

Updated 11/10/10

STATE PROJECT

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:

For a Paper Bid:

- a) a copy of the Notice to Contractors, b) the completed Acknowledgement of Bid Amendments form, c) the completed Schedule of Items, d) two copies of the completed and signed Contract Offer, Agreement & Award form, e) a Bid Guaranty, (if required), and f) any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.

For an Electronic Bid:

- a) a completed Bid using Expedite® software and submitted via the Bid Express™ web-based service, b) an electronic Bid Guaranty (if required) or a faxed copy of a Bid Bond (with original to be delivered within 72 hours), and c) any other Certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items (excluding non-selected alternates).
4. Bid Guaranty acceptable forms are:
 - a) a properly completed and signed Bid Bond on the Department's prescribed form (or on a form that does not contain any significant variations from the Department's form as determined by the Department) for 5% of the Bid Amount or
 - b) an Official Bank Check, Cashier's Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors or
 - c) an electronic bid bond submitted with an electronic bid.
5. If a paper Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building located at 16 Child Street in Augusta. Other means, such as U.S. Postal Service's Express Mail has proven not to be reliable.

IN ADDITION, FOR FEDERAL AID PROJECTS:

6. Complete the DBE Proposed Utilization form, and submit with your bid. If you are submitting your bid electronically, you must FAX the form to (207) 624-3431.

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207) 624-3410.

For complete bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision of December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes or David Venner at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contact Larry Childs at Larry.Childs@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

October 16, 2001

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT _____

_____ of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required. Questions are to be faxed to the number listed in the Notice to Contractors. This is the only allowable mechanism for answering Project specific questions. Maine DOT will not be bound to any answers to Project specific questions received during the Bidding phase through other processes.

Vendor Registration

Prospective Bidders must register as a vendor with the Department of Administrative & Financial Services if the vendor is awarded a contract. Vendors will not be able to receive payment without first being registered. Vendors/Contractors will find information and register through the following link –

<http://www.maine.gov/purchases/vendorinfo/vss.htm> .

**STATE OF MAINE DEPARTMENT OF TRANSPORTATION
NOTICE TO CONTRACTORS**

Sealed bids addressed to the Maine Department of Transportation, Augusta, Maine 04333, and endorsed on the wrapper "Bid for Asbestos abatement, Air Monitoring and Demolition/Removal of one (1) 3-story wood frame Building Unit and any additions located at 381 West Main Street in the town of Fort Kent" will be received from contractors at the Reception Desk, Maine DOT Building, Capitol Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on Wednesday May 4, 2011 and at that time and place publicly opened and read. Bids will be accepted from contractors and building movers/wreckers that can demonstrate previous successful completion of projects of a similar size and scope. All other Bids may be rejected. **We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. Until further notice, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.**

State Contract ID: PIN: 010042.20

Location: In Aroostook County, the building is located at 381 West Main Street, in Fort Kent..

Outline of Work: **Asbestos Abatement, Air Monitoring and Demolition/Removal** and other incidental work, of a 3-story wood frame structure with full foundation located at 381 West Main Street. in Fort Kent. The buildings may be inspected by contacting Andrew Johnson of MeDot Property Office at (207) 624-3345 to arrange entry.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207) 624-3410. Our webpage at <http://www.maine.gov/mdot/contractors/> contains a copy of the schedule of items, plan holders list, written portions of bid amendments (not drawings), and bid results. For project-specific information, FAX all questions to **Andrew Johnson** at (207) 624-3431. Questions received after 12:00 noon of the Monday prior to bid date will not be answered. Bidders shall not contact any other Department staff for clarification of contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at 888-516-9364

Contract bid books and bid forms may be seen at the Transportation Building in Augusta, Maine and at the Department of Transportation Region 5 Office in Presque Isle. They may be obtained, at no cost, from the Department's website at www.maine.gov/mdot/ or may be purchased from the Department between the hours of 8:00 A.M. to 4:30 P.M. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They may also be purchased by telephone at (207) 624-3536 between the hours of 8:00 A.M. to 4:30 P.M. Costs are \$10.00 (\$13.00 by mail) for bid books.

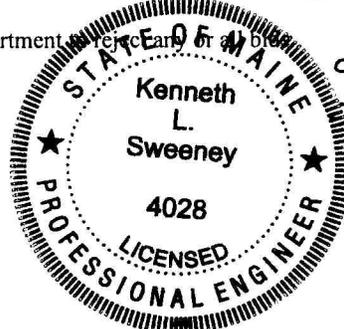
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$5,000.00 payable to Treasurer, State of Maine, as a bid guarantee. If the low bid exceeds \$100,000.00, a Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful bidder. If a bid indicates a credit to the State, the Department requires a bidder to forward a separate credit amount for the credit bid in the form set forth in the Special Provisions.

This Contract is subject to all applicable State Laws

All work shall be governed by *State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002*, priced at \$10.00 [\$13.00 by mail], and *Standard Details, Revision of December 2002*, priced at \$20.00 [\$25.00 by mail]. Standard Detail updates can be found at <http://www.maine.gov/mdot/contractors/publications/>.

The right is hereby reserved to the Department to reject any or all bids.

Augusta, Maine
April 20, 2011




KENNETH L. SWEENEY P.E.
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/contractors/index.shtml> It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
FORT KENT
AROOSTOOK COUNTY
PIN 010042.20

Contract
**Asbestos Abatement, Air Monitoring
and
Demolition or Removal of Buildings**

IMPORTANT!!

This is a Package and must not be taken apart.
when you submit a bid, utilize the "Bid I
Form", and return the entire Bid Package intact
to the Department Office in accordance with
information contained in "Notice to Contractors

If you require further information as to the
Proposal Contract, contact the Department of
Transportation, as per "Notice to Contractors"

PIN: 010042.20

FORT KENT, Maine
**Asbestos Abatement, Air Monitoring and
Demolition or Removal of Buildings Contract**

General Provisions

The bid and all work in connection with the proposed contract shall be in full conformity with the Maine State Department of Transportation, Standard Specifications, Highways and Bridges, Revision of December, 2002 hereafter Standard Specifications, except as modified by the following special provisions. Copies of the Standard Specifications may be obtained from the State Department of Transportation upon payment of Ten Dollars (\$10.00) each or thirteen [\$13.00] by mail, also may be obtained free on the Maine DOT website previously cited.

The Maine Department of Transportation, hereafter Department, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the basis of race, color, sex or national origin in consideration for an award.

Special Provisions

1. The bid shall be made upon forms furnished by the Department and shall consist of the "Notice to Contractors", the completed "Acknowledgement of Bid Amendments Form", both copies of the completed "Contract Agreement, Offer & Award" forms, Plan of area (if applicable), a Bid Bond or Bid Guarantee, and any other certifications or bid requirements listed in the Bid Book.

BIDS MUST BE SUBMITTED IN THE ATTACHED ENVELOPE.

Bid Guaranty.

Bids must be accompanied by a bid guaranty that complies with all the requirements of this section, unless noted otherwise in the "Notice to Contractors".

The bid guaranty must be: (A) a cashier's check, certified check or United States Postal Money Order in the amount of \$ 5000.00 made payable to the "Treasurer - State of Maine" or (B) a Bid Bond for 5% of the Bid conforming to the next paragraph

Bid Bonds must be: (A) issued by an insurance company licensed or approved by the State of Maine, Department of Business Regulation, Bureau of Insurance, to do business in the State of Maine; (B) properly signed by the Bidder (as Principal) and a duly authorized representative of the insurance company referenced above, and (C) on the Department's Bid Bond form (or an exact copy thereof) OR must not contain any significant variations from said form as determined in the sole discretion of the Department.

2. **Definition of a Unit.** A "unit" is defined as any structure and its auxiliary buildings.

3. **Bid Price.** A bid price shall be a lump sum bid price, to be paid either by the State of Maine or to the State of Maine as indicated on the bid sheet. Bids are a firm fixed price offer and shall not be conditional. This lump sum bid shall cover all labor, equipment, material, Disposal and all miscellaneous items necessary to the performance of the work and all the required incidental work as outlined herein.

The Contractor shall submit a Traffic Control plan as described in Section 652.3.3 in the Standard Specifications. Payment for Traffic Control will be included in the lump sum bid price. This lump sum bid will be indicated on the Bid Form under the Demolition or Removal Section included herein.

With a bid, which indicates a credit to the Maine Department of Transportation, the bidder is required to forward with the bid a separate certified check, cashier's check, or U.S. Postal Money Order drawn to the order of the Treasurer, State of Maine for the credit amount shown on the bid. This is in addition to Bid Guaranty.

4. Competence and Qualifications of Bidders. Prior to award of a contract, the apparent successful bidder may be asked to submit to the Department any or all of the following:

- a. A statement indicating recent experience on similar work.
- b. A statement that the Contractor has sufficient machinery, equipment, and personnel to perform the work described in the contract satisfactorily, and within the required time limit.
- c. A financial statement.

5. Award and Execution of Contract. The contract will be awarded or the bid rejected by the Department within thirty (30) days after the opening of the bids. Although Bids will normally expire 30 days after bid opening, a bid may be extended if the Department requests and the bidder agrees, to give the Department additional time before award.

Awards will be made to the responsible bidder with the lowest responsive Bid, with an amount "TO BE PAID BY THE STATE OF MAINE", unless there is a responsive Bid which contains a credit amount " TO BE PAID TO THE STATE OF MAINE . If there are more than one responsive Bid offering a credit to the State of Maine, then the highest responsive credit Bid becomes the apparent successful bidder. The Department reserves the right to accept or reject any bid. In the case of two (2) or more equal bids, the Department shall decide to whom the contract will be awarded in accordance with Title 5 § 1816(8). In the interest of preserving existing housing, the Department may, if the option is available in the bid package, elect to accept a bid for removal and relocation rather than one for demolition. The successful Bidder will be notified in writing if payment and performance bonds are required, and upon receipt of any required bonds, that said bidder has been awarded the Contract. Otherwise the successful bidder will be simply notified in writing that it has been awarded the contract.

