

## Question #2

### **Requested Information from the Public Lands Commission – Five year forest inventory update:**

We believe 700 inventory points will give us an estimate of current the forest inventory on Public Lands. This will cover the 394,000 acres inventoried in 2011 and 24,000 acres of new lands. The inventories will be kept separate to keep the data consistent with the 2011 estimate..

The average bid price in 2011 was \$50.00/point. This cost should not have gone up considering the data collected will be less complicated and the inventory crew will be the MFS Federal inventory crew. Instead of paying out unemployment, the crew will remain employed. So the inventory would be \$35 to 40,000.

Analysis of the data should be about \$10,000, so for a total cost of about \$50,000 we can tell if forest inventory has statistical changed outside of the 2011 inventory by more than plus or minus 5% with a 95% confidence the information is correct.

## Doiron, Rondi

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**From:** Lajoie, Marleen  
**Sent:** Thursday, October 08, 2015 3:23 PM  
**To:** Doiron, Rondi  
**Subject:** Information request from Commission on Public Reserved Lands Management Fund  
**Attachments:** Sdcn-cna9pr15100710590.pdf

**From:** Spooner, Theresa  
**Sent:** Wednesday, October 07, 2015 10:55 AM  
**To:** Lajoie, Marleen  
**Subject:** FW: Message from dcn-cna9prkc364e

This is a recent bid package sent out. It was mailed to all people on the CTL (cut-to-length) list that resulted from the RFP.

~ Theresa ~

**From:** [KM8DD7BF@som.w2k.state.me.us](mailto:KM8DD7BF@som.w2k.state.me.us) [mailto:KM8DD7BF@som.w2k.state.me.us]  
**Sent:** Tuesday, October 06, 2015 11:00 PM  
**To:** Spooner, Theresa  
**Subject:** Message from dcn-cna9prkc364e



STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION AND FORESTRY

PAUL R. LEPAGE  
GOVERNOR

45 RADAR ROAD  
ASHLAND, ME 04732

WALTER E. WHITCOMB  
COMMISSIONER

April 27, 2015

Dear Contractor:

The State of Maine Dept. of Agriculture, Conservation & Forestry, Bureau of Parks & Lands has for bid two (2) Contract Logging Services harvests on the following lots: T13R12 (Bid #201303491-N06CTL) and Ashland Lot (Bid #201303491-N07CTL). Pursuant to Bureau of Purchases policy, you are receiving this bid package because your score qualified you to be on the Cut-To-Length Contractor List.

There will **not** be a bidder's conference for these harvest operations. You are invited to inspect the areas outlined on the enclosed 'harvest area' maps prior to bidding at your own convenience.

If you are interested in bidding on this CLS harvests, please review all of the documents contained in the bid packages, fully complete the enclosed 'CLS Bid Price Sheets' and return them to the Ashland office of the Bureau of Parks & Lands, 45 Radar Road, Ashland, ME 04732 no later than 10:45 AM on May 13, 2015, at which time bids will be publicly opened.

Should you have any questions regarding this bid process or the information contained in the bid package, please contact Forester Chet Condon by email at [chet.condon@maine.gov](mailto:chet.condon@maine.gov) or by phone 435-7963 ext. 210.

Sincerely,

A handwritten signature in black ink, appearing to read "Vern Labbe".

Vern Labbe  
Regional Land Manager  
Bureau of Parks & Lands

(Enclosures)

**INFORMATION TO BIDDERS  
BUREAU OF PARKS AND LANDS  
CONTRACT LOGGING SERVICES (CLS) BID  
Ashland - AROOSTOOK COUNTY**

The enclosed material is intended to provide additional information relating to the proposed Contract for Logging Services sale on this Public Reserve Land(s). If you wish to be considered for the contract award, please complete the "CLS Bid Price Sheet" form and return to the Bureau of Parks & Lands, Ashland Office Building, 45 Radar Road, Ashland, ME 04732, by *May 13, 2015 at 10:45 AM*.

Particulars are as follows:

1. This bid is **NOT** a stumpage bid. This is a bid to provide logging and trucking services. The winning contractor will be paid to produce wood products with a cut to length harvest system and truck the wood products to mills which will be determined by Bureau staff.

The Bureau will be responsible for all other costs except as specified in the contract.

2. This bid contains approximately 12,000 gross tons of mixed species and products to be harvested during the winter of 2016. Individual specie volumes are approximately 6,600 tons of hardwood and 5,400 tons of softwood. A majority of the volume will be transported off highway. The bid award will be based on the lowest total price bid for harvesting the estimated species and volumes, trucking to the mill, and snow plowing based on an estimated number of hours.

3. Start-up will be no sooner than December 28, 2015. The harvest must be completed by April 1, 2016

4. This is a 1 year contract and is **not** renewable. To meet job quality expectations, a score of 93% or more must be achieved on weekly harvest evaluations and the end of year contractor evaluation.

5. The Prospective bidder's attention is called to all materials which form the bid package. This material constitutes the "terms of contract", which will be incorporated into the permit.

6. You must enter a bid price in all blanks on the "CLS Bid Price Sheet" form. Bids with blanks or illegible numbers will not be considered.

7. Wood products will need to be produced to meet the mill requirements. Mill requirements may change as the operation progresses. Several sorts may be required for each species. The Bureau will not pay for harvesting or trucking of wood that does not meet mill specifications. Wood will be trucked when specified by the contract administrator.

8. Any road tolls incurred are the responsibility of the Bureau.

9. Fuel prices can be quite volatile and are a substantial part of a contractor's operating expenses. Bid your services at current fuel prices. The Bureau will adjust harvesting and trucking rates whenever the fuel index changes by more than \$.20/gallon up or down and remains that way for two weeks. Details for fuel adjustments are in Rider A.

10. In the event conversions are needed the Bureau will use the following conversion factors:

spruce/fir:	4.20 Mlbs/cord or 8.40Mlbs/MBF
aspen:	5.00 Mlbs/cord or 10.00 Mlbs/MBF
red maple/white birch/ash/beechn:	5.00 Mlbs/cord or 10.00 Mlbs/MBF
yellow birch/sugar maple/oak:	5.00 Mlbs/cord or 10.00 Mlbs/MBF
mixed hardwood:	5.00 Mlbs/cord or 10.00 Mlbs/MBF
pine:	4.30 Mlbs/cord or 8.60 Mlbs/MBF
cedar:	4.00 Mlbs/cord or 8.00 Mlbs/MBF
hemlock/tamarack:	4.80 Mlbs/cord or 9.60 Mlbs/MBF

If you have any questions concerning this material or any particulars of the harvest operations, please contact Chet Condon for questions at this office: 45 Radar Road, Ashland ME 04732, or telephone (207) 768-1073.

# RIDER A

## Ashland

### SPECIFICATIONS OF WORK TO BE PERFORMED

- Trees to be cut will be marked or may be designated for cutting.
- **A harvesting system capable of picking up a tree, carrying it to a trail and processing in the trail is required. Stroke delimiters are not acceptable.**
- Trail spacing is to be 100' center to center and trail width shall be no more than 15' wide. The contractor will be responsible for flagging trails every 200' if needed.
- Trails are expected to not be perfectly straight in order to avoid cutting *un*marked /non designated trees.
- When operating along public access roads or recreational trails, at least the first trail will run parallel to the road or trail with only one egress per 500'.
- Damage to residual trees is to be minimized and must not exceed 5% of the residual stems.
- All trees cut under this permit shall be cut as near the ground as the swell of the roots will permit, the snow being removed if necessary to effect this result. All trees cut under this permit are to be run well up into the limbs before cutting off at the top so that no part of any felled trees which will make merchantable products shall be left in the woods. The operation is to be made in a careful and prudent manner without unnecessary injury of the residual trees and/or young growth and without waste.
- The contractor is required to use the Bureau's trip tickets when hauling and must adhere to the Bureau's Trip Ticket Policy.
- The Bureau of Parks & Lands will be responsible for road & bridge tolls.
- The contractor will be required to cut ROW as part of this contract.
- The contractor will be responsible for low-bedding cost to the work site except under the following conditions:
  - Transportation cost associated with moving to cut ROW.
  - Transportation cost associated with moving to cut less than 1,000 cords at one location.
  - For ROW cutting, low-bedding will be paid in both directions when moving from the current Bureau worksite and returning to the same location after completing ROW work.
- Rutting is a major concern on Bureau lands. A copy of the Bureau's Rutting Policy will be provided to you. In general, if rutting begins to occur, the contractor at his expense needs to armor, with brush and tops, the entire area of the trail that is starting to rut to a degree that it will not rut any further. If this is not possible for any reason, that trail is to be discontinued before it exceeds the rutting policy. Any remedial work required to repair ground or any environmental damage to trails will be at the contractor's expense.
- Cutting is to occur during daylight hours only. Forwarding and processing at night is allowed.

## Ashland Rider A Cont.

- Processing and forwarding needs to keep up with cutting and trucking in order to:
  - prevent excessive weight loss and degrade.
  - prevent losing wood in trails under the snow in the winter.
  - minimize yard size.
  - prevent wood from being left behind on winter roads when roads break up in March. Wood must be trucked within 30 days of harvest.
- No garbage or litter is to be left on site, either in the woods or along the road.
- Forwarder trails must be adequately brushed and/or water-barred to prevent erosion. Under all other conditions brush will be evenly distributed from the front to the back of the trail
- Forwarders may work in the road on frozen ground conditions but not when the ground is not frozen. Any road damage caused by harvesting or skidding equipment will be repaired at the contractor's expense.
- Wood not produced to spec and culled at the mill will not be paid for.
- The Contractor shall comply with and observe all the Bureau's policies and laws of the State of Maine and of the United States relating to cutting, removal, and disposal of slash, debris and litter, construction of roads, trails and landings, protection of streams and rivers and other waters, soil erosion and all other laws, regulations and ordinances pertaining to logging operations and their effect on the environment and zoning.
- The Bureau shall have the right to stop and inspect all vehicles believed to be loading or transporting material harvested on the premises.
- The Contract Administrator shall have the right to stop temporarily any and all activities under this agreement in the event the Contract Administrator determines such action to be necessary to protect roads, soils, water, growth or other resources. In such case, the Bureau shall not be liable for any damage, lost profits or consequential damage that the Contractor may incur.
  
- **Road Work:** Road construction and routine maintenance are the responsibility of the Bureau. Road damage caused by harvesting equipment or forwarding equipment; and/or trucking when roads are closed will be repaired at the contractor's expense.
  
- **Fuel adjustment** calculations are as follows: The baseline for fuel prices will be the contract signing date. The U.S. Energy Information Agency website will be used to track fuel prices. Thereafter, for every \$0.20/gallon price increase or decrease that is sustained for two weeks past the trigger date, the following adjustments will be made going back to the trigger date.
  1. CTL system will receive \$0.28/ton adjustment.
  2. Loading and trucking will receive the following adjustment for each 5 mile increment:

Off- highway	\$ .011/ton	Highway	\$ .015/ton
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Appendix A

**BID PRICE SHEET**  
**Contract Logging Services**  
**CTL Harvest System for the Ashland Unit**

I hereby submit the following prices as my bid for the State of Maine's Contract Logging Services (CLS).

For harvesting processing and forwarding per ton:

Spruce/fir cut to length	\$ _____/ton
Hardwood logs	\$ _____/ton
Cedar cut to length	\$ _____/ton
Hardwood/aspen Pulp	\$ _____/ton

\*semi tree-length hardwood hygrade will be paid for at \$1.00/ton above pulp rate.  
 Hardwood Hygrade = stems with log potential to a 10" top or boltwood

**Miscellaneous items per hour:**

Log Loader	\$ _____/hr
Feller Buncher	\$ _____/hr
Processor	\$ _____/hr
Forwarder	\$ _____/hr
Low-bed	\$ _____/hr

**Snow Removal items per Hour:**

Grader with Scarifier & Wing	\$ _____/hr
Plow Truck with Wing	\$ _____/hr
Plow Truck with Sander & Sand	\$ _____/hr
Pick-up with Plow	\$ _____/hr
Dozer – D5 minimum	\$ _____/hr

For loading and trucking per ton (except where otherwise indicated):

		Off-Road	Highway
25-30	miles	\$ _____/ton	\$ _____/ton
31-35	miles	\$ _____/ton	\$ _____/ton
36-40	miles	\$ _____/ton	\$ _____/ton
41-45	miles	\$ _____/ton	\$ _____/ton
46-50	miles	\$ _____/ton	\$ _____/ton
51-55	miles	\$ _____/ton	\$ _____/ton
56-60	miles	\$ _____/ton	\$ _____/ton
61-65	miles	\$ _____/ton	\$ _____/ton
66-70	miles	\$ _____/ton	\$ _____/ton
71-75	miles	\$ _____/ton	\$ _____/ton
76-80	miles	\$ _____/ton	\$ _____/ton
81-85	miles	\$ _____/ton	\$ _____/ton
86-90	miles	\$ _____/ton	\$ _____/ton
76-80	miles	\$ _____/ton	\$ _____/ton
81-85	miles	\$ _____/ton	\$ _____/ton
86-90	miles	\$ _____/ton	\$ _____/ton
91-95	miles	\$ _____/ton	\$ _____/ton
96-100	miles	\$ _____/ton	\$ _____/ton

Note: Bids will be evaluated based on the most likely destination for the forest products produced at the time of bid evaluation. Forest products may be sent to different destinations based on market conditions. All bid options need to be filled in.

Printed Name:

Signature:

\_\_\_\_\_

\_\_\_\_\_

Company:

Date:

\_\_\_\_\_

\_\_\_\_\_

## SPILL CONTROL & REPORTING PROCEDURES

This procedure applies to all chemicals and petroleum products and other potentially hazardous materials that are brought onto or used on the Bureau of Parks & Lands. Contractors, subcontractors, contractor and/or subcontractor employees, and permittees, are responsible for compliance with the following safety and environmental policies and procedures.

### **Definitions:**

**Spill:** An unintended spill or leak of any amount of any chemical or petroleum product into the environment.

**Reportable spill:** Any release of 1 gallon or more of any chemical or petroleum product that comes into contact with the ground or that enters or may enter a watercourse or other sensitive site. (Sensitive sites include, but are not limited to, areas near potable water supplies, open water or wetlands.)

### **Prevention**

Oils, fuels, hydraulic fluids, coolants, etc. are hazardous materials common to timber harvest operations. Avoiding spills is the best way to minimize impacts on personal safety and the environment.

Contractor shall not service skidders, trucks or other equipment at locations where pollution of waters of the State of Maine is likely to occur.

- Use appropriate containers for collecting and storing oils, fuels, coolants or hazardous wastes. Store these materials in designated areas and remove them from the site when no longer needed.
- All equipment used will be kept clean and in good condition. Inspect hoses, fuel trucks, fuel tanks, etc. routinely for leaks and make necessary repairs immediately.
- Maintain and repair all equipment at a minimum distance of 330 feet or 100 meters from watercourses.
- Place mobile fuel storage tanks a minimum of 330 feet or 100 meters from watercourses and position them safely and securely. Inspect and maintain storage tanks regularly.

Spill kits or other absorbent materials for mopping up spills will be kept readily available. Hay or sawdust may be adequate for very small spills. Commercially available waste containment kits should be kept on hand for larger spills.

### **Spill Response Procedures**

1. Ensure the safety of all personnel. Use personal protective equipment appropriate for the situation.
2. Stop the spill. Act quickly to shut off pumps, close valves, etc.

3. Contain the spill. Block off culverts or ditches as necessary to prevent material from reaching surface waters. Surround the spill with absorbent materials. If a commercial spill kit is not available, hay, sawdust, earth, peat, straw, sand or other absorbent material may be used.
4. Cleanup the spill. Remove contaminated materials from the site and dispose of properly.
5. Correct the problem that caused the spill.
6. If a product reaches surface waters, contain the material as best as you can, cleanup as much as possible and report the event as quickly as practicable.
7. For reportable spills, complete the Hazardous Materials Accidental Spill Report within 8 hours of occurrence.

**Bureau Parks & Lands Ashland:** 207-435-7963 ext. 4

Regional Manager : 207-592-0563

**State of Maine Spill Reporting:**

Emergency: Oil/fuel spills: 800-482-0777

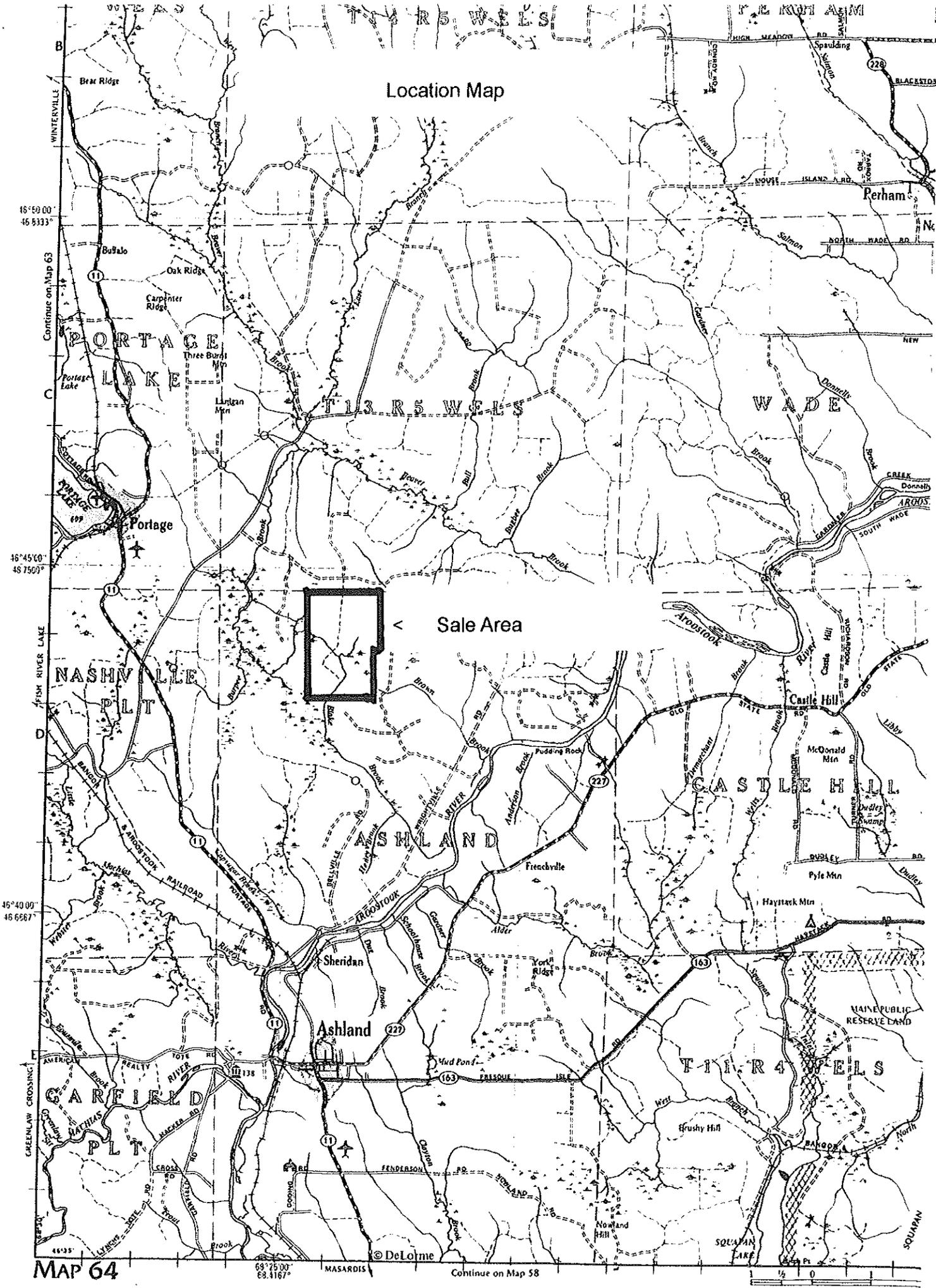
Emergency: Chemical spills: 800-452-4664

DEP Bangor office: 207-941-4570

DEP Presque Isle office: 207-764-0477



Location Map

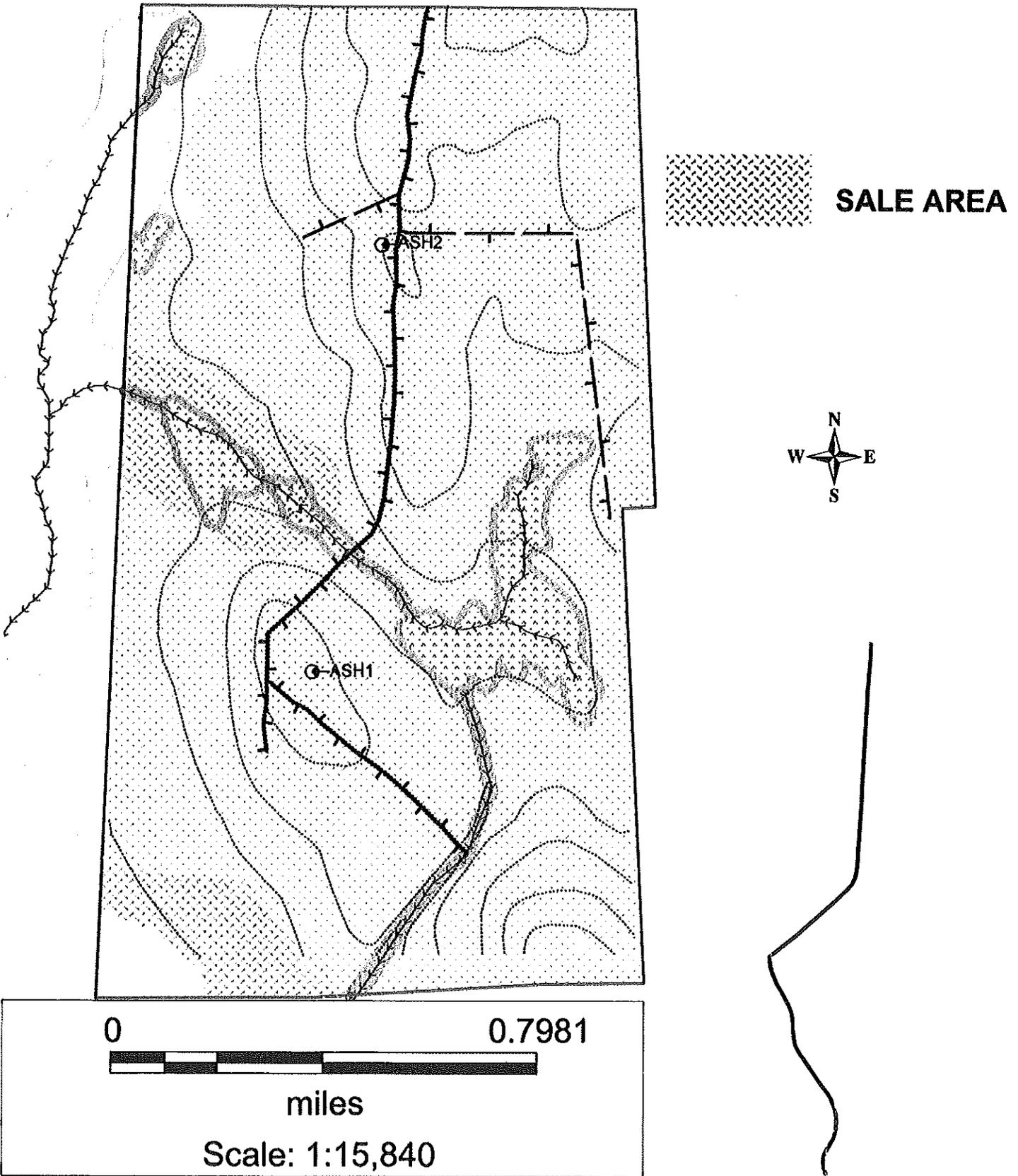


< Sale Area



# ASHLAND

## WINTER 2016 SALE AREA





STATE OF MAINE  
DEPARTMENT OF AGRICULTURE, CONSERVATION & FORESTRY

22 STATE HOUSE STATION  
AUGUSTA, MAINE 04333-0022

PAUL R. LEPAGE  
GOVERNOR

WALTER E. WHITCOMB  
COMMISSIONER

To: Contractors requesting bid packages for the "Richardsonstown Road  
Construction" contract

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Thank you for taking the time to consider this project. Enclosed please find a copy of the following:

- Information and Instructions to Bidders
- Location Map
- Attachment B: Elements for Richardsonstown Road Construction Contract (serving as the bid form)
- Sample contract
- Attachment A: Specifications and Description of Work

Bids will be opened on September 8th, 2015 at 1:30 PM at the Harlow Building, 22 SHS, 18 Elkins Lane, Augusta, ME 04333. An onsite pre-bid meeting will be held at 12PM on August 27, 2015 starting at the intersection of the South Arm Road and the north end of the Icicle Brook Loop Road. Feel free to call me with any questions at 287-4751. Thank you again for your interest in this project.

Sincerely,

Stephen Richardson

Senior Forest Engineer Tech.

Enclosures

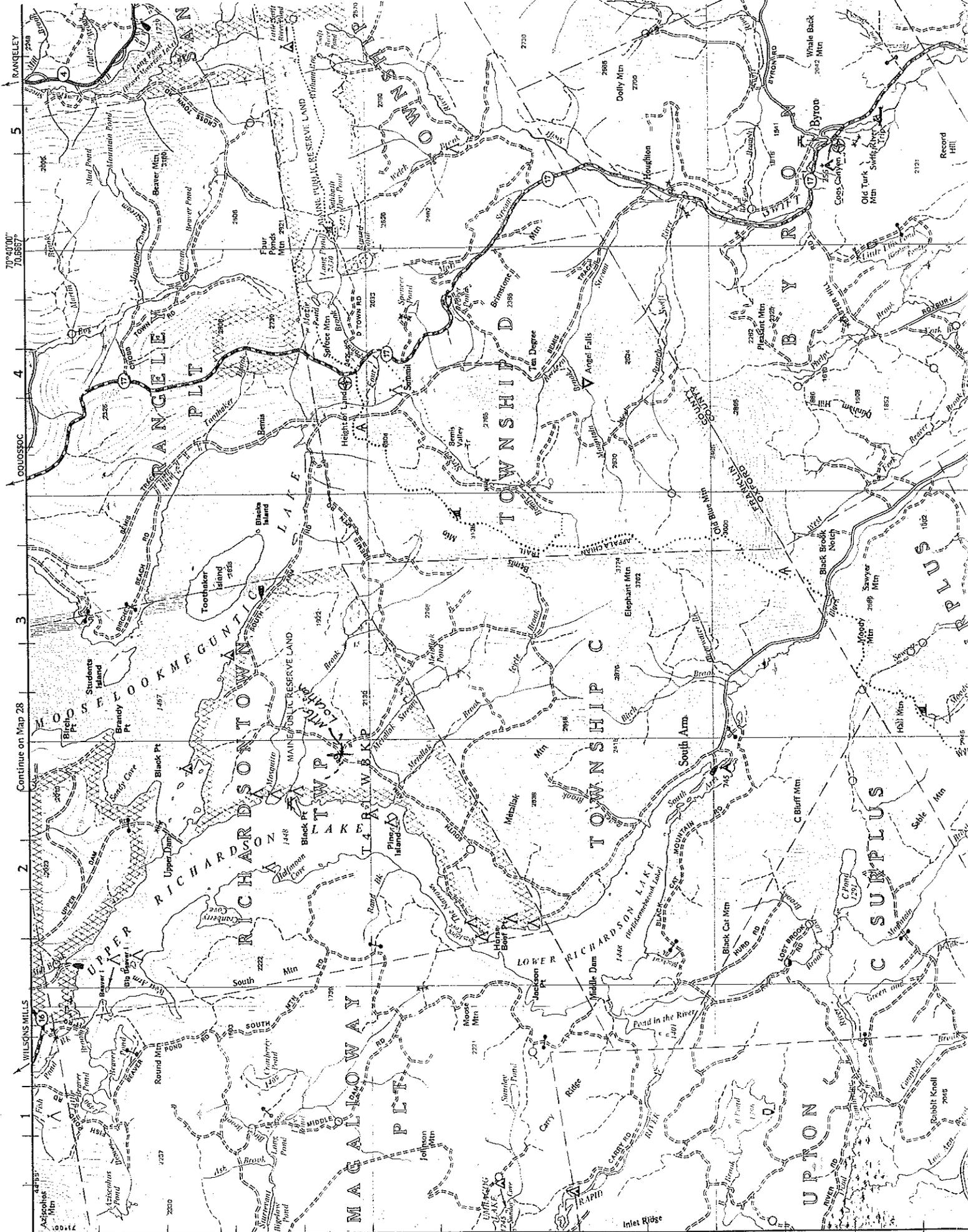
## INFORMATION AND INSTRUCTIONS TO BIDDERS

The Bureau of Parks and Lands invites contractors to submit bids for constructing approximately 3,500 ft. of logging road on its property in Richardsontown.

Signed bids must be submitted on the attached "Elements For Richardsontown Road" to Maine Bureau of Parks & Lands, Attn: Stephen Richardson, 18 Elkins Lane, 22 SHS, Augusta, ME 043331 by 1:30PM, EST on September 8th, 2015. Confirmation of receipt of the bid is the responsibility of the contractor. Any items left blank on the "Elements For Riley Road Reconstruction" will make the bid invalid. Late, faxed, emailed or unsigned bids will not be valid. An onsite pre-bid meeting will be held at 12PM on August 27, 2015 starting at the intersection of the South Arm Road and the north end of the Icicle Brook Loop Road . For further information concerning contract specifications, contact Stephen Richardson at 287-4751.

### INSTRUCTIONS

1. At the time of opening bids, each bidder will be presumed to have inspected the site(s) and to have read and to be thoroughly familiar with the plans and contract documents including all addenda. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid. The Bureau reserves the right to accept or reject any or all bids as may best serve the interests of the Bureau.
2. Subject to the Bureau's right, reserved herein, to accept or reject any or all bids, the contractor will be selected on the basis of the bid which brings the greatest net benefit to the Bureau.
3. Maine State Sales and Use Taxes should not be included in your quotation, as the Bureau is exempt from payment of such taxes. (a tax exempt form will be provided)
4. Contractors may be required to furnish a statement of their business experience, record of accomplishments and financial responsibility at the discretion of the Bureau.
5. Contractors may be required to demonstrate the availability for their use of equipment, of size and condition suitable for major roadwork.
6. The bid shall be based on Materials, Methods, Equipment, and Projects specified.
7. **The successful bidder will be required to complete construction work by October 30, 2015.**
8. The Bureau reserves the right to waive all formalities. Proposals shall be submitted upon the forms provided by the Bureau.



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WILSONS MILLS

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Continue on Map 1

**ATTACHMENT B**

**ELEMENTS FOR RICHARDSONTOWN ROAD RECONSTRUCTION**

**Note: This Schedule shall be filled in by the Bidder, in ink, with unit prices written in both words and numerals. For complete information concerning these items, see Attachment A: Specifications and Description of Work.**

**NOTE: THE FOLLOWING QUANTITIES ARE ESTIMATES FOR BID PURPOSES ONLY; PAYMENT WILL BE MADE FOR THE ACTUAL QUANTITIES ACCEPTABLY USED ON THE PROJECT.**

Item No.	Approximate Quantities	Unit Prices Bid (Words)	Unit Prices (Dollars&Cents)	Pay Item <b>Total</b> (Dollars&Cents)
1	3,500 ft. (approximately)	Road Reconstruction		
		_____ per foot		
2A	20 hours	Bulldozer rental (20 Mlbs min.) at _____		
		_____ per hour		
2B	15 hours	Excavator rental (35 Mlbs min.) at _____		
		_____ per hour		
3	1200 cu. yds. truck measure	Gravel at _____		
		_____ per yard		
		AGGREGATE AMOUNT OF PRICES BID	N/A	

**TOTAL BID**

**(words):** \_\_\_\_\_

\_\_\_\_\_ **Dollars**

\_\_\_\_\_  
Signature of bidder

\_\_\_\_\_  
Name of company, if different

\_\_\_\_\_  
Address and Phone Numbers (please include home, office, mobile)

AdvantageME No:	_____
Appropriation No:	_____

STATE OF MAINE  
SMALL CONSTRUCTION PROJECT CONTRACT

*(Use when contract value is less than \$50,000)*

AGREEMENT entered into the \_\_\_\_\_ day of month, year by and between the *State of Maine* through the Agency name hereinafter called the *Owner* and \_\_\_\_\_ hereinafter called the *Contractor*.

Agency or BGS Project No.: \_\_\_\_\_

For the following Project: brief name of project at facility or campus name, municipality, Maine.

Brief Scope of Work: \_\_\_\_\_  
*(Provide a detailed description of the work in "Attachment A")*

The Owner and Contractor agree as follows:

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

§ 1.1 Subject to additions and deductions provided by approved change orders, the Contract Sum to furnish all labor, equipment, materials and incidentals necessary for the construction of the work described in "Attachment A" shall be the net firm amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_ .00).

§ 1.2 Agreements based on a not-to-exceed amount shall specify the hourly rates, unit prices or allowances in "Attachment B".

§ 1.3 Changes in the work to be performed must be approved by Owner and Contractor prior to proceeding with the work. Change orders shall be recorded on a form approved by the Bureau of General Services (BGS).

§ 1.4 Payments are due and payable thirty (30) days from the date of receipt of the Contractor's invoice. Amounts due that are unpaid thirty (30) days after receipt of the invoice shall bear interest at the rate of seven percent (7%) per annum.

**ARTICLE 2 TIME OF COMPLETION**

§ 2.1 The work to be performed under this Agreement shall be completed on or before the date noted here: \_\_\_\_\_.

**ARTICLE 3 CONTRACTOR'S RESPONSIBILITIES**

§ 3.1 The Contractor shall acquire all permits applicable for the work not specifically identified as provided by the Owner. Costs for Contractor-provided permits shall be included in the Contract Sum identified in Section 1.1 above.

§ 3.2 The Contractor shall comply with all laws applicable to this work.

§ 3.3 The Contractor shall remain an independent agent during the duration of this Agreement, shall not become an employee of the State, and assures that no State employee shall be compensated by or otherwise benefit from this Agreement.

#### ARTICLE 4 OWNER'S RESPONSIBILITIES

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

§ 4.2 The Owner attests that all State of Maine procurement requirements have been met, including approval of this project and the solicitation of a minimum of three quotations for the work described in this contract.

#### ARTICLE 5 TERMINATION

§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice to the other party should such other party fail to perform in accordance with the terms of this Agreement. This Agreement may be terminated by the Owner upon not less than seven days written notice to the Contractor for the Owner's convenience and without cause.

#### ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 This Agreement shall be governed by the laws of the State of Maine.

§ 6.2 The Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the Agreement as a whole without written consent of the other party, which consent the Owner may withhold without cause.

#### ARTICLE 7 HOLD HARMLESS

§ 7.1 The Contractor hereby indemnifies and holds harmless the Owner and its officers, agents, and employees from and against any liabilities, expenses (including reasonable attorney's fees and court costs), claims and demands:

- .1 for bodily injury, including death, and property damage caused in whole or in part, by any negligent act or omission of the Contractor, its subcontractors, agents, or employees, in connection with the performance of this Agreement;
- .2 for labor, services, or materials supplied to the Contractor in connection with the performance of this Agreement, unless such claim results from a breach of this Agreement by the Owner or its officers, agents or employees and;
- .3 arising from any violation by the Contractor, its subcontractors, agents, or employees, of any copyrights or other proprietary rights in connection with the performance of this Agreement.

#### ARTICLE 8 INSURANCE REQUIREMENTS

§ 8.1 The certificates shall name the Owner as certificate holder and as additional insured for general liability and automobile liability coverages. The submitted forms shall contain a provision that coverage afforded under the insurance policies will not be canceled or materially changed unless at least ten (10) days prior written notice by registered letter has been given to

the Owner and the Bureau of General Services. The Owner does not warrant or represent that the insurance required herein constitutes an insurance portfolio which adequately addresses all risks faced by the Contractor. The Contractor is responsible for the existence, extent and adequacy of insurance prior to signing this Agreement.

§ 8.2 The Contractor shall procure and maintain insurance for the duration of the Project and, if written on a claims made basis, shall maintain such insurance for the duration of time that the claims insured against may be brought within the applicable Maine statute of repose. The Contractor shall ensure that all Subcontractors the Contractor engages or employs carry and maintain similar insurance in form and amount acceptable to the Owner. The insurance shall be of the types and limits set forth herein and such insurance as will protect the Contractor from claims which may result from the Contractor's execution of the Work, whether such execution be by the Contractor or by those employed by the Contractor or by those for whose acts they may be liable. The insurance coverage provided by the Contractor will be primary coverage. All required insurance coverages shall be placed with carriers authorized to conduct business in the State of Maine by the Maine Bureau of Insurance.

§ 8.3 The Contractor shall have workers' compensation insurance for all employees on the Project site in accordance with the statutory workers' compensation law of the State of Maine. Minimum acceptable limits for Employer's Liability are:

Bodily Injury by Accident .....	\$100,000
Bodily Injury by Disease .....	\$100,000 Each Employee
Bodily Injury by Disease .....	\$500,000 Policy Limit

§ 8.4 The Contractor shall have general liability insurance providing coverage not less than that of the 1996 occurrence version of the Insurance Services Office (ISO) Commercial General Liability Policy. This insurance shall cover bodily injury and property damage liability for all hazards of the Project including premise and operations, products and completed operations, contractual, and personal injury liabilities. Minimum acceptable limits are:

General aggregate limit.....	\$1,000,000
Products and completed operations aggregate ....	\$400,000
Each occurrence limit .....	\$400,000
Personal injury aggregate.....	\$400,000

§ 8.5 The Contractor shall have automobile liability insurance against claims for bodily injury, death or property damage resulting from the maintenance, ownership or use of all owned, non-owned and hired automobiles, trucks and trailers. Minimum acceptable limit is:

Any one accident or loss .....	\$400,000
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§ 8.6 The Contractor shall have property insurance for projects over \$1,000 as follows:

- .1 New construction – The Contractor shall procure and maintain Builder's Risk insurance naming the Owner, Contractor, and any Subcontractor as insureds as their interest may appear. Covered causes of loss form shall be all Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler leakage where sprinkler coverage is applicable. Unless specifically authorized in writing by the Owner, the limit of insurance shall not be less than the initial contract amount and coverage shall apply during the entire contract period and until the work is accepted by the Owner.
- .2 Renovations or additions within existing State-owned buildings – Coverage will be provided by the State of Maine in accordance with the terms and conditions of the

State's property policy. The Owner shall notify Maine Risk Management Division concerning the project, including the nature and value of the work, planned start and completion date, and the name of the General Contractor. Said insurance coverage shall cover the interests of the Contractor and Subcontractor, as their interests may appear. Covered causes of loss form is Risks of Direct Physical Loss, endorsed to include flood, earthquake, transit and sprinkler coverage. Exclusions common to commercial property policies may be applicable. The \$500 per occurrence deductible is the responsibility of the Contractor. Should the Contractor or Subcontractor desire coverage in excess of that maintained by the State, it must be acquired by the Contractor and at Contractor expense. A certificate of insurance will be furnished to the Contractor upon request.

## **ARTICLE 9 EQUAL EMPLOYMENT OPPORTUNITY**

§ 9.1 The Contractor shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

§ 9.2 The Contractor shall, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

§ 9.3 The Contractor shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

§ 9.4 The Contractor shall inform the contracting Department's Equal Employment Opportunity Coordinator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

§ 9.5 The Contractor shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.

§ 9.6 The Contractor shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

#### ARTICLE 10 DISPUTE RESOLUTION

§ 10.1 If, in the performance of this Agreement, there arises a dispute between the Contractor and the Owner that cannot be resolved by the parties to the Agreement, the dispute shall be referred to the Director of the Bureau of General Services who, at his/her discretion, will submit the dispute to non-binding Alternate Dispute Resolution (ADR) or binding arbitration. If the parties in dispute are not satisfied with the results of ADR, the Owner or the Contractor may resubmit the dispute to the Director of the Bureau of General Services for binding arbitration.

#### ARTICLE 11 DEBARMENT AND SUSPENSION

§ 11.1 The Contractor attests that it has not been declared ineligible to bid on State of Maine projects. The Director of the Bureau of General Services may disallow award of this contract to any Contractor if there is evidence that the Contractor through its own fault has been terminated, has been suspended for cause, has been debarred from bidding, has agreed to refrain from bidding as part of a settlement or has defaulted on a contract or had a contract completed by another party.

§ 11.2 The Contractor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs or State of Maine projects.

#### ARTICLE 12 OTHER PROVISIONS

*(Insert any additional provisions to this Agreement below. Any such provisions or other revisions to the standard Agreement form are subject to approval by the Bureau of General Services.)*

§ 12.1 *There are no other provisions.*



**ATTACHMENT A:**  
**SPECIFICATIONS AND DESCRIPTION OF WORK**

General: This section describes the individual payment items, method of measurement and basis of payment. Minor operations and work not specifically included but essential to complete the work satisfactorily shall be considered incidental to the item and will be completed as all other operations. Only work specified in this contract and approved by the Contract Administrator or his designee shall be paid for.

Supervision of employees and construction techniques is left to the contractor. Work shall be done in accordance with the following specifications and descriptions.

Moving: Time spent moving to and from the site within the project limits and from beyond the project limits will not be paid for.

**1. Road Reconstruction**

The purpose of this work is to construct (clear, stump, grub, smooth and crown) a logging road for future use on Public Land. The State will supply culverts, geotextile and seed and provide transportation of these materials to the jobsite.

**A. Description of work:**

- Right-of-Way Clearing:
  - Right of way shall be cleared to a minimum of 35'. Right of way clearing shall be as needed to obtain sufficient road base material but shall not exceed 45'.
  - Trees with roots that are undermined during grubbing will be removed at the discretion of the Contract Administrator.
  - All wood including biomass shall be bunched to be easily skidded by others under frozen conditions.
  - Right-of-Way clearing shall include clearing of log yards and associated truck turn arounds.
- Stumps/Brush: All stumps, brush and trees that remain onsite shall be buried onsite on the low side of the road or in preapproved stump dump. Windrows or uncovered brush/stumps will not be allowed.
- Stripping: Grass and organic matter shall be stripped to the original road base and buried.
- Unacceptable material for road base: Topsoil, loam, organic matter and "blue" clay shall not be incorporated into the road base.
- Extent of Work: Road surface width shall be 16' minimum and 20' on all corners, with no protruding stumps or brush to match the profile shown. Excavation shall not occur below the water table.
- Corduroy: Corduroying with wood may be necessary in poorly drained areas.
- Forested wetlands/riparian zones within 75' of Stream Crossings
  - Right of way clearing shall narrow to 30' and stumps shall be as low as possible
- Truck Turnouts:
  - Turnouts shall be reestablished where previously located.
- Profile: Surface shall be crowned fill (turnpike) per Figure ROAD-6
- Ditching: **Ditching is required on the uphill side of the road and on both sides in a cut situation or poorly drained locations.**
  - Shape: All ditches will be shaped with no hard transitions in slopes. The shape should be rounded (parabolic) to minimize erosion and water velocities. V-ditches are unacceptable.
  - Pitch: The grade of ditch flow lines should have a minimum of 1% and never be less than 0.5%. Ditches shall be graded to the extent that puddles will not form.

- Depth: Ditch should be a minimum of 12"-18" below the shoulder elevation; **deeper where culverts are required to obtain minimum cover over the culverts.**
- Slope: All slopes will be no steeper than 2:1 (Horizontal to Vertical) Ditching within 75' of a stream must be 2:1 without exception per LURC regulations. Slopes shall not be smoothed so that they might accept seed and mulch more effectively. If slopes are smoothed they will require raking per MDOT specs prior to seeding.
- Water Turnouts  
Work will include installation of water turnouts so as to comply with the specifications shown in Appendix B "Water Turnout". The grade should be such that all water exits the excavated area and does not "stand" in the turnout. Special attention shall be paid to rip-rapping a berm that diverts the water from the ditch to the water turnout. Material used for rip-rap shall consist of a mix of stone which shall weigh from 10 pounds to 50 pounds (or a D<sub>50</sub> of 12"). The berm height must be 6" below the top of the ditch so that any overflow continues down the ditch and not down the road.
- Culverts  
Culverts will be installed in such locations as the Contract Administrator directs. The State will supply culverts and seed. The contractor must supply hay.
  - Trench Excavation: Excavation will develop a trench to the depth, width and side slopes as specified in Appendix B "Single Pipe Installation". All muck, organic material and any wood shall be removed. The culvert shall be placed in a trench with the invert at the same elevation as the ditch bottom.
  - Pitch: All culverts shall have a minimum slope of 1/4" per foot. See Appendix B "Culvert Rise & Pitch".
  - Horizontal Angle: **All cross drainage culverts installed on a slope in the road shall be installed at approximately a 60 degree angle downslope from a line perpendicular to the center line of the road.** A rock armored berm shall be constructed in the ditch at the invert to direct water into the culvert (Appendix B "Ditch Relief Culvert Location" & "Directing Flow into a Culvert"). Rock armor specifications shall be the same as for rip rap described below.
  - Backfill: All culverts shall be covered to the full width of the road with clean fill which shall not contain stones or rock fragments larger than 4 inches and to a depth over their top no less than one-half the diameter of the pipe or 12" whichever is greater.
  - Taildrain: Taildrains shall be graded away from the outlet of the culvert a minimum of 1% to a point where the water is able to disperse onto undisturbed ground. Taildrains shall be graded to the extent that puddles will not form. In no case shall water be allowed to back up into the outlet of the culvert. Taildrains shall be shaped and sloped per ditching specifications.
  - Rip-Rap: Both inlet and outlet ends of the pipe shall be rip-rapped with stone, as shown in Appendix B "Culvert Rise & Pitch". Material used for rip-rap shall consist of a mix of stone which shall weigh from 10 pounds to 50 pounds (or a D<sub>50</sub> of 12"). (Screenings that only contain stones under 8-12" are not acceptable.) Stone shall be laid from the toe of the slope to a point above the culvert top at a slope of 2:1, and so that the pieces interlock, have a minimum of voids and are reasonably stable. Stones shall not be placed so as to protrude above the elevation of the road surface. Rip-rap shall also be placed in the same manner as above on any berm that is required to direct water into the culvert.
- Restricting Access:
  - Upon completion of the work the entrance to the road shall be blocked by boulders no smaller than 3' in diameter along one axis that are buried 1/3 of their diameter in the ground. Boulders shall be obtained on site.

## B. Basis of Payment

Road base reconstruction shall be paid for on a per foot basis. Payment shall be made at the contract per foot price, which price shall be full compensation for clearing, grubbing, stripping of topsoil, disposal of topsoil and stumps, shaping, ditching, culvert installation. **Per foot price does not include installations of stream crossings requiring culverts larger than 24" and the road construction 75' either side of said stream crossing. This will be paid for under equipment rental. Per foot price does include all clearing.**

### Pay Item

### Pay Unit

1. Road Construction

Per Foot

## 2. MISCELLANEOUS EQUIPMENT RENTAL

This shall consist of furnishing, operating, maintaining and supervising the use of construction equipment when and where authorized by the Contract Administrator to carry out incidental work not included in other items of the contract. This work will be associated with road construction within 75' of a stream crossing requiring a structure larger than a 24" culvert and the installation of the associated crossing. Equipment rental will also be used to construct approximately log yards with associated turnouts. Additional specifications beyond those shown in Item 1 for this work are as follows:

- Road construction within 75' of Stream Crossings
  - Stumps shall be flipped over or left in place to reinforce the sub-base, not buried.
  - No grubbing, ditching or cutting of the original grade shall occur.
  - Off-site fill may be brought in to raise the road above the original grade. "Corduroying" with wood and woven geotextile placement may be required to reinforce the fill.

### Special Considerations for Stream Crossings:

- Excavation: Disturbance of the stream channel shall be limited to the portion of the stream that is intersected by the road profile. Debris immediately upstream from the culvert inlet that may plug the culvert shall be removed if it can be done without disturbing the stream channel.
- Bedding: Culverts used at stream crossings shall be placed with the inlet and outlet slightly **below the stream bed**. See Appendix B "Culvert Set Below Stream Bed"
- Pitch: The culvert shall be pitched to the slope of the natural stream bottom. The culvert outlet should be below the low water level to prevent a "hanging" culvert.
- Soil Stabilization: All exposed mineral soil shall be mulched by the Contractor at the completion of the installation per specifications in Appendix A.

The equipment shall conform to the following minimum requirements:

A. Bulldozer shall be crawler type with a six way push blade and sized as follows:

- 20 Mlbs minimum operating weight

B. Tracked Excavator It is anticipated that the majority of the work not done on a per unit basis will be accomplished with an excavator.

- 35 Mlbs minimum operating weight

**B. Basis of Payment**

Payment for items used for equipment rental will be made at the contract unit price per hour, measured to the nearest 1/2 hour for time actually spent carrying out the authorized work. The contract unit price per hour shall include operator, fuel, grease, oil and other incidentals necessary to operate efficiently.

Minimum Payment: If a piece of equipment is required only under equipment rental and for a total of less than eight hours, a minimum of eight hours rental will be paid for.

<u>Pay Item</u>	<u>Pay Unit</u>
2A. Bulldozer -20 Mlbs minimum operating weight	Per Hour
2B. Tracked Excavator -35 Mlbs minimum weight	Per Hour

**3. GRAVELING**

The work shall consist of placing suitable gravel borrow from Bureau owned gravel pits onto the newly constructed road base where parent material is not suitable for supporting logging trucks. Locations are to be selected by the Contract Administrator and gravel borrow is to be obtained from the Metallak Brook Pit.

**A. Description of work:**

- Placement: The aggregate material shall be spread evenly in one layer to a depth that will insure the required depth after being compacted.
- Compaction: Gravel placed will be adequately compacted and smoothed so as to provide a smooth driving surface matching the profile shown in Figure 5-1.
- Shaping: Material shall be crowned as shown in Appendix B "Cross Section of a Low Volume Gravel Road" to a width of 14'.
- Screening: Gravel must be screened to 6" minus.
- Gravel Stumpage: Material will be supplied from Bureau borrow areas at no stumpage cost to the contractor. Should gravel not owned by the Bureau of Parks and Lands be required, the Bureau will pay all stumpage costs and the rate will be re-negotiated if there is a significant difference in haul distance from the Bureau pit.
- Gravel Pit Management: See Appendix A.

**B. Basis of Payment**

Payment for spot graveling shall be made on a per cubic yard truck measure basis. Payment shall be made at the contract cubic yard price, which price shall be full compensation for the extraction, screening, loading, hauling, spreading, compaction and shaping of material as required to complete this item. Stripping of the pit shall be paid for under equipment rental. Measurement will be made in the truck by volume and will be determined by truck count, and substantiated by the Owners Tally, taken on site.

<u>Pay Item</u>	<u>Pay Unit</u>
3. Gravel truck measure	Cubic Yard

## Appendix A

## MULCH

Description: This work shall consist of furnishing and applying hay for covering slopes and other areas with mulch as described, over seed or as authorized.

- Acceptable Material: Hay mulch shall consist of long fibered hay, reasonably free from noxious weeds and other undesirable material. No material shall be used which is so wet, decayed or compacted as to inhibit even and uniform spreading.
- Rate: Unless otherwise directed, mulch shall be applied at the rate of 1.5 to 2 tons per acre. Too heavy an application of mulch shall be avoided. Lumps and thick mulch material shall be thinned.

## Gravel Pit Management Standards

Applicability: These standards apply to all operations undertaken that extract material from gravel pits owned by the Bureau of Parks and Lands. Any exceptions to these standards must be approved by the Contract Administrator and may require a permit.

### Standards:

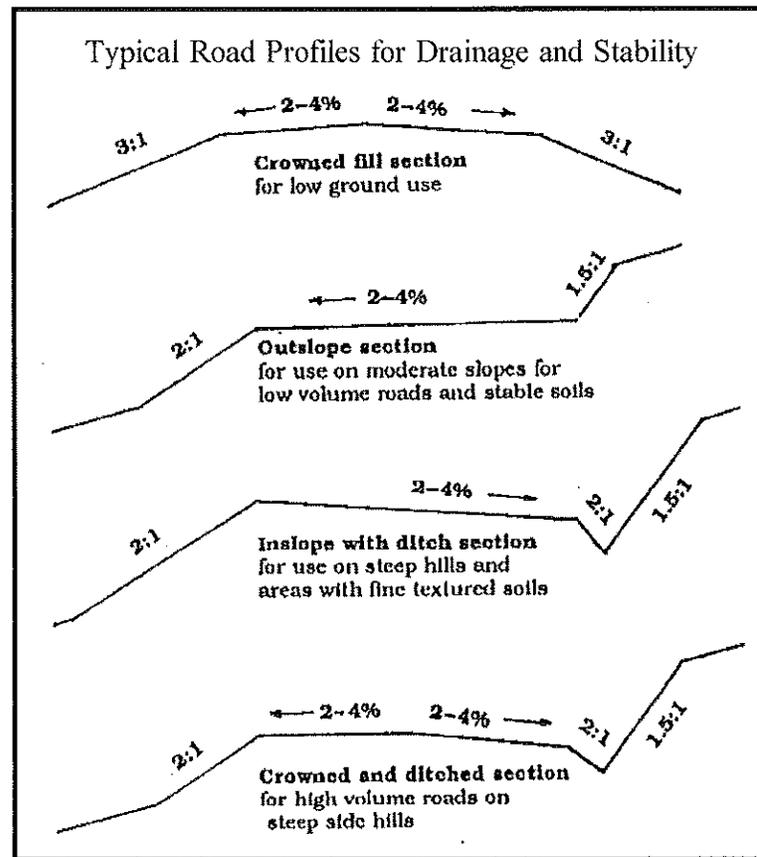
- 1) Protection of surface water
  - a) Best management practices shall be employed to ensure that the pit area is internally drained such that neither runoff nor eroded materials exit the pit area.
  - b) A 100' vegetative buffer strip shall be maintained between all protected natural resources including any flowing water, body of standing water, wetland or significant wildlife habitat.
  - c) Stumping and stripping of topsoil shall be limited to that which is required to provide for currently planned projects.
- 2) Protection of groundwater
  - a) A two foot buffer shall be maintained above the seasonal high water table.
  - b) Refueling must occur in an approved location outside the pit area or any buffer strips.
  - c) Equipment to be used within the pit area must be free of fluid leaks.
  - d) No fuel, petroleum products, salt or chemicals shall be stored within the pit area or any buffer strips.
  - e) Spill kits or absorbent material shall be readily available.
  - f) All spills of hazardous material shall be reported to the contract administrator immediately.
- 3) Adjacent ownerships
  - a) No extraction shall occur within 250 of any property line or public roadway.
- 4) Pit operation management
  - a) Any stockpiled material such as topsoil, screenings or processed aggregate shall be placed in a location that is pre-approved by the Contract Administrator.
  - b) All topsoil shall be stockpiled for future pit reclamation. The stockpile shall be stabilized with seed and mulch.
  - c) All test holes shall be promptly filled back in.
  - d) A natural vegetative screen shall be maintained between the extraction area and any road.
  - e) Stumps shall be buried in an onsite location outside any buffers, protected natural resources and above the high water table in a location designated by the contract administrator.

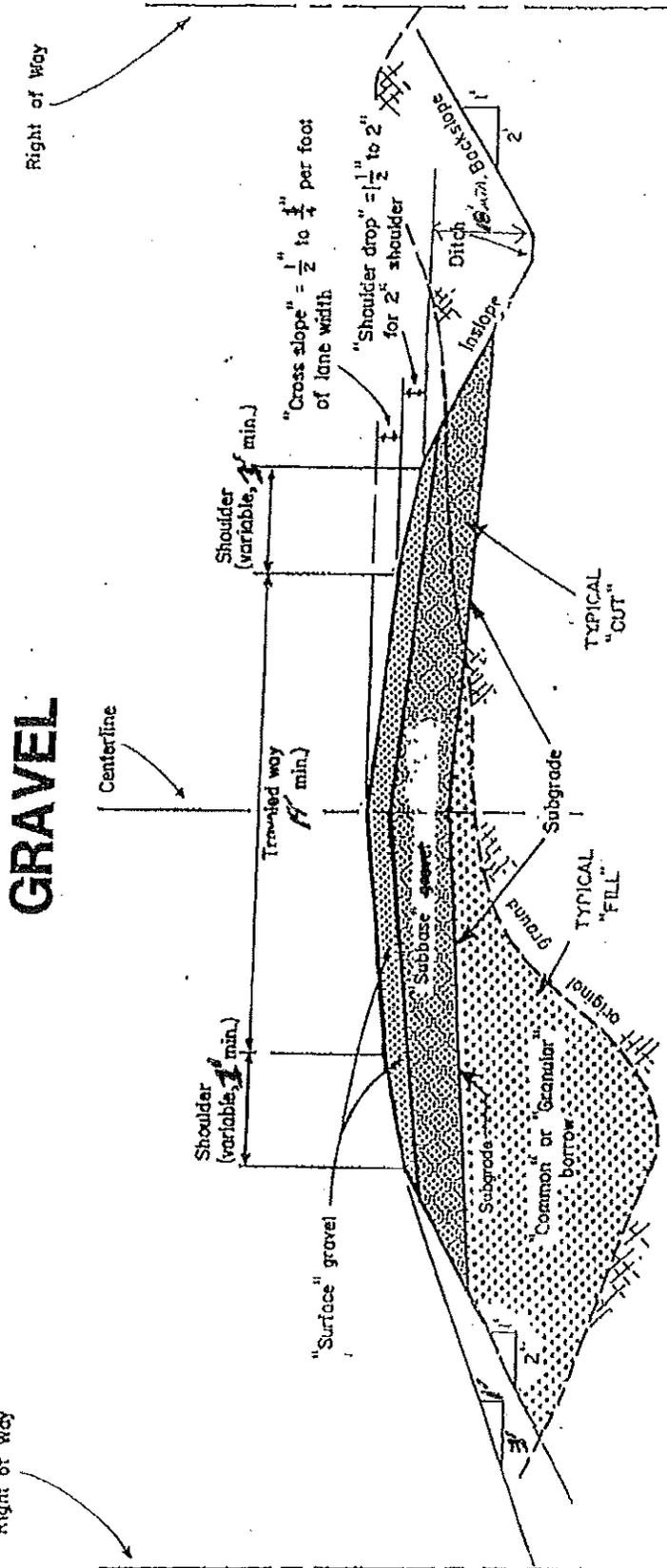
## Drainage

Water entering onto or adjacent to the road must be diverted away from the road before gaining sufficient flow and velocity to cause significant erosion of the road and ditch.

Control down-road flow of surface water by using a combination of the appropriate road cross-section (see Figure ROAD-6) and appropriate water diversion structures within the roadbed itself, such as broad-based dips (see Figure ROAD-7 and Table ROAD-1) or grade rolls, open-top culverts and water bars (see Figure ROAD-8 and Table ROAD-2).

Figure ROAD-6

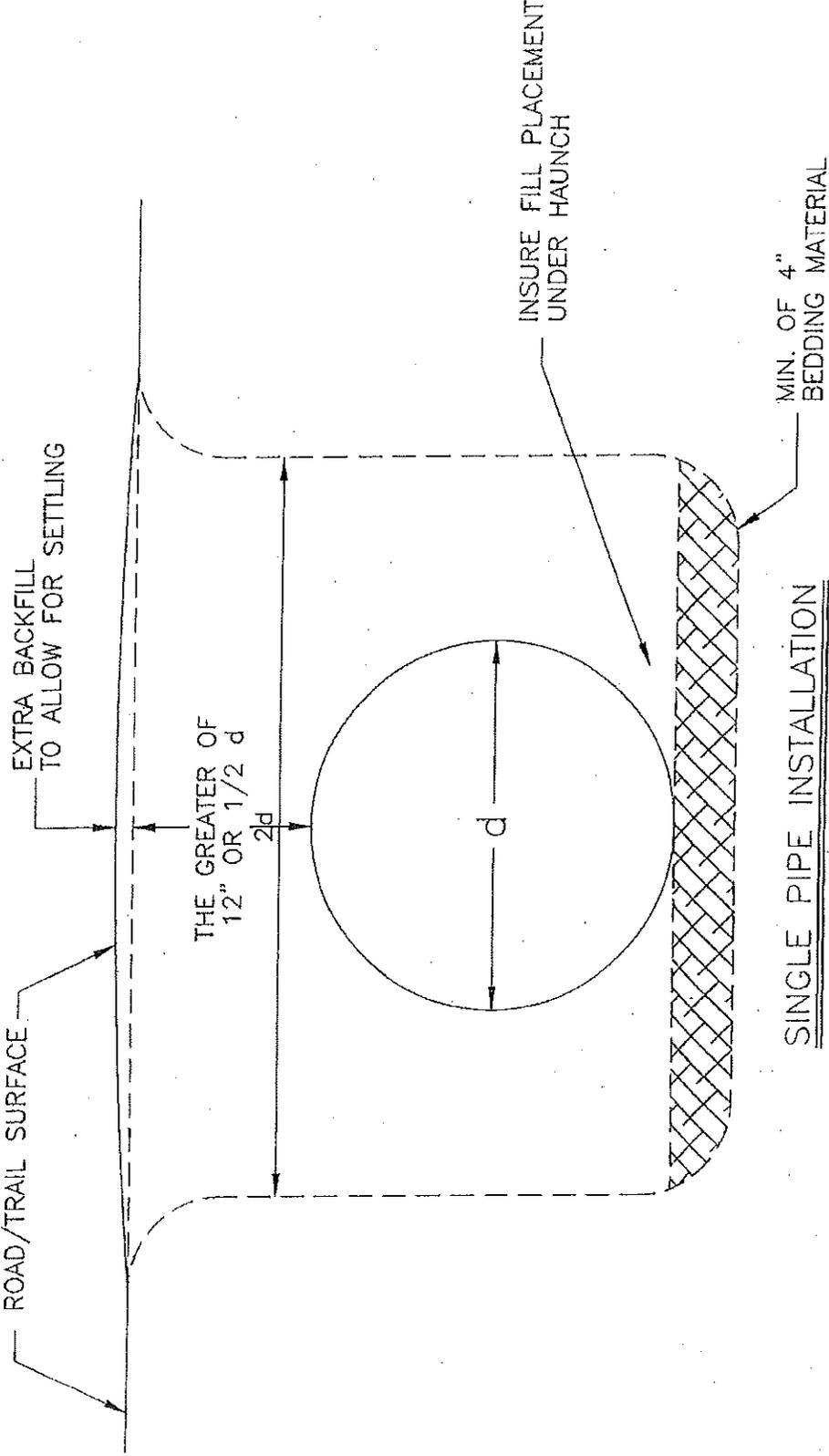




DESIRABLE MINIMUM DIMENSIONS  
OF A LOW-VOLUME GRAVEL ROAD

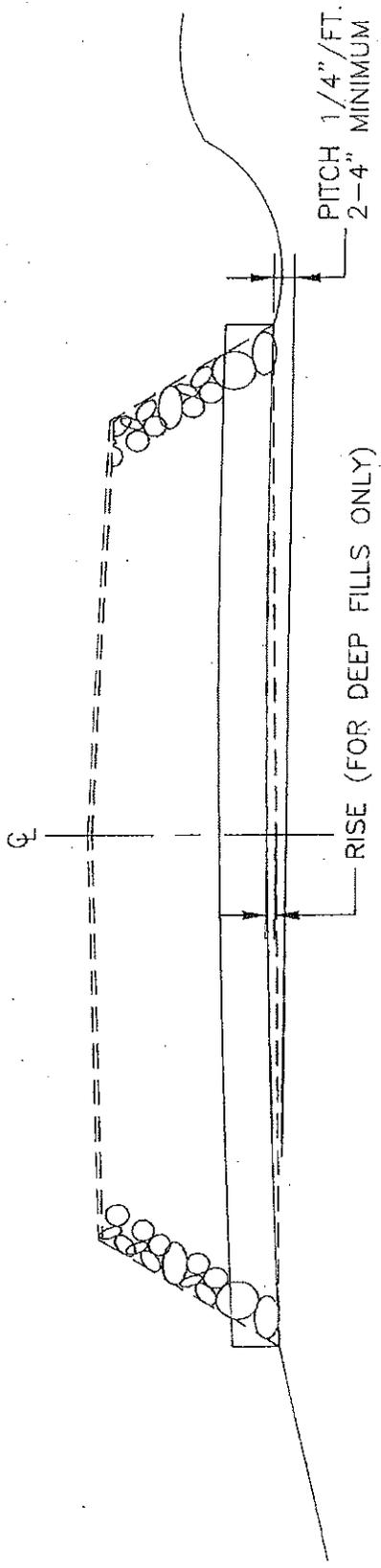
Developed by  
MAINE LOCAL ROADS CENTER  
M.D.O.T.  
1989

FIGURE 5-1

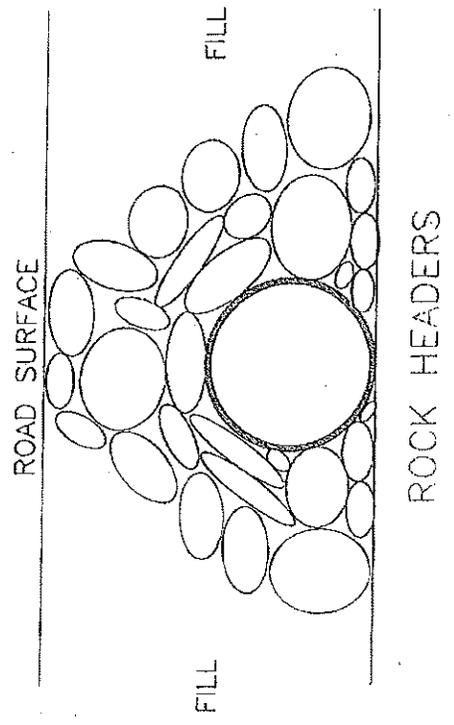


NOT TO SCALE

NOTE: FILL MATERIAL SHALL BE CLEAN GRAVEL HAVING NO STONES GREATER THAN 4" DIAMETER, AND SHALL MEET WITH APPROVAL OF CONTRACT ADMINISTRATOR.



TYPICAL SECTION



CULVERT RISE AND PITCH  
NOT TO SCALE

## 5. TYPES AND FUNCTIONS OF DRAINAGE FEATURES

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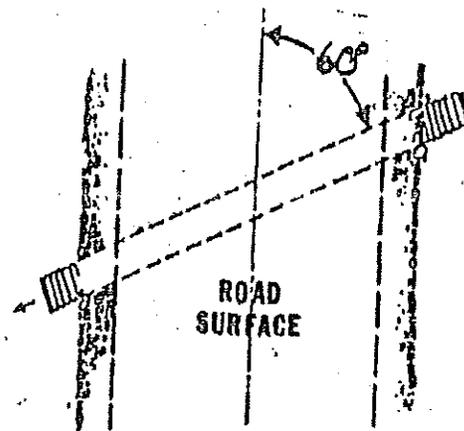


Figure 5 - 13  
Ditch Relief Culvert Location

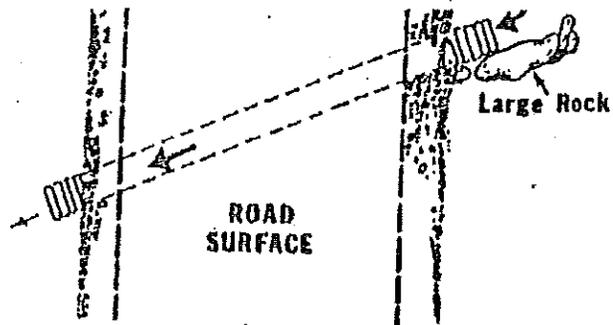
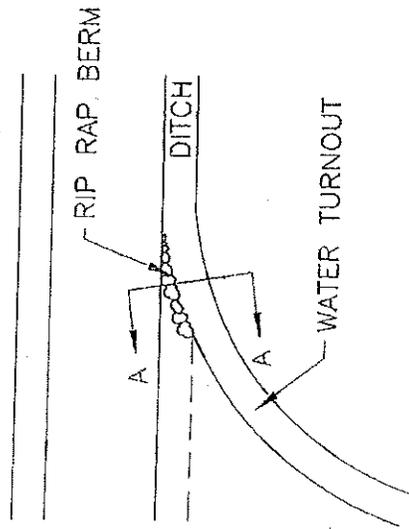
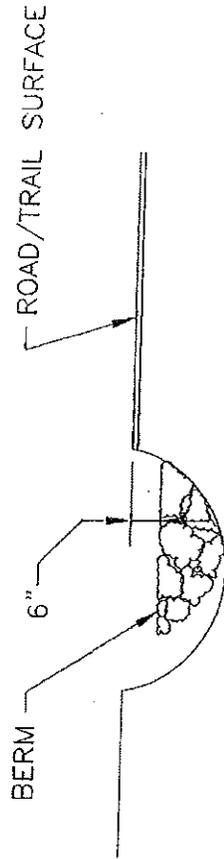


Figure 5 - 13b  
Directing Flow into a Culvert

Sketches courtesy of 7 Islands Land Co.



PLAN OF  
WATER TURNOUT  
NOT TO SCALE



SECTION A-A  
NOT TO SCALE