfactory for any reason, a bituminous leveling course or temporary pavement may be required. The Contractor shall clean the milled surface and surrounding area of all loose material prior to use by traffic.

**SUPPLEMENTAL SPECIFICATION
SECTION 203
EXCAVATION AND EMBANKMENT**

The provisions of Section 203 of the Standard Specifications shall apply with the following additions and modifications:

203.01 Description

Paragraph (b) Rock Excavation shall be modified to read: "each having a volume of one-half cubic yard or more".

203.04 General

The Contractor shall excavate rock if encountered to the lines and grades indicated on the drawings, shall dispose of the excavated material, and shall furnish acceptable material for backfill in place of the excavated rock.

The Contractor shall remove all dirt and loose rock from the designated areas and shall clean the surface of the rock thoroughly, using steam to melt snow and ice, if necessary. Water in depressions shall then be removed as required so that the whole surface of the designated area can be inspected to determine whether seams or other defects exist.

The surface of rock foundations shall be left sufficiently rough to bond well with the masonry and embankments to be built thereon; and, if required, shall be cut to rough benches or steps. Before any masonry or embankment is built on or against the rock, the rock shall be scrupulously freed from all vegetation, dirt, sand, clay, boulders, scale, excessively cracked rock, loose fragments, ice, snow, and other objectionable substances. Picking, barring, wedging, streams of water under sufficient pressure, stiff brushes, hammers, steam jets, and other effective means may be used to accomplish this cleaning. All free water left on the surface of the rock shall be removed.

203.042 Explosives

Blasting to remove rock is not anticipated for this project.

203.07 Basis of Payment

All work under this section shall be considered as part of the Lump Sum price for the Contract.

**SUPPLEMENTAL SPECIFICATION
SECTION 304
AGGREGATE BASE AND SUBBASE COURSE**

The provisions of Section 304 of the Standard Specifications shall apply with the following additions and modifications:

304.02 Aggregate

Sources of Aggregate and preliminary test results shall be submitted ten working days prior to any placement of material on the job. Failure of these preliminary tests will be grounds for rejection of material from that source. Aggregates will be tested on the job and shall meet these specifications as the material is incorporated into the work.

304.07 Basis of Payment

All work under this section shall be considered as part of the Lump Sum price for the Contract.

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

The provisions of Section 401 of the Standard Specifications shall apply with the following additions and modifications:

401.11 Preparation Of Existing Surfaces

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

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

All vertical cuts in existing pavements shall be tack coated. The surface of the joint once completed shall be flush with the existing pavement.

Specified compaction of bituminous pavement in all work included in this contract shall be achieved without the assistance of vibratory action of the roller unless otherwise directed.

All work under this section shall be considered incidental.

**SUPPLEMENTAL SPECIFICATIONS
SECTION 403
HOT BITUMINOUS PAVEMENT**

The provisions of Section 403 of the Standard Specifications shall apply with the following additions and modifications:

403.01 Description

This work shall consist of construction of machine placed bituminous pavement, and hand placed bituminous pavement, in accordance with these specifications.

403.05 Basis of Payment

All work under this section shall be considered as part of the Lump Sum price for the Contract.

**SUPPLEMENTAL SPECIFICATION
SECTION 409
BITUMINOUS TACK COAT**

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

409.07 Application of Bituminous Material

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

409.09 Basis of Payment

All work under this section shall be considered as part of the Lump Sum price for the Contract.

**SUPPLEMENTAL SPECIFICATION
SECTION 607
FENCES**

The provisions of Section 607 of the Standard Specifications shall apply with the following additions and modifications:

607.01 Description

This work shall consist of the removal and resetting of existing fences in accordance with these specifications and in reasonably close conformity with the lines and grades prior to removal.

607.02 Materials

Reuse materials whenever practicable, replace with materials matching existing fences as needed or as directed.

607.03 Construction

Removal of existing fences shall be done with reasonable care in order to preserve the integrity of the fence being reset and adjoining fence not being removed. Contractor shall provide all bracing and appurtenances necessary to facilitate resetting of fences.

607.07 Basis of Payment

All work under this section shall be considered as part of the Lump Sum price for the Contract.

**SUPPLEMENTAL SPECIFICATIONS
SECTION 608
SIDEWALKS**

The provisions of Section 608 of the Standard Specifications shall apply with the following additions and modifications:

608.01 Description

This work shall consist of the construction of cement concrete sidewalks on a crushed gravel base in accordance with these specifications and as shown on the plans. Limits of the work where new Portland Cement Concrete sidewalk will match existing shall be cleanly saw cut prior to demolition operations.

608.02 Materials

Materials shall meet the requirements specified in the following sections.

608.021 Portland Cement Concrete Sidewalks

Materials

Materials shall conform to the requirements of the various subsections of the specifications listed below:

- | | |
|-----------------------------------|--|
| Portland Cement Concrete: | Shall conform to the requirements of Section 502 of the Standard Specifications for Structural Concrete, Class "A" |
| Preformed Expansion Joint Filler: | Shall conform to the requirements of subsection 705.01 of the Standard Specifications. |
| Welded Steel Wire Fabric: | Shall be 6" x 6" mesh with No. 10 wire and shall conform to the requirements of AASHTO designation M55, Welded Steel Wire Fabric for Concrete Reinforcement. |

Construction Methods

- a. Subgrade: The subgrade shall be shaped parallel to the proposed surface of the walks and drives and shall be thoroughly compacted. All depressions occurring shall be filled with suitable material and again compacted until the surface is smooth and hard.
- b. Foundation: After the subgrade has been prepared, the base shall be constructed as shown on the Site Details Sheet.
- c. Forms: Side and transverse forms shall be smooth, free from warp, of sufficient strength to resist springing out of shape, and of a depth to conform to the thickness of the proposed walks and drives.
- d. Reinforcing: Welded wire fabric shall be placed 2 inches above the crushed gravel, and 2 inches from all finished edges, expansion joints and curbs. All fabric joints shall be overlapped a minimum of 1 foot and be properly tied.
- e. Placing Concrete: The foundation shall be thoroughly moistened immediately prior to the placing of the concrete. The proportioning, mixing and placing of the concrete shall be in accordance with the requirements of Section 502 - Structural Concrete.
- f. Finishing: The surface shall be finished to produce a broom-like pattern. No plastering of the surface with mortar will be permitted. The finish shall result in a surface of uniform texture and uniform color. All outside edges of the slab and all joints shall be rounded with a 1/4" radius edging tool.

- g. Joints: Slabs shall be placed alternately in lengths not to exceed 30 feet or as directed and shall be separated by an expansion joint of preformed expansion filler 1/2 inch in thickness.
- h. The sidewalk surface shall be scored into block units of not more than 40 square feet as directed. The depth of the scoring shall be at least one quarter of the thickness of the slabs.
- i. When a concrete sidewalk is constructed adjacent to a building, retaining wall or other fixed structure, a 1/4 inch thick preformed joint filler shall be used between the slab and the structure.
- j. Curing: Concrete shall be cured for at least 72 hours. Curing shall be by means of Thompson's Water Seal as manufactured by E. A. Thompson Co., Inc. of Memphis, Tennessee, boiled linseed oil, white pigmented curing compound, or by other approved methods. During the curing period, all traffic, both pedestrian and vehicular, shall be excluded. Vehicular traffic shall be excluded for such additional time as field conditions may require.
- k. Restoring Disturbed Sidewalks: The Contractor shall restore all cement concrete sidewalks disturbed by construction operations to the conditions that existed prior to construction. The thickness of the slab shall be equal to or greater than the existing. Welded steel wire fabric shall be required for all sections greater than three feet (3') in length or width.

608.06 Basis of Payment

All work under this section shall be considered as part of the Lump Sum price for the Contract.

**SUPPLEMENTAL SPECIFICATION
SECTION 654
SOIL BACKFILL COMPACTION TESTING**

654.01 Description

This work shall consist of furnishing an approved certified soil testing laboratory, to conduct in-place density tests of backfill materials in the field and all related laboratory tests.

654.02 General

Upon completion of the field test, the results shall be made available to the City Inspector on site. Copies of all test results shall be transmitted to the Engineering Department of the City of Portland.

The minimum in-place densities shall meet or exceed the laboratory maximum density as determined by ASTM D 1557 - 78 as follows:

Embankment	Ninety percent	(90%)
Trench Backfill	Ninety-five percent	(95%)
Aggregate Base Course and Aggregate Subbase Course	Ninety-five percent	(95%)

654.04 Basis of Payment

All work under this section shall be considered as part of the Lump Sum price for the Contract.

**SUPPLEMENTAL SPECIFICATIONS
SECTION 656
TEMPORARY EROSION CONTROL**

The provisions of Section 656 of the Standard Specifications shall apply with the following additions:

656.01 Description

Provide temporary construction fence around perimeter of project site
Remove and dispose of temporary erosion control materials following construction.

656.02 Materials

Temporary construction fence shall be orange poly fence; construction fabric by E.J. Prescott or approved equal.

656.11 Basis of Payment

All work under this section shall be considered as part of the Lump Sum price for the Contract.

**SUPPLEMENTAL SPECIFICATION
DIVISION 700
MATERIAL DETAILS**

The following are revisions and additions to the Standard Specifications. Provisions contained herein shall be considered to supplement or supersede those portions of the Standard Specifications as they apply to the Contract.

The GENERAL STATEMENT of this Division is hereby revised to read as follows:

All materials which are to be used in the work for which there is no prescribed testing by the project inspectors or other certified laboratories, the Contractor shall, prior to final acceptance as specified in subsection 105.17(b), submit a Materials Certification Letter similar to:

Company Letterhead

Mr. _____ Resident Date _____
Address _____ Project No. _____
_____ Town _____

"This is to certify that the below listed materials, which are incorporated into the above designated project, comply with the pertinent specified material requirements of the contract. Processing, project testing and inspection control of raw materials are in conformity with the applicable drawings and/or standards of all articles furnished. (List only those items used.)

Castings, Grates, Frames and Traps
Concrete Blocks, Bricks, Precast Sections, Appurtenant Structures
Culverts, Underdrain, Sanitary Sewer Pipe and Storm Drain Pipe
Regulatory Signs and Posts

All records and documents pertinent to this letter and not submitted herewith shall be maintained available by the undersigned for a period of not less than three (3) years from the date of completion of the project.

The Materials Certification letter shall be signed by a person having legal authority to bind the Contractor.

Materials for which the above Certificate is acceptable may be subject to random sampling and testing by the City. Certified materials which fail to meet specification requirements may not be accepted.

**SUPPLEMENTAL SPECIFICATION
SECTION 703
AGGREGATES**

The provisions of Section 703 of the Standard Specifications shall apply with the following additions and modifications:

703.02 Coarse Aggregate for Concrete

Designated Aggregate Size

Sieve Size	Percent Passing Sieve				
	2 in.	1½ in.	1 in.	¾ in.	½ in.
2 in.	95-100	100	-	-	-
1-1/2 in.	-	95-100	100	-	-
1 in.	50-70	-	90-100	100	-
¾ in.	-	50-70	-	90-100	100
½ in.	15-30	-	25-60	-	90-100
⅜ in.	-	10-30	-	20-55	-
No. 4	0-5	0-5	0-10	0-10	0-15
F.M. (+0.20)	7.45	7.20	6.95	6.70	6.10

Aggregate used in concrete shall not exceed the following maximum designated sizes:

- a. 2 inches for mass concrete
- b. 1-1/2 inch for piles, pile caps, footings, foundation mats, and walls 8 inches or more thick
- c. ¾ inch for slabs, beams, and girders.
- d. ½ inch for fireproofing on steel columns and beams

1 inch for all other concrete

703.06 (a) Aggregate Base

Aggregate base - crushed, type "A" shall not contain particles of rock which will not pass the two inch (2") square mesh sieve, and shall conform to the type "A" aggregate, as listed in the subsection of the Standard Specifications.

"Crushed" shall be defined as consisting of rock particles with at least 50 percent of the portion retained on the ¼ inch square mesh sieve, having a minimum of 2 fracture faces.

703.06 (b) Aggregate Subbase

Sand subbase shall not contain particles of rock which will not pass the one inch (1") square mesh sieve, and shall conform to the type "F" Aggregate, as listed in this subsection of the Standard Specifications.

Gravel subbase shall not contain particles of rock which will not pass the three inch (3") square mesh sieve, and shall conform to type "D" Aggregate, as listed in this subsection of the Standard Specifications.

703.18 Common Borrow

Common borrow shall not contain any particle of bituminous material.

703.19 Granular Borrow

Granular borrow shall contain no particles which will not pass a three inch (3") square mesh sieve.

703.30 Crushed Stone for Pipe Bedding and Underdrain

"Crushed Stone" shall be defined as rock of uniform quality and shall consist of clean, angular fragments of quarried rock, free from soft disintegrated pieces or other objectionable matter.

Crushed stone used as a bedding material for pipe and underdrain shall be uniformly graded and shall meet the follow gradations.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
3/4 - inch-----	100
3/8 - inch-----	20 - 55
No. 4-----	0 - 10

For pipe sizes 42 inches and larger:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
1-1/4 - inch-----	100
3/8 - inch-----	20 - 55
No. 4-----	0 - 10

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

703.31 Crushed Stone for Excavation Below Grade

Crushed stone shall meet the following gradation requirements:

Sieve Designation	Percentage by Weight Passing Square Mesh Sieve
2-1/2 - inch-----	100
2 - inch-----	95 - 100
1-inch-----	0 - 30
3/4-inch-----	0 - 5

The stone shall be free from vegetation, lumps or balls of clay, and other deleterious substances.

Appendix A

Portland Sea Dogs Schedule



2010 Portland Sea Dogs Schedule



Sea Dogs Ticket Office 207-879-9500

www.seadogs.com

APRIL						
SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
4	5	6	7	8 RE	9 RE	10 RE
11 RE	12 NB	13 NB	14 NB	15 TR 6:00	16 TR 6:00	17 TR 1:00
18 TR 1:00	19 BI 6:00	20 BI 6:00	21 BI 12:00	22 TR	23 TR	24 TR
25 TR	26 BI	27 BI	28 BI	29	30 NB 6:00	

MAY						
SUN	MON	TUE	WED	THU	FRI	SAT
						1 NB 1:00
2 NB 1:00	3 RE 6:00	4 RE 6:00	5 RE 6:00	6 RE 12:00	7 NB	8 NB
9 NB	10 BI 6:00	11 BI 6:00	12 BI 6:00	13 NH	14 NH	15 NH
16 NH	17	18 NB 6:00	19 NB 6:00	20 NB 12:00	21 TR 6:00	22 TR 1:00
23 TR 1:00	24 RE	25 RE	26 RE	27 RE	28 NB 7:00	29 NB 1:00

JUNE						
SUN	MON	TUE	WED	THU	FRI	SAT
30 NB 1:00	31 NB 1:00	1 TR	2 TR	3 TR	4 RE 7:00	5 RE 6:00
6 RE 1:00	7	8 ER	9 ER	10 ER	11 AK	12 AK
13 AK	14	15 ER 7:00	16 ER 7:00	17 ER 6:00	18 AK 7:00	19 AK 6:00
20 AK 1:00	21	22 AL	23 AL	24 AL	25 NB	26 NB
27 NB	28 HB 7:00	29 HB 7:00	30 HB 7:00			

JULY						
SUN	MON	TUE	WED	THU	FRI	SAT
				1 BI	2 BI	3 BI
4 BI	5 NH 6:00	6 NH 7:00	7 NH 7:00	8 NH 7:00	9 NB 7:00	10 NB 6:00
11 NB 1:00	12 NB 12:00	13 ALL BREAK	14 STAR BREAK	15 NB	16 NB	17 NB
18 NB	19 NH	20 NH	21 NH	22 HB 7:00	23 HB 7:00	24 HB 6:00
25 HB 1:00	26 BI	27 BI	28 BI	29 HB	30 HB	31 HB

AUGUST						
SUN	MON	TUE	WED	THU	FRI	SAT
1 HB	2	3 BO 7:00	4 BO 7:00	5 BO 12:00	6 RI 7:00	7 RI 6:00
8 RI 1:00	9	10 BO	11 BO	12 BO	13 RI	14 RI
15 RI	16	17 AL 7:00	18 AL 7:00	19 AL 12:00	20 TR 7:00	21 TR 6:00
22 TR 1:00	23 HB	24 HB	25 HB	26 NH	27 NH	28 NH
29 NH	30 BI 7:00	31 BI 7:00				

SEPTEMBER						
SUN	MON	TUE	WED	THU	FRI	SAT
			1 BI 7:00	2 BI 6:00	3 NH 7:00	4 NH 6:00
5 NH 1:00	6 NH 1:00					

- AK Akron Aeros (Indians)
- AL Altoona Curve (Pirates)
- BI Binghamton Mets (Mets)
- BO Bowie Baysox (Orioles)
- ER Erie SeaWolves (Tigers)
- HB Harrisburg Senators (Nationals)
- NB New Britain Rock Cats (Twins)
- NH New Hampshire Fisher Cats (Blue Jays)
- RE Reading Phillies (Phillies)
- RI Richmond Flying Squirrels (Giants)
- TR Trenton Thunder (Yankees)

Home

Away