6. Return of Bid Guaranty. All Bid Guaranties, other than bid bonds, except that of the lowest bidder or highest bidder, as applicable, will be returned within ten (10) days following the opening and checking of bids. Upon award of a contract to the successful bidder, the bid bonds of the unsuccessful bidders expire.

In case all bids are rejected, all Bid Guaranties other than Bid Bonds will be returned within three (3) days of the date of rejection. All bids will be opened, although

The Department retains the right to rejected any and all bids. Rejected bids will not be returned unless the bidder requests in writing that the Bid be returned. Bidders whose bids are rejected will be notified in writing of the fact that their Bid was rejected and the reason it was rejected.

7. Execution of Contract. The Department uses the Agreement Offer and Award process used by the Federal government on construction contracts. The signed, properly completed, responsive Bid is the offer. Once the Department has opened, reviewed the bid, and performed a successful responsibility check on the bidder, then the successful bidder will receive a written "Notice of Intent to Award" letter requesting the insurance certificate per the Standard Specifications or a lesser amount of insurance incorporated into the bid package by Special Provision. The Department will then accept the offer, cosign the agreement form provided in the bid package, and a contract will be formed. If the resulting contract will equal or exceed \$100,000, then payment and performance bonds will be requested in addition to the insurance certificate noted above.

8. In the event the contract is not executed by the Department within thirty (30) days after the date of bid opening, the successful Bidder shall have the right to withdraw his bid without loss of Bid Guaranty. No Bid shall be considered binding upon the Department until the execution of the contract by the Department. Execution shall take place when the Commissioner or Deputy Commissioner has cosigned the Offer, Agreement and Award Form.

9. Start and Completion of Work. MaineDOT anticipates that any work to be conducted in association with this contract (the "Work") shall not be permitted prior to June 1, 2011. The contractor must obtain written permission from MaineDOT prior to the start of any work on the property. The contractor will notify the Maine DOT Property Manager prior to start of the Work and agrees that, once the Work is commenced, the Work will be performed continuously from day to day until completion. The completion date will be that noted on the Offer, Agreement and Award Form, unless otherwise noted in the contract.

In the event the contractor is unable to complete the work by the completion date, and the Department determines that the cause of delay to the contractor was due to circumstances beyond the control of the contractor, the Department shall have the absolute right to extend the completion date, and in no case shall the contractor have less than 21 calendar days to complete all work. For each calendar day that the work shall remain incomplete after the completion date, unless otherwise approved by MaineDOT, there shall be deducted from any monies due under the contract, not as a penalty, but as liquidated damages, the sum of One Hundred Dollars (\$100.00) with the exception of Sundays and holidays.

10. Scope of Work

A. The Work shall consist of **Asbestos Abatement, Air Monitoring and the complete Demolition or Removal of the following units:**

Unit 1 – a 3 story wood frame structure with full foundation located at 381 West Main Street. (See attached photos)

General: The following shall be completely removed: Foundations; Slabs and footings; steps; walks; piers and posts.

During the demolition process special care shall be taken not to damage the abutting earthen dike, the curbing and side walk in front of the subject structure or the approach slope and fence to the bridge. Any damage will be the responsibility of the contractor to repair or replace at his expense.

Building excavations shall be filled and compacted using vibratory equipment in one-foot layers to the surrounding existing grade levels. In this process, the contour and grades of the abutting land are to be followed. Erosion control including loaming, seeding, and mulch shall be done and will be considered to be incidental to the contract.

B. Ownership of Buildings and Materials: All buildings and materials contained therein (except as specified in Paragraph "C"), and any items connected with the property of a personal property nature shall become the property of the contractor and shall be completely removed from the proposed highway construction area. Ownership reverts to contractor upon awarding of contract by Commissioner of Maine Department of Transportation. All debris and unusable materials shall be removed to an approved transfer station or approved landfill. Under no circumstances shall any material or debris be disposed of by burning on the premises nor shall the debris be burned at an off premise site.

C. All plywood panels, hasps, padlocks, and other materials used to secure these buildings will remain the property of the Department of Transportation. These panels and padlocks will be transported to a location in the area to be determined by the Project Engineer.

D. Rodent Control. With the "Notice to Proceed", or when a building becomes available to the Contractor, the Contractor will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Contractor has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The Contractor will reinspect the building within 7 days after the extermination services are performed. The cost of extermination services until the building is found to be rodent free will be paid for as a specialty item under Section 109.04(g) of the Standard Specifications.

Each building shall be removed promptly after notification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

E. Temporary Barricades and Signs. The Contractor shall provide and maintain all temporary barricades, signs or other safety measures necessary.

F. Asbestos See Special Provision Section 202- Removal of Structure and Obstructions. See **Exhibit – A** For Asbestos removal scope of work.

G. Outlet Culverts or Drains The contractor will protect culverts and drains from damage during demolition and at the completion of demolition and before backfill. The contractor will notify The MeDOT.

H. Traffic. Two lanes of traffic must be maintained at all times with flaggers as per the MUTCD.

11. Utilities. Contractor shall remove all utility service connections(Aerial and underground) prior to demolition of any building. All existing sewer connections shall be

cut off and sealed with a water and gas tight seal to the satisfaction of the local Water and Sewer Utility's Engineer before such connections are covered by any fill material. Water connections or services shall be cut and completely capped or plugged in a manner to prevent any flow or seepage of water into any excavated area.

12. Permits and Conformity with Laws and Ordinances. The Contractor shall obtain any and all permits or licenses necessary for the performance of the work and shall familiarize himself with and conform to all Federal, State, and local laws, regulations, or ordinances applicable to the work.

13. Insurance. Contractor shall purchase and maintain during the term of this contract comprehensive liability insurance as noted in the Departments Standard Specifications, or otherwise specified by Special Provision herein., coverage for death, personal injury or property damage which may occur as a result of Contractor's work under this contract. (See Section 110 of the Standard Specifications, entitled Indemnification, Bonding and Insurance)

14. Non-discrimination. During the performance of this contract the Contractor agrees to comply with the requirements imposed by Title 5 M.R.S.A. & 784(2), which statute is hereby incorporated by reference.

15. Payment. Payment will be made in one lump sum unless the Department and the Contractor agree to progress payments at completion of agreed intermediary milestones. Before the Department may accept the work, the Contractor must submit both a notification of the completion of the work and a written statement that all bills incurred in doing the work have been paid. After receipt and consideration of these statements the Department will accept or reject the work.

16. Notices. All notices, invoices, payments and correspondence required or generated under the terms of this contract shall be sent to the following:

To Department

Attention: Andrew Johnson
Maine Department of Transportation
State House Station 16
Augusta, Maine 04333

To Contractor

MAINE DEPARTMENT OF TRANSPORTATION

PAGE: 1

DATE: 110413

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010042.20

PROJECT(S): 010042.20

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 PROJECT ITEMS

0010	202.06 ASBESTOS ABATEMENT/REMOVAL	LUMP	LUMP				
0020	202.08 REMOVING BUILDING NO.: UNIT 1	LUMP	LUMP				
	SECTION 0001 TOTAL						
	TOTAL BID						

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 010042.20**, for the **Asbestos Abatement, Air Monitoring and Demolition and Removal of a 3-story wood frame structure and any out buildings located at 381 West Main Street in Fort Kent, County of Aroostook, Maine.** The Work includes demolition, maintenance of site during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time

The Contractor agrees to complete all Work, except warranty work, on or before **June 22, 2011**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the Maine DOT Standard Specifications.

C. Price

The quantities given in the Schedule of Items of the Bid Package (if applicable) will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. **The bid is**

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer The undersigned, having carefully examined the site of work, the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Bonds contained herein for demolition of:

PIN 010042.20 Fort Kent: Asbestos Abatement, Air Monitoring and Demolition and removal of a 3-story wood frame structure and any out buildings located at 381 West Main Street. in Fort Kent, Aroostook County, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items"(if given) or at a lump sum price.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offerer also agrees:

First: To do any extra Work, not covered by the attached documentation, which may be ordered by the Maine DOT Resident Engineer or Project Manager, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Maine DOT Resident Engineer's or Project Manager's "Notice to Commence Work" as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 010042.20**, for the **Asbestos Abatement, Air Monitoring and Demolition and Removal of a 3-story wood frame structure and any out buildings located at 381 West Main Street in Fort Kent, County of Aroostook, Maine.** The Work includes demolition, maintenance of site during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time

The Contractor agrees to complete all Work, except warranty work, on or before **June 22, 2011**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the Maine DOT Standard Specifications.

C. Price

The quantities given in the Schedule of Items of the Bid Package (if applicable) will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. **The bid is**

Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer The undersigned, having carefully examined the site of work, the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Bonds contained herein for demolition of:

PIN 010042.20 Fort Kent: Asbestos Abatement, Air Monitoring and Demolition and removal of a 3-story wood frame structure and any out buildings located at 381 West Main Street. in Fort Kent, Aroostook County, State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items"(if given) or at a lump sum price.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offerer also agrees:

First: To do any extra Work, not covered by the attached documentation, which may be ordered by the Maine DOT Resident Engineer or Project Manager, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Maine DOT Resident Engineer's or Project Manager's "Notice to Commence Work" as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Fifth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

Witness

(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at (address of the firm bidding the job)

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, **PIN No. 1234.56**, for the **Demolition and Removal of a single story ranch style house with attached garage** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes demolition, maintenance of site during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time

The Contractor agrees to complete all Work, except warranty work, on or before February **28, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the Maine DOT Standard Specifications.

C. Price

The quantities given in the Schedule of Items of the Bid Package (if applicable) will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond. **The bid is (Place bid here \$ 000,000), if the bid is a credit – write the word “Credit” next to the bid credit amount** Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement, and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A the Maine DOT Standard Specifications (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer The undersigned, having carefully examined the site of work, the Plans, Maine DOT Standard Specifications, Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement, and Bonds contained herein for demolition of:

PIN 1234.00 West Eastport, Demolition and removal of a one story ranch style house with attached garage located on 11 Belmont Avenue

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to perform the whole of the Demolition Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items"(if given) or at a lump sum price.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offerer also agrees:

First: To do any extra work, not covered by the attached documentation, which may be ordered by the Maine DOT Resident Engineer or Project Manager, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Maine DOT Resident Engineer's or Project Manager's "Notice to Commence Work" as stated in the Maine DOT Standard Specifications, and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: If Federal funding is involved, the Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Maine DOT Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

(Sign Here)

Date _____

(Witness Sign Here)
Witness

(Print Name Here)
(Name and Title Printed)

G. Award

Your offer is hereby accepted. This award consummates the Contract, and the documents referenced herein.

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David Bernhardt, Commissioner

Witness

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
FORM OF GENERAL CONTRACT BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

of the _____ of _____

and State of _____ as Principal,

and _____

_____ as Surety, a corporation duly

organized under the laws of the State of _____

and having a usual place of business in _____

are hereby held and firmly bound unto the Treasurer of the State of Maine in the sum of

_____, for

payment which Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally.

The condition of this obligation is such that if the Principal has submitted to the Maine Department of Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a part herein, to enter into a written contract for the Asbestos Abatement and Demolition/Removal of _____

and if the Department shall accept said proposal and the Principal shall execute and deliver a contract in the form attached hereto (properly completed in accordance with said bid) and shall furnish bonds for his faithful performance of said contract and

for the payment of all persons performing labor or furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed and sealed this _____ day of _____, 2007.

WITNESS

PRINCIPAL:

_____ BY _____

_____ By _____

_____ BY _____

WITNESS

SURETY

Name of Local Agency

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this day of, 20.....

WITNESSES:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....
.....
.....

ADDRESS

TELEPHONE.....

.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **in the State of** _____, as principal,
and.....
a corporation duly organized under the laws of the State of and having a
usual place of business in
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this day of, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY:

Signature.....

.....

Print Name Legibly

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

.....

ADDRESS

.....

.....

TELEPHONE

.....

State of Maine
 Department of Labor
 Bureau of Labor Standards
 Technical Services Division
 Augusta, Maine 04333-0045
 Telephone (207) 623-7906

Wage Determination - In accordance with 26 MRSA §1301 et. seq., this is a determination by the Bureau of Labor Standards, of the fair minimum wage rate to be paid laborers and workers employed on the below titled project.

Title of Project ----- Fort Kent Building Demolition Pin 10042.20

Location of Project -- Fort Kent, Aroostook County

2011 Fair Minimum Wage Rates
 Building 2 Aroostook County
 (other than 1 or 2 family homes)

Occupation Title	Minimum			Occupation Title	Minimum		
	Wage	Benefit	Total		Wage	Benefit	Total
Asbestos/Lead Removal Worker	\$17.25	\$1.12	\$18.37	Ironworker - Reinforcing	\$20.37	\$5.22	\$25.59
Asphalt Raker	\$14.00	\$0.35	\$14.35	Ironworker - Structural	\$16.90	\$3.02	\$19.92
Backhoe Loader Operator	\$16.00	\$1.99	\$17.99	Laborers (Incl. Helpers & Tenders)	\$13.00	\$0.52	\$13.52
Boilermaker	\$32.02	\$7.82	\$39.84	Laborer - Skilled	\$15.20	\$0.64	\$15.84
Boom Truck (Truck Crane) Operator	\$17.00	\$2.04	\$19.04	Loader Operator - Front-End	\$14.25	\$1.54	\$15.79
Bricklayer	\$25.95	\$1.86	\$27.81	Mechanic, Automatic - Door	\$32.75	\$11.89	\$44.64
Bulldozer Operator	\$18.00	\$2.99	\$20.99	Mechanic, Maintenance	\$22.75	\$2.76	\$25.51
Carpenter	\$16.40	\$1.72	\$18.12	Mechanic, Refrigeration	\$20.50	\$3.55	\$24.05
Carpenter - Acoustical	\$18.00	\$0.70	\$18.70	Millwright	\$22.50	\$7.34	\$29.84
Carpenter - Rough	\$15.00	\$1.11	\$16.11	Oil/Fuel Burner Servicer & Installer	\$18.50	\$4.55	\$23.05
Cement Mason/Finisher	\$17.25	\$1.59	\$18.84	Painter	\$15.00	\$0.00	\$15.00
Communication Equip Installer	\$22.00	\$3.73	\$25.73	Paver - Bituminous	\$18.13	\$2.35	\$20.48
Crane Operator <15 Tons	\$20.00	\$4.02	\$24.02	Pipe/Steam/Sprinkler Fitter	\$24.75	\$6.98	\$31.73
Crane Operator =>15 Tons)	\$20.00	\$4.02	\$24.02	Plumber (Licensed)	\$19.00	\$3.41	\$22.41
Dry-Wall Applicator	\$19.13	\$0.96	\$20.09	Plumber Helper/Trainee (Licensed)	\$15.50	\$4.65	\$20.15
Dry-Wall Taper & Finisher	\$18.00	\$0.62	\$18.62	Pump Installer	\$17.00	\$2.54	\$19.54
Electrician - Licensed	\$22.00	\$6.70	\$28.70	Roller Operator - Pavement	\$16.18	\$4.96	\$21.14
Electrician Helper/Cable Puller (Licensed)	\$15.00	\$1.96	\$16.96	Roofer	\$15.00	\$1.00	\$16.00
Elevator Constructor/Installer	\$48.43	\$21.44	\$69.87	Sheet Metal Worker	\$17.30	\$2.79	\$20.09
Excavator Operator	\$16.40	\$2.49	\$18.89	Sider	\$13.00	\$2.26	\$15.26
Fence Setter	\$13.00	\$0.19	\$13.19	Stone Mason	\$26.00	\$0.00	\$26.00
Floor Layer	\$16.00	\$0.31	\$16.31	Tile Setter	\$18.50	\$3.60	\$22.10
Glazier	\$15.00	\$1.05	\$16.05	Truck Driver - Light	\$15.00	\$2.35	\$17.35
Grader/Scraper Operator	\$17.50	\$2.56	\$20.06	Truck Driver - Medium	\$14.26	\$0.84	\$15.10
HVAC	\$23.50	\$5.53	\$29.03	Truck Driver - Heavy	\$13.65	\$2.34	\$15.99
Industrial Truck (Forklift) Operator	\$20.63	\$5.89	\$26.52	Truck Driver - Tractor Trailer	\$14.77	\$3.04	\$17.81
Insulation Installer	\$16.13	\$0.08	\$16.21	Truck Driver - Mixer (Cement)	\$13.68	\$5.57	\$19.25

The Laborer classifications include a wide range of work duties. Therefore, if any specific occupation to be employed on this project is not listed in this determination, call the Bureau of Labor Standards at the above number for further clarification.

Welders are classified in the trade to which the welding is incidental.

Apprentices - The minimum wage rate for registered apprentices are those set forth in the standards and policies of the Maine State Apprenticeship and Training Council for approved apprenticeship programs.

Posting of Schedule - Posting of this schedule is required in accordance with 26 MRSA §1301 et. seq., by any contractor holding a State contract for construction valued at \$50,000 or more and any subcontractors to such a contractor.

Appeal - Any person affected by the determination of these rates may appeal to the Commissioner of Labor by filing a written notice with the Commissioner stating the specific grounds of the objection within ten (10) days from the filing of these rates with the Secretary of State.

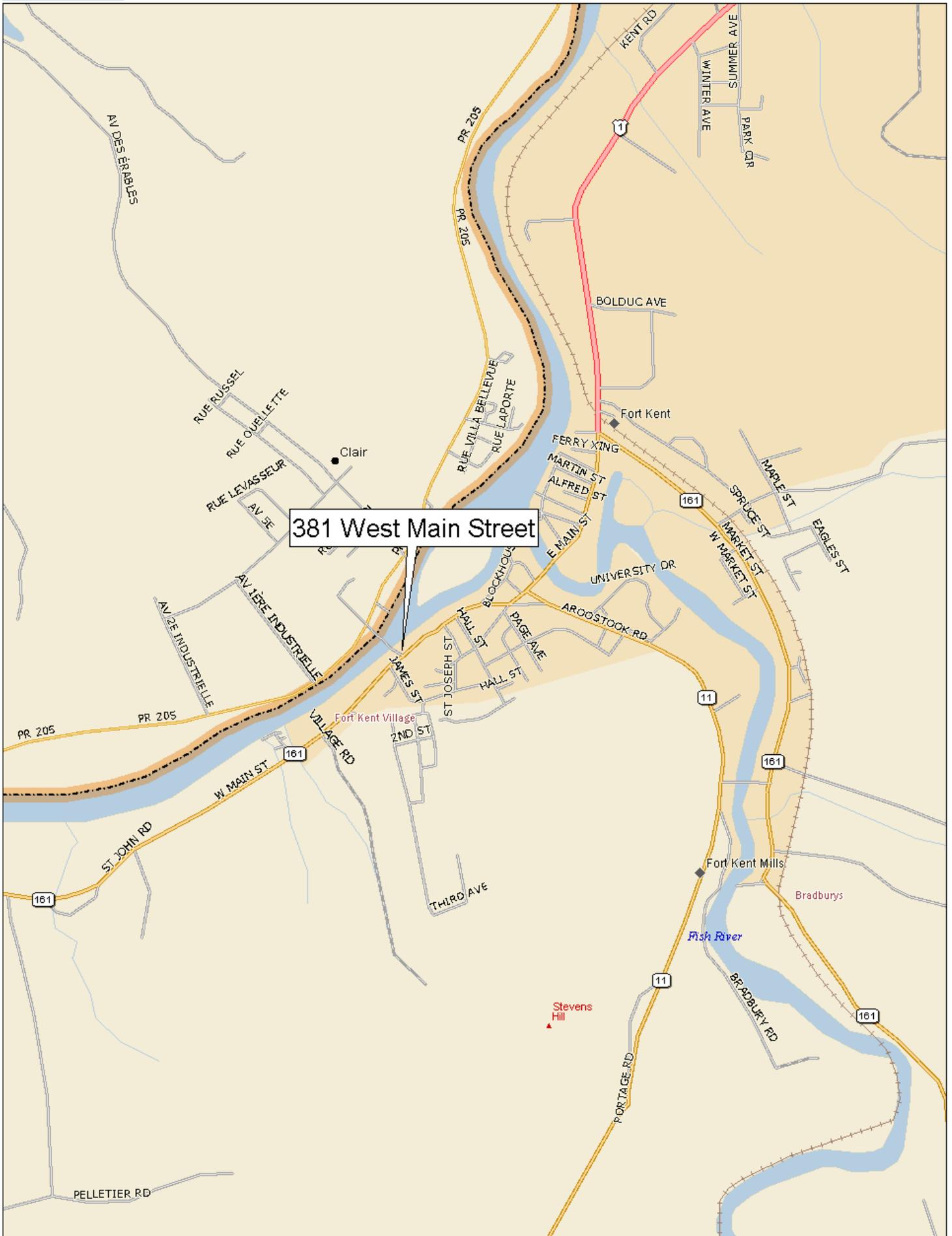
Determination No: B2-061-2011
 Filing Date: April 13, 2011
 Expiration Date: 12-31-2011
 BLS 424BU (R2011) (Building 2 Aroostook)

A true copy
 Attest: 
 Michael Roland
 Acting Bureau Director
 Bureau of Labor Standards

NOTICE TO CONTRACTORS - PREFERRED EMPLOYEES

Sec. 1303. Public Works; minimum wage

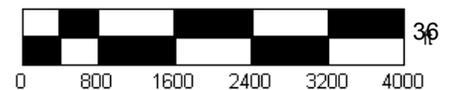
In the employment of laborers in the construction of public works, including state highways, by the State or by persons contracting for the construction, preference must first be given to citizens of the State who are qualified to perform the work to which the employment relates and, if they can not be obtained in sufficient numbers, then to citizens of the United States. Every contract for public works construction must contain a provision for employing citizens of this State or the United States. The hourly wage and benefit rate paid to laborers employed in the construction of public works, including state highways, may not be less than the fair minimum rate as determined in accordance with section 1308. Any contractor who knowingly and willfully violates this section is subject to a fine of not less than \$250 per employee violation. Each day that any contractor employs a laborer at less than the wage and benefit minimum stipulated in this section constitutes a separate violation of this section. [1997, c. 757, §1 (amd).]



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SPECIAL PROVISION 105
OVERLIMIT PERMITS

Title 29-A § 2382 MRSA Overlimit Movement Permits.

1. Overlimit movement permits issued by State. The Secretary of State, acting under guidelines and advice of the Commissioner of Transportation, may grant permits to move nondivisible objects having a length, width, height or weight greater than specified in this Title over a way or bridge maintained by the Department of Transportation

2. Permit fee. The Secretary of State, with the advice of the Commissioner of Transportation, may set the fee for single trip permits, at not less than \$6, nor more than \$30, based on weight, height, length and width. The Secretary of State may, by rule, implement fees that have been set by the Commissioner of Transportation for multiple trip, long-term overweight movement permits. Rules established pursuant to this section are routine technical rules pursuant to Title 5, chapter 375, subchapter II-A.

3. County and municipal permits. A county commissioner or municipal officer may grant a permit, for a reasonable fee, for travel over a way or bridge maintained by that county or municipality

4. Permits for weight. A vehicle granted a permit for excess weight must first be registered for the maximum gross vehicle weight allowed for that vehicle.

5. Special mobile equipment. The Secretary of State may grant a permit, for no more than one year, to move pneumatic-tire equipment under its own power, including Class A and Class B special mobile equipment, over ways and bridges maintained by the Department of Transportation. The fee for that permit is \$15 for each 30-day period.

6. Scope of permit. A permit is limited to the particular vehicle or object to be moved, the trailer or semitrailer hauling the overlimit object and particular ways and bridges.

7. Construction permits. A permit for a stated period of time may be issued for loads and equipment employed on public way construction projects, United States Government projects or construction of private ways, when within construction areas established by the Department of Transportation. The permit:

A. Must be procured from the municipal officers for a construction area within that municipality;

B. May require the contractor to be responsible for damage to ways used in the construction areas and may provide for:

(1) Withholding by the agency contracting the work of final payment under contract; or

(2) The furnishing of a bond by the contractor to guarantee suitable repair or payment of damages.

The suitability of repairs or the amount of damage is to be determined by the Department of Transportation on state-maintained ways and bridges, otherwise by the municipal officers;

C. May be granted by the Department of Transportation or by the state engineer in charge of the construction contract; and

D. For construction areas, carries no fee and does not come within the scope of this section.

8. Gross vehicle weight permits. The following may grant permits to operate a vehicle having a gross vehicle weight exceeding the prescribed limit:

A. The Secretary of State, with the consent of the Department of Transportation, for state and state aid highways and bridges within city or compact village limits;

B. Municipal officers, for all other ways and bridges within that city and compact village limits; and

C. The county commissioners, for county roads and bridges located in unorganized territory.

9. Pilot vehicles. The following restrictions apply to pilot vehicles.

A. Pilot vehicles required by a permit must be equipped with warning lights and signs as required by the Secretary of State with the advice of the Department of Transportation.

B. Warning lights may be operated and lettering on the signs may be visible on a pilot vehicle only while it is escorting a vehicle with a permit on a public way.

With the advice of the Commissioner of Transportation and the Chief of the State Police, the Secretary of State shall establish rules for the operation of pilot vehicles.

9-A. Police escort. A person may not operate a single vehicle or a combination of vehicles of 125 feet or more in length or 16 feet or more in width on a public way unless the vehicle or combination of vehicles is accompanied by a police escort. The Secretary of State, with the advice of the Commissioner of Transportation, may require a police escort for vehicles of lesser dimensions.

A. The Bureau of State Police shall establish a fee for state police escorts to defray the costs of providing a police escort. A county sheriff or municipal police department may establish a fee to defray the costs of providing police escorts.

B. The Bureau of State Police shall provide a police escort if a request is made by a permittee. A county sheriff or municipal police department may refuse a permittee's request for a police escort.

C. A vehicle or combination of vehicles for which a police escort is required must be accompanied by a state police escort when operating on the interstate highway system.

10. Taxes paid. A permit for a mobile home may not be granted unless the applicant provides reasonable assurance that all property taxes, sewage disposal charges and drain and sewer assessments applicable to the mobile home, including those for the current tax year, have been paid or that the mobile home is exempt from those taxes. A municipality may waive the requirement that those taxes be paid before the issuance of a permit if the mobile home is to be moved from one location in the municipality to another location in the same municipality for purposes not related to the sale of the mobile home.

11. Violation. A person who moves an object over the public way in violation of this section commits a traffic infraction.

Section History:

PL 1993, Ch. 683, §A2 (NEW).

PL 1993, Ch. 683, §B5 (AFF).

PL 1997, Ch. 144, §1,2 (AMD).

PL 1999, Ch. 117, §2 (AMD).

PL 1999, Ch. 125, §1 (AMD).

PL 1999, Ch. 580, §13 (AMD).

PL 2001, Ch. 671, §30 (AMD).

PL 2003, Ch. 166, §13 (AMD).

PL 2003, Ch. 452, §Q73,74 (AMD).

PL 2003, Ch. 452, §X2 (AFF).

SPECIAL PROVISION
SECTION 202
REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Under Section 202.02 of the Standard Specifications, ownership of buildings and all equipment, fixtures, and materials therein shall be interpreted as meaning all equipment, fixtures, and materials that are recognized as real property. Any items that are recognized as personal property are excepted and are reserved to the owner. If the bidder is in doubt as to whether any item not listed is real or personal property, they shall request a determination of the matter prior to date on which bids are to be received.

The following list of items is to be reserved to the property owners and/or occupants of Buildings:

No Reservations.

Buildings to be removed under Section 202 - Removing Structures and Obstructions of the contract will be made available to the Contractor as follows:

Failure by the Maine State Department of Transportation to meet dates of availability may entitle the Contractor to time extension if requested by the Contractor, in writing, such request indicating delays in construction, if any, caused by changes in availability dates.

With the "Notice to Proceed", or when a building becomes available to the Contractor, the Department will designate whether rodent control measures are required or not.

The Contractor shall not remove a building until the Contractor has certified it to be free of rodents. Should rodent control measures be required, the Contractor shall procure the extermination services as soon as possible. The cost of extermination services until the building is found to be rodent free will be paid for under Section 109.3.7.5 – Force Account.

Asbestos: This building contains asbestos. The Contractor will employ a DEP certified Asbestos Abatement Contractor for it's' removal and disposal. The Contractor will bear all expenses incurred as part of this contract in the abatement of any asbestos containing material and associated air monitoring as detailed in the attached asbestos survey report and scope of work for abatement. See Exhibit-A for asbestos abatement scope of work. Any questions can be directed to the Office of Legal Service (624-3020).

Each building shall be removed promptly after certification that it is free of rodents. All subsequent inspection costs and extermination services necessary to assure that the building is rodent free at time of removal will be at the expense of the Contractor.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC
Construction Sign Sheeting Material

Super high intensity fluorescent retroreflective sheeting, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic), is required for all construction signs.

SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC

Approaches Approach signing shall include the following signs as a minimum. Field conditions may warrant the use of additional signs as determined by the Resident.

- Road work Next x Miles
- Road work 500 Feet
- End Road Work

Work Area At each work site, signs and channelizing devices shall be used as directed by the Resident. Signs include:

- Road Work xxxx ¹
- One Lane Road Ahead
- Flagger Sign

Other typical signs include:

- Be Prepared to Stop
- Low Shoulder
- Bump
- Pavement Ends

The above lists of Approach signs and Work Area signs are representative of the contract Requirements. Other sign legends may be required.

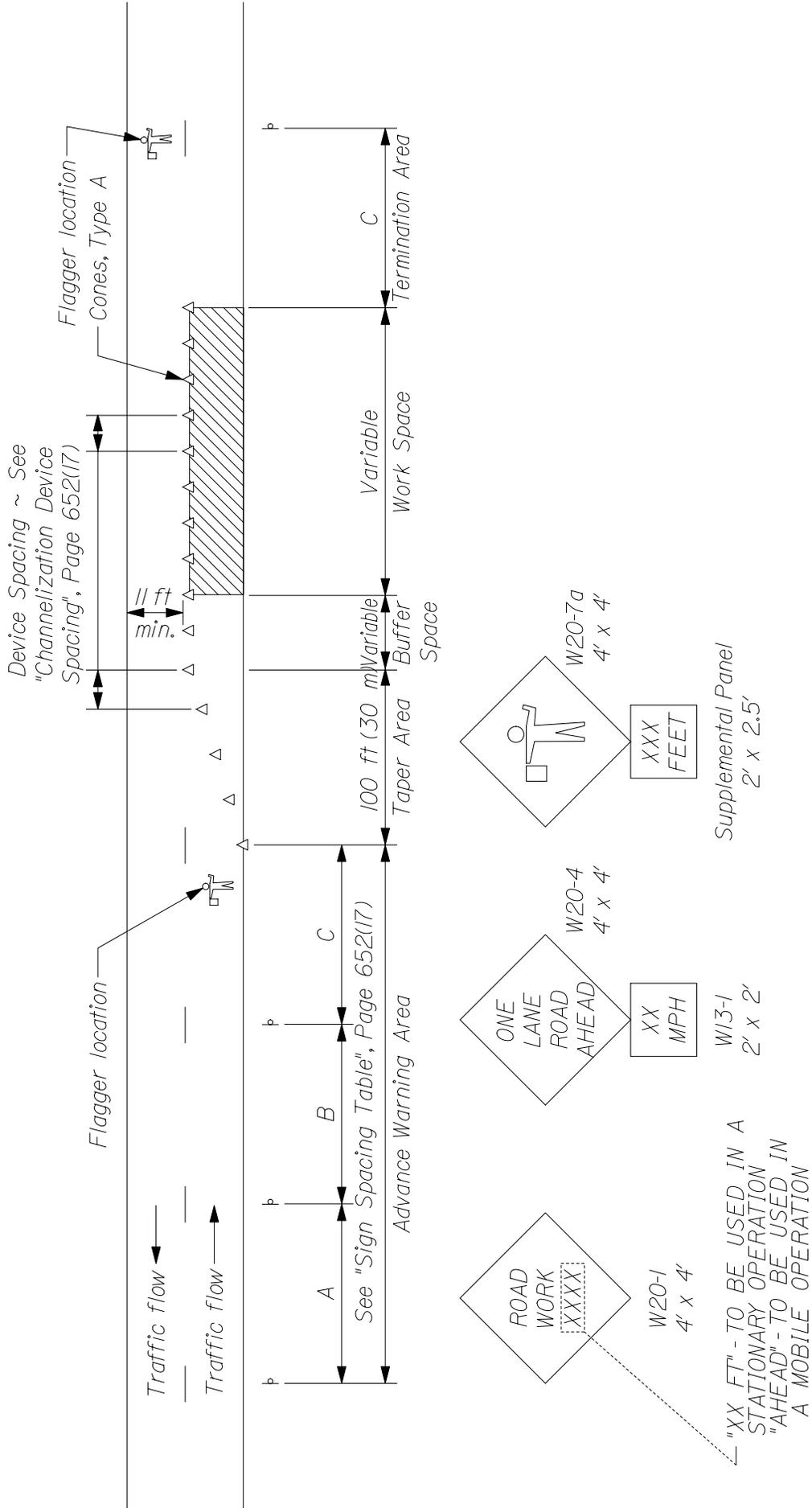
The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. To encourage quality paving in warm-weather conditions, the length can be extended to 4,000 ft depending on the traffic impacts. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

Temporary Centerline A temporary centerline shall be placed each day on all new pavement to be used by traffic. The temporary centerline, when specified of reflectorized traffic paint, shall conform to the standard marking patterns used for permanent markings.

Failure to apply a temporary centerline daily will result in a Traffic Control Violation and suspension of paving operations until temporary markers are applied to all previously placed pavement.

¹ “Road Work Ahead” to be used in mobile operations and “Road Work xx ft” to be used in stationary operations as directed by the Resident.

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TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

STANDARD DETAIL UPDATES

Standard Details and Standard Detail updates are available at:

http://www.maine.gov/mdot/contractor-consultant-information/ss_standard_details_updates.php

<u>Detail #</u>	<u>Description</u>	<u>Revision Date</u>
504(15)	Diaphragms	12/30/02
507(04)	Steel Bridge Railing	2/05/03
526(33)	Concrete Transition Barrier	8/18/03
645(06)	H-Beam Posts – Highway Signing	7/21/04
645(09)	Installation of Type II Signs	7/21/04
626(09)	Electrical Junction Box for Traffic Signals and Lighting	2/25/05
604(01)	Catch Basins	11/16/05
604(05)	Type “A” & “B” Catch Basin Tops	11/16/05
604(06)	Type “C” Catch Basin Tops	11/16/05
604(07)	Manhole Top “D”	11/16/05
604(09)	Catch Basin Type “E”	11/16/05
606(02)	Multiple Mailbox Support	11/16/05
606(07)	Reflectorized Beam Guardrail Delineator Details	11/16/05
609(06)	Vertical Bridge Curb	11/16/05
504(23)	Hand-Hold Details	12/08/05
609(03)	Curb Type 3	6/27/06
609(07)	Curb Type 1	6/27/06
535(01)	Precast Superstructure - Shear Key	10/12/06
535(02)	Precast Superstructure - Curb Key & Drip Notch	10/12/06
535(03)	Precast Superstructure - Shear Key	10/12/06

535(04)	Precast Superstructure - Shear Key	10/12/06
535(05)	Precast Superstructure - Post Tensioning	10/12/06
535(06)	Precast Superstructure - Sections	10/12/06
535(07)	Precast Superstructure - Precast Slab & Box	10/12/06
535(08)	Precast Superstructure - Sections	10/12/06
535(09)	Precast Superstructure - Sections	10/12/06
535(10)	Precast Superstructure - Sections	10/12/06
535(11)	Precast Superstructure - Sections	10/12/06
535(12)	Precast Superstructure - Sections	10/12/06
535(13)	Precast Superstructure - Sections	10/12/06
535(14)	Precast Superstructure - Stirrups	10/12/06
535(15)	Precast Superstructure - Plan	10/12/06
535(16)	Precast Superstructure - Reinforcing	10/12/06
535(17)	Precast Superstructure - Notes	10/12/06
801(01)	Drives on Sidewalk Sections	2/06/07
801(02)	Drives on Non-Sidewalk Sections	2/06/07
535(03)	Precast Superstructure - Shear Key	12/5/07
535(04)	Precast Superstructure - Shear Key	12/5/07
535(05)	Precast Superstructure - Post Tensioning	12/5/07
535(17)	Precast Superstructure - Notes	12/5/07
801(01)	Drives on Sidewalk Sections	1/04/08
801(02)	Drives on Non-Sidewalk Sections	1/04/08
203(03)	Backslope Rounding	1/29/08
535(02)	Precast Superstructure - Curb Key & Drip Notch	5/20/08

535(05)	Precast Superstructure - Post Tensioning	5/20/08
502(03)	Concrete Curb - Bituminous Wearing Surface	2/2/09
502(03)A	Concrete Curb - Concrete Wearing Surface	2/2/09
502(07)	Precast Concrete Deck Panels - Layout Plan	2/2/09
502(07)A	Precast Concrete Deck Panels - Layout Plan	2/2/09
502(08)	Precast Concrete Deck Panels - Panel Plan	2/2/09
502(09)	Precast Concrete Deck Panels - Blocking Detail	2/2/09
502(10)	Precast Concrete Deck Panels	2/2/09
502(11)	Precast Concrete Deck Panels	2/2/09
502(12)	Precast Concrete Deck Panels - Notes	2/2/09
502(12)A	Precast Concrete Deck Panels - Notes	2/2/09
526(06)	Permanent Concrete Barrier	2/2/09
526(08)	Permanent Concrete Barrier – Type IIIA	2/2/09
526(08)A	Permanent Concrete Barrier – Type IIIA	2/2/09
526(13)	Permanent Concrete Barrier – Type IIIB	2/2/09
526(14)	Permanent Concrete Barrier – Type IIIB	2/2/09
526(21)	Concrete Transition Barrier	2/2/09
526(39)	Texas Classic Rail – Between Window	2/2/09
526(40)	Texas Classic Rail – Through Window	2/2/09
526(41)	Texas Classic Rail – Through Post	2/2/09
526(42)	Texas Classic Rail – Through Nose	2/2/09
606(20)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(21)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
606(22)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09

606(23)	Guardrail - Type 3 - Single Rail - Bridge Mounted	2/2/09
609(06)	Vertical Bridge Curb	2/2/09
609(08)	Precast Concrete Transition Curb	2/2/09
502(12)	Precast Concrete Desk Panels	9/09
504(22)	Diaphragm & Crossframe Notes	9/09
626(09)	Electrical Junction Box for Traffic Signals and Lighting	8/20/10
526(08)	Permanent Concrete Barrier	12/7/10
526(08A)	Permanent Concrete Barrier	12/7/10

SUPPLEMENTAL SPECIFICATION

(Corrections, Additions, & Revisions to Standard Specifications - Revision of December 2002)

SECTION 101

CONTRACT INTERPRETATION

101.2 Definitions

Closeout Documentation Replace the sentence “A letter stating the amount.... DBE goals.” with “DBE Goal Attainment Verification Form”

Add “Environmental Information Hazardous waste assessments, dredge material test results, boring logs, geophysical studies, and other records and reports of the environmental conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

Add “Fabrication Engineer The Department’s representative responsible for Quality Assurance of pre-fabricated products that are produced off-site.”

Geotechnical Information Replace with the following: “Boring logs, soil reports, geotechnical design reports, ground penetrating radar evaluations, seismic refraction studies, and other records of subsurface conditions. For a related provision, see Section 104.3.14 - Interpretation and Interpolation.”

SECTION 102

DELIVERY OF BIDS

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

102.11.1 Non-curable Bid Defects Replace E. with “E. The unit price and bid amount is not provided or a lump sum price is not provided or is illegible as determined by the Department.”

SECTION 103

AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SECTION 104

GENERAL RIGHTS AND RESPONSIBILITIES

104.3.14 Interpretation and Interpolation In the first sentence, change “...and Geotechnical Information.” to “...Environmental Information, and Geotechnical Information.”

Delete the entire Section 104.5.9 and replace with the following:

SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey

quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SECTION 106 QUALITY

106.4.3 Testing Change the first sentence in paragraph three from "...maintain records of all inspections and tests." to "...maintain original documentation of all inspections, tests, and calculations used to generate reports."

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

106.7.1 Standard Deviation Method Add the following to F: "Note: In cases where the mean of the values is equal to either the USL or the LSL, then the PWL will be 50 regardless of the computed value of s."

Add the following to H: "Method C Hot Mix Asphalt: $PF = [55 + (Quality\ Level * 0.5)] * 0.01$ "

SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages as follows:

From	Up to and	Amount of Liquidated
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<u>More Than</u>	<u>Including</u>	<u>Damages per Calendar Day</u>
\$0	\$100,000	\$225
\$100,000	\$250,000	\$350
\$250,000	\$500,000	\$475
\$500,000	\$1,000,000	\$675
\$1,000,000	\$2,000,000	\$900
\$2,000,000	\$4,000,000	\$1,000
\$4,000,000	and more	\$2,100

SECTION 108
PAYMENT

Remove Section 108.4 and replace with the following:

“108.4 Payment for Materials Obtained and Stored Acting upon a request from the Contractor and accompanied by bills or receipted bills, the Department will pay for all or part of the value of acceptable, non-perishable Materials that are to be incorporated in the Work, including Materials that are to be incorporated into the Work, not delivered on the Work site, and stored at places acceptable to the Department. Examples of such Materials include steel piles, stone masonry, curbing, timber and lumber, metal Culverts, stone and sand, gravel, and other Materials. The Department will not make payment on living or perishable Materials until acceptably planted in their final locations.

If payment for Materials is made to the Contractor based on bills, only, then the Contractor must provide receipted bills to the Department for these Materials within 14 days of the date the Contractor receives payment for the Materials. Failure of the Contractor to provide receipted bills for these Materials within 14 days of the date the Contractor receives payment will result in the paid amount being withheld from the subsequent progress payment, or payments, until such time the receipted bills are received by the Department.

Materials paid for by the Department are the property of the Department, but the risk of loss shall remain with the Contractor. Payment for Materials does not constitute Acceptance of the Material. If Materials for which the Department has paid are later found to be unacceptable, then the Department may withhold amounts reflecting such unacceptable Materials from payments otherwise due the Contractor.

In the event of Default, the Department may use or cause to be used all paid-for Materials in any manner that is in the best interest of the Department.”

SECTION 109
CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: “There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s).”

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: “Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department”

109.4.4 Investigation / Adjustment Third sentence, delete the words “subsections (A) - (E)”

109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; “a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration.”

109.7.2 Basis of Payment Replace with the following: “Adjustments will be established by mutual Agreement based upon Unit or Lump Sum Prices. These agreed Unit or Lump Sum prices will be full compensation and no additions or mark-ups are allowed. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Delete this Section entirely.

109.7.4 Non-Compensable Items Replace with the following: “The Contractor is not entitled to compensation or reimbursement for any of the following items:

- A. Total profit or home office overhead in excess of 15%,
- B.”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased....”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Work When accomplishing Force Account Work that utilizes Subcontractors, the Contractor will be allowed a maximum markup of 5% for profit and overhead on the Subcontractor’s portion of the Force Account Work. If the Department does not accept the Subcontractor quote, then the Subcontractor work will be subject to the Force Account provisions with a 5% markup for profit & overhead..”

SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to deny or contest payment and the Surety’s acknowledgment that the claim is valid and undisputed.

SECTION 202 REMOVING STRUCTURES AND OBSTRUCTIONS

202.02 Removing Buildings Make the following change to the last sentence in the final paragraph, change “...Code of Maine Regulations 401.” to “...Department of Environmental Protection Maine Solid Waste Management Rules, 06-096 CMR Ch. 401, Landfill Siting, Design and Operation.”

SECTION 203 EXCAVATION AND EMBANKMENT

203.01 Description Under b. Rock Excavation; add the following sentence: “The use of perchlorate is not allowed in blasting operations.”

Delete the entire Section 203.041 and replace with the following:

“203.041 Salvage of Existing Hot Mix Asphalt Pavement All existing hot mix asphalt pavement designated to be removed under this contract must be salvaged for utilization. Existing hot mix asphalt pavement material shall not be deposited in any waste area or be placed below subgrade in any embankment.

Methods of utilization may be any of the following:

1. Used as a replacement for untreated aggregate surface course on entrances provided the material contains no particles greater than 50 mm [2 in] in any dimension. Payment will be made under Pay Item 411.09, Untreated Aggregate Surface Course or 411.10, Untreated Aggregate Surface Course, Truck Measure. Material shall be placed, shaped, compacted and stabilized as directed by the Resident.

2. Stockpiled at commercial or approved sites for commercial or MaineDOT use.

3. Other approved methods proposed by the Contractor, and approved by the Resident which will assure proper use of the existing hot mix asphalt pavement.

The cost of salvaging hot mix asphalt material will be included for payment under the applicable pay item, with no additional allowances made, which will be full compensation for removing, temporarily stockpiling, and rehandling, if necessary, and utilizing the material in entrances or other approved uses, or stockpiling at an approved site as described above. The material will also be measured and paid for under the applicable Pay Item if it is reused for aggregate in entrances, or other approved uses.”

SECTION 502 STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change “...alcohol based saline sealer...” to “alcohol based silane sealer...”. Add NOTE #6 to Class S Concrete.

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: “For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80.....”

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: “For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will.....”

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: “Circumstances may arise, however, where the Department may

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace “forms” with “forms and false work”

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace “The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement.” with “The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position.”

502.15 Curing Concrete First paragraph; replace the first sentence with the following; “All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 502.10 (D) - Removal of Forms and False work.”

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts “When the ambient temperature....”

Fourth paragraph; delete “approved” to now read “...continuously wet for the entire curing period...”

Fifth paragraph; second sentence; change “...as soon as it is possible to do so without damaging the concrete surface.” to “...as soon as possible.”

Seventh paragraph; first sentence; change “...until the end of the curing period.” to “...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work.”

502.19 Basis of Payment First paragraph, second sentence; add "pier nose armor" to the list of items included in the contract price for concrete.

SECTION 503 REINFORCING STEEL

503.06 Placing and Fastening Change the second paragraph, first sentence from: “All tack welding shall be done in accordance with Section 504, Structural Steel.” to “All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel.”

SECTION 504 STRUCTURAL STEEL

504.09 Facilities for Inspection Add the follow as the last paragraph: “Failure to comply with the above requirements will be consider to be a denial to allow access to work by the Contractor. The Department will reject any work done when access for inspection is denied.”

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

504.31 Shop Assembly Add the following as the last sentence: "The minimum assembly length shall include bearing centerlines of at least two substructure units."

504.64 Non Destructive Testing-Ancillary Bridge Products and Support Structures Change the third paragraph, first sentence from "One hundred percent..." to "Twenty five percent..."

SECTION 535

PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.05 Inspection Facilities Add the follow as the last paragraph: "If the above requirements are not met, the Contractor shall be considered to be in violation of Standard Specification 104.2.5 – Right to Inspect Work. All work occurring during a violation of this specification will be rejected."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SECTION 603

PIPE CULVERTS AND STORM DRAINS

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

Nominal Size US Customary (in)	Minimum Mandrel Diameter (in)	Nominal Size Metric (mm)	Minimum Mandrel Diameter (mm)
12	11.23	300	280.73
15	14.04	375	350.91
18	16.84	450	421.09
24	22.46	600	561.45
30	28.07	750	701.81
36	33.69	900	842.18
42	39.30	1050	982.54
48	44.92	1200	1122.90

SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SECTION 606
GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox...” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.” Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

SECTION 609
CURB

609.04 Bituminous Curb f., Delete the requirement “Color Natural (White)”

SECTION 610
STONE FILL, RIPRAP, STONE BLANKET,
AND STONE DITCH PROTECTION

Add the following paragraph to Section 610.02:

“Materials shall meet the requirements of the following Sections of Special Provision 703:

Stone Fill	703.25
Plain and Hand Laid Riprap	703.26
Stone Blanket	703.27
Heavy Riprap	703.28
Definitions	703.32”

Add the following paragraph to Section 610.032.a.

“Stone fill and stone blanket shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following paragraph to Section 610.032.b:

“Riprap shall be placed on the slope in a well-knit, compact and uniform layer. The surface stones shall be chinked with smaller stone from the same source.”

Add the following to Section 610.032: “Section 610.032.d. The grading of riprap, stone fill, stone blanket and stone ditch protection shall be determined by the Resident by visual inspection of the load before it is dumped into place, or, if ordered by the Resident, by dumping individual loads on a flat surface and sorting and measuring the individual rocks contained in the load. A separate, reference pile of stone with the required gradation will be placed by the Contractor at a convenient location where the Resident can see and judge by eye the suitability of the rock being placed during the duration of the project. The Resident reserves the right to reject stone at the job site or stockpile, and in place. Stone rejected at the job site or in place shall be removed from the site at no additional cost to the Department.”

SECTION 615
LOAM

615.02 Materials Make the following change:

<u>Organic Content</u>	<u>Percent by Volume</u>
Humus	“5% - 10%”, as determined by Ignition Test

SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SECTION 620 GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the second sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SECTION 621 LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SECTION 627 PAVEMENT MARKINGS

627.10 Basis of Payment Add to the following to the end of the third paragraph: “If allowed by Special Provision, the Contractor may utilize Temporary Bi-Directional Yellow and White(As required) Delineators as temporary pavement marking lines and paid for at the contract lump sum price. Such payment will include as many applications as required and removal.”

SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “....desktop copier/scanner...”

Description Change “Floor Area” to “Floor Area (Outside Dimension)”. Change Type B floor area from “15 (160)” to “20 (217)”.

639.09 Telephone Paragraph 1 is amended as follows:
“The contractor shall provide **two** telephone lines and two telephones,....”

Add- “In addition the contractor will supply one computer broadband connection, modem lease and router. The router shall have wireless access and be 802.11n or 802.11g capable and wireless. The type of connection supplied will be contingent upon the availability of services (i.e. DSL or Cable Broadband). It shall be the contractor’s option to provide dynamic or static IP addresses through the service. **The selected service will have a minimum downstream connection of 1.5 Mbps and 384 Kbps upstream.** The contractor shall be responsible for the installation charges and all reinstallation charges following suspended periods. Monthly service and maintenance charges shall be billed by the Internet Service Provider (ISP) directly to the contractor.”

SECTION 652 MAINTENANCE OF TRAFFIC

652.2.3 Flashing Arrow Board Delete the existing 5 paragraphs and replace with the following: Flashing Arrow Panels (FAP) must be of a type that has been submitted to AASHTO’s National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations’ Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels.

FAP units shall meet requirements of the current Manual on Uniform Traffic Control Devices

(MUTCD) for Type “C” panels as described in Section 6F.56 - Temporary Traffic Control Devices. An FAP shall have matrix of a minimum of 15 low-glare, sealed beam, Par 46 elements capable of either flashing or sequential displays as well as the various operating modes as described in the MUTCD, Chapter 6-F. If an FAP consisting of a bulb matrix is used, each element should be recess-mounted or equipped with an upper hood of not less than 180 degrees. The color presented by the elements shall be yellow.

FAP elements shall be capable of at least a 50 percent dimming from full brilliance. Full brilliance should be used for daytime operation and the dimmed mode shall be used for nighttime operation. FAP shall be at least 2.4 M x 1.2 M [96” x 48”] and finished in non-reflective black. The FAP shall be interpretable for a distance not less than 1.6 km [1 mile].

Operating modes shall include, flashing arrow, sequential arrow, sequential chevron, flashing double arrow, and flashing caution. In the three arrow signals, the second light from the arrow point shall not operate.

The minimum element on-time shall be 50 percent for the flashing mode, with equal intervals of 25 percent for each sequential phase. The flashing rate shall be not less than 25 nor more than 40 flashes per minute. All on-board circuitry shall be solid state.

Primary power source shall be 12 volt solar with a battery back-up to provide continuous operation when failure of the primary power source occurs, up to 30 days with fully charged batteries. Batteries must be capable of being charged from an onboard 110 volt AC power source and the unit shall be equipped with a cable for this purpose.

Controller and battery compartments shall be enclosed in lockable, weather-tight boxes. The FAP shall be mounted on a pneumatic-tired trailer or other suitable support for hauling to various locations, as directed. The minimum mounting height of an arrow panel should be 2.1 M [7 feet] from the roadway to the bottom of the panel.

The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers.

A portable changeable message sign may be used to simulate an arrow panel display.”

652.2.4 Other Devices Delete the last paragraph and add the following:

“652.2.5 Portable Changeable Message Sign Trailer mounted Portable Changeable Message Signs (PCMS) must be of a type that has been submitted to AASHTO’s National Transportation Product Evaluation Program (NTPEP) for evaluation and placed on the Maine Department of Transportations’ Approved Products List of Portable Changeable Message Signs & Flashing Arrow Panels. The PCMS unit shall meet or exceed the current specifications of the Manual on Uniform Traffic Control Devices (MUTCD), 6F.55.

The front face of the sign should be covered with a low-glare protective material. The color of the LED elements shall be amber on a black background. The PCMS should be visible from a distance of 0.8 km [0.5 mile] day and night and have a minimum 15° viewing angle. Characters must be legible from a distance of at least 200 M [650 feet].

The message panel should have adjustable display rates (minimum of 3 seconds per phase), so that the entire message can be read at least twice at the posted speed, the off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed. Each message shall consist of either one or two phases. A phase shall consist of up to eight characters per line. The unit must be capable of displaying at least three lines of text with eight characters per line. Each character shall be 457 mm [18"] high. Each character module shall use at least a five wide and seven high pixel matrix. The text of the messages shall not scroll or travel horizontally or vertically across the face of the sign.

Units shall automatically adjust their brightness under varying light conditions to maintain legibility.

The control system shall include a display screen upon which messages can be reviewed before being displayed on the message sign. The control system shall be capable of maintaining memory when power is unavailable. Message must be changeable with either a notebook computer or an on-board keypad. The controller shall have the capability to store a minimum of 200 user-defined and 200 pre-programmed messages. Controller and battery compartments shall be enclosed in lockable, weather-tight boxes.

PCMS units shall have the capability of being made programmable by means of wireless communications. PCMS units shall also be fully capable of having an on-board radar system installed if required for a particular application.

PCMS' primary power source shall be solar with a battery back-up to provide continuous operation when failure of the primary power source occurs. Batteries must be capable of being charged from a 110 volt AC power source. The unit must also be capable of being operated solely from a 110 volt AC power source and be equipped with a cable for this purpose.

The PCMS shall be mounted on a trailer in such a way that the bottom of the message sign panel shall be a minimum of 2.1 M [7 ft] above the roadway in urban areas and 1.5 M [5 ft] above the roadway in rural areas when it is in the operating mode. PCMS trailers should be of a heavy duty type with a 51 mm [2"] ball hitch and a minimum of four leveling jacks (at each corner). The sign shall be capable of being rotated 360° relative to the trailer. The face of the trailer shall be delineated on a permanent basis by affixing retro-reflective material, known as conspicuity material, in a continuous line as seen by oncoming drivers."

652.3.3 Submittal of Traffic Control Plan In item e. change "A list of all certified flaggers..." to "A list of all the Contractor's certified flaggers..."

Add the follow to the list of requirements: "k. The plan for unexpected nighttime work along with a list of emergency nighttime equipment available on-site."

In the last paragraph add the following as the second sentence: "The Department will review and provide comments to the Contractor within 14 days of receipt of the TCP." Add the following as the last sentence: "The creation and modification of the TCP will be considered incidental to the related 652 items."

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change "Signs shall be erected..." to "Portable signs shall be erected.." In the third sentence; change

“Signs must be erected so that the sign face...” to “Post-mounted signs must also be erected so that the sign face...”

652.4 Flaggers Replace the first paragraph with the following; “The Contractor shall furnish flaggers as required by the TCP or as otherwise specified by the Resident. All flaggers must have successfully completed a flagger test approved by the Department and administered by a Department-approved Flagger-Certifier who is employing that flagger. All flaggers must carry an official certification card with them while flagging that has been issued by their employer. Flaggers shall wear safety apparel meeting ANSI 107-2004 Class 2 risk exposure that clearly identifies the wearer as a person, and is visible at a minimum distance of 300 m [1000 ft], and shall wear a hardhat with 360° retro-reflectivity. For nighttime conditions, Class 3 apparel, meeting ANSI 107-2004, shall be worn along with a hardhat with 360° retro-reflectivity. Retro-reflective or flashing SLOW/STOP paddles shall be used, and the flagger station shall be illuminated to assure visibility in accordance with 652.6.2.”

Second paragraph, first sentence; change “...have sufficient distance to stop before entering the workspace.” to “...have sufficient distance to stop at the intended stopping point.” Third sentence; change “At a spot obstruction...” to “At a spot obstruction with adequate sight distance...”

Fourth paragraph, delete and replace with “Flaggers shall be provided as a minimum, a 10 minute break, every 2 hours and a 30 minute or longer lunch period away from the work station. Flaggers may only receive 1 unpaid break per day; all other breaks must be paid. Sufficient certified flaggers shall be available onsite to provide for continuous flagging operations during break periods. Breaker flaggers will not be paid for separately, but shall be considered incidental to the appropriate pay item.”

Add the following:

“652.5.1 Rumble Strip Crossing When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for 7 calendar days or less, the Contractor shall install warning signs that read “RUMBLE STRIP CROSSING” with a supplemental Motorcycle Plaque, (W8-15P).

When lane shifts or lane closures require traffic to cross a permanent longitudinal rumble strip for more than 7 calendar days, the Contractor shall pave in the rumble strips in the area that traffic will cross, unless otherwise directed by the Resident. Rumble strips shall be replaced prior to the end of the project, when it is no longer necessary to cross them.”

652.6 Nightwork Delete this section entirely and replace with the following:

“652.6.1 Daylight Work Times Unless otherwise described in the Contract, the Contractor is allowed to commence work and end work daily according to the Sunrise/Sunset Table at: <http://www.sunrisesunset.com/usa/Maine.asp>. If the Project town is not listed, the closest town on the list will be used as agreed at the Preconstruction Meeting. Any work conducted before sunrise or after sunset will be considered Night Work.

652.6.2 Night Work When Night Work occurs (either scheduled or unscheduled), the Contractor shall provide and maintain lighting on all equipment and at all work stations.

The lighting facilities shall be capable of providing light of sufficient intensity to permit good workmanship, safety and proper inspection at all times. The lighting shall be cut off and arranged on stanchions at a height that will provide perimeter lighting for each piece of equipment and will not interfere with traffic, including commercial vehicles, approaching the work site from either direction.

The Contractor shall have available portable floodlights for special areas.

The Contractor shall utilize padding, shielding or other insulation of mechanical and electrical equipment, if necessary, to minimize noise, and shall provide sufficient fuel, spare lamps, generators, etc. to maintain lighting of the work site.

The Contractor shall submit, as a subset of the Traffic Control Plan, a lighting plan at the Preconstruction Conference, showing the type and location of lights to be used for night work. The Resident may require modifications be made to the lighting set up in actual field conditions.

Prior to beginning any Night Work, the Contractor shall furnish a light meter for the Residents use that is capable of measuring the range of light levels from 5 to 20 foot-candles.

Horizontal illumination, for activities on the ground, shall be measured with the photometer parallel to the road surface. For purposes of roadway lighting, the photometer is placed on the pavement. Vertical illumination, for overhead activities, shall be measured with the photometer perpendicular to the road surface. Measurements shall be taken at the height and location of the overhead activity.

Night Work lighting requirements:

Mobile Operations: For mobile-type operations, each piece of equipment (paver, roller, milling machine, etc) will carry indirect (i.e. balloon type) lights capable of producing at least 10 foot-candles of lighting around the work area of the equipment.

Fixed Operations: For fixed-type operations (flaggers, curb, bridge, pipes, etc.), direct (i.e. tower) lighting will be utilized capable of illuminating the work area with at least 10 foot-candles of light.

Hybrid Operations: For hybrid-type operations (guardrail, sweeping, Inslope excavation, etc.), either direct or indirect lighting may be utilized. The chosen lights must be capable of producing at least 10 foot-candles of light around the work area of the equipment

Inspection Operations: Areas required to be inspected by the Department will require a minimum of 5 foot-candles of lighting. This may be accomplished through direct or indirect means.

All workers shall wear safety apparel labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.

The Contractor shall apply 2- inch wide retro-reflective tape, with alternating red and white segments, to outline the front back and sides of construction vehicles and equipment, to define

their shape and size to the extent practicable. Pickup trucks and personal vehicles are exempt from this requirement. The Contractor shall furnish approved signs reading "Construction Vehicle - Keep Back" to be used on trucks hauling to the project when such signs are deemed necessary by the Resident. The signs shall be a minimum of 30 inches by 60 inches, Black and Orange, ASTM D 4956 - Type VII, Type VIII, or Type IX (prismatic).

All vehicles used on the project, including pickup trucks and personal vehicles, shall be equipped with amber flashing lights, visible from both front and rear, or by means of single, approved type, revolving, flashing or strobe lights mounted so as to be visible 360°. The vehicle flashing system shall be in continuous operation while the vehicle is on any part of the project.

The Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Failure to follow the approved Lighting Plan will result in a Traffic Control violation.

Payment for lighting, vehicle mounted signs and other costs accrued because of night work will not be made directly but will be considered incidental to the related contract items."

652.8.2 Other Items Replace the last paragraph with the following: "There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time."

SECTION 653 POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change "...shall be not less than 150 mm [6 in] loose measure." to "...shall be not less than 250 mm [10 in] loose measure." In the third sentence; change "...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure..." to "...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure..."

653.06 Compaction In the last sentence; change "...not more than 390 kg/m² [80 lb/ft²] ground contact..." to "...not more than 4875 kg/m² [2000 lb/ft²] ground contact..."

SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: "Failure by the Contractor to follow Standard Specification or Special Provision - Section 656

and/or the Contractor's own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department's Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item."

SECTION 701 STRUCTURAL CONCRETE RELATED MATERIALS

701.10 Fly Ash - Chemical Requirements Change all references from "ASTM C311" to "ASTM C114".

SECTION 703 AGGREGATES

703.05 Aggregate for Sand Leveling Change the percent passing the 9.5 mm [3/8 in] sieve from "85 - 10" to "85 - 100"

703.06 Aggregate for Base and Subbase Delete the first paragraph: "The material shall have..." and replace with "The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [1/2 in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used."

703.07 Aggregates for HMA Pavements Delete the fourth paragraph: "The composite blend shall have..." and replace with "The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO T 327. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used."

703.09 HMA Mixture Composition The coarse and fine aggregate shall meet the requirements of Section 703.07. The several aggregate fractions for mixtures shall be sized, graded, and combined in such proportions that the resulting composite blends will meet the grading requirements of the following table.

AGGREGATE GRADATION CONTROL POINTS

SIEVE SIZE	Nominal Maximum Aggregate Size---Control Points (Percent Passing)				
	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm	TYPE 4.75 mm
	PERCENT BY WEIGHT PASSING - COMBINED AGGREGATE				
37.5 mm	100				
25 mm	90-100	100			
19 mm	-90	90-100	100		
12.5 mm		-90	90-100	100	100
9.5 mm		-	-90	90-100	95-100
4.75 mm		-	-	-90	80-100
2.36 mm	19-45	23-49	28-58	32-67	40 - 80
1.18 mm		-	-	-	-
600 µm		-	-	-	-
300 µm		-	-	-	-
75 µm	1-7	2-8	2-10	2-10	2-10

Gradation Classification---- The combined aggregate gradation shall be classified as coarse-graded when it passes below the Primary Control Sieve (PCS) control point as defined in the following table. All other gradations shall be classified as fine-graded.

GRADATION CLASSIFICATION

PCS Control Point for Mixture Nominal Maximum Aggregate Size (% passing)				
Nominal Maximum Aggregate Size	TYPE 25 mm	TYPE 19 mm	TYPE 12.5 mm	TYPE 9.5 mm
Primary Control Sieve	4.75 mm	4.75 mm	2.36 mm	2.36 mm
PCS Control Point (% passing)	40	47	39	47

If a Grading “D” mixture is allowed per Special Provision Section 403, it shall meet the following gradation and the aggregate requirements of Section 703.07.

Sieve Designation	Percentage by Weight Passing Square Mesh Sieves
½ inch	100
¾ inch	93-100
No. 4	60-80
No. 8	46-65
No. 16	25-55
No. 30	16-40
No. 50	10-30
No. 100	6-22
No. 200	3.0-8.0

703.18 Common Borrow Replace the first paragraph with the following: “Common borrow shall consist of earth, suitable for embankment construction. It shall be free from frozen material, perishable rubbish, peat, and other unsuitable material including material currently or

previously contaminated by chemical, radiological, or biological agents unless the material is from a DOT project and authorized by DEP for use.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

Replace subsections 703.25 through 703.28 with the following:

“703.25 Stone Fill Stones for stone fill shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for stone fill shall be angular and rough. Rounded, subrounded, or long thin stones will not be allowed. Stone for stone fill may be obtained from quarries or by screening oversized rock from earth borrow pits. The maximum allowable length to thickness ratio will be 3:1. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (500 lbs) shall have a maximum dimension of approximately 36 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension of 12 inches (200 lbs).

703.26 Plain and Hand Laid Riprap Stone for riprap shall consist of hard, sound durable rock that will not disintegrate by exposure to water or weather. Stone for riprap shall be angular and rough. Rounded, subrounded or long thin stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (10 lbs) shall have an average dimension of 5 inches. The maximum stone size (200 lbs) shall have an average dimension of approximately 12 inches. Larger stones may be used if approved by the Resident. Fifty percent of the stones by volume shall have an average dimension greater than 9 inches (50 lbs).

703.27 Stone Blanket Stones for stone blanket shall consist of sound durable rock that will not disintegrate by exposure to water or weather. Stone for stone blanket shall be angular and rough. Rounded or subrounded stones will not be allowed. Stones may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (300 lbs) shall have minimum dimension of 14 inches, and the maximum stone size (3000 lbs) shall have a maximum dimension of approximately 66 inches. Fifty percent of the stones by volume shall have average dimension greater than 24 inches (1000 lbs).

703.28 Heavy Riprap Stone for heavy riprap shall consist of hard, sound, durable rock that will not disintegrate by exposure to water or weather. Stone for heavy riprap shall be angular and rough. Rounded, subrounded, or thin, flat stones will not be allowed. The maximum allowable length to width ratio will be 3:1. Stone for heavy riprap may be obtained from quarries or by screening oversized rock from earth borrow pits. The minimum stone size (500 lbs) shall have minimum dimension of 15 inches, and at least fifty percent of the stones by volume shall have an average dimension greater than 24 inches (1000 lbs).”

Add the following paragraph:

“703.32 Definitions (ASTM D 2488, Table 1).

Angular: Particles have sharp edges and relatively plane sides with unpolished surfaces

Subrounded: Particles have nearly plane sides but have well-rounded corners and edges

Rounded: Particles have smoothly curved sides and no edges”

SECTION 706
NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe Change the first sentence from "...300 mm diameters to 900 mm" to "...300 mm diameters to 1200 mm" Delete, in it's entirety, the last sentence which begins "This pipe and resins..." and replace with the following; "Manufacturers of corrugated polyethylene pipe must participate in, and maintain compliance with, AASHTO's National Transportation Product Evaluation Program (www.ntpep.org) which audits producers of plastic pipe. A certificate of compliance must be provided with each shipment."

SECTION 709
REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from "...shall be 12mm [½ inch] AASHTO M203M/M203 (ASTM A416/A416M)..." to "...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)..."

SECTION 710
FENCE AND GUARDRAIL

710.03 Chain Link Fabric Add the following sentence: "Chain Link fabric for PVC coated shall conform to the requirements of AASHTO M181, Type IV-Class B."

710.04 Metal Beam Rail Replace with the following: "Galvanized steel rail elements shall conform to the requirements of AASHTO M 180, Class A, Type II.

When corrosion resistant steel is specified, rail shall conform to AASHTO M 180, Class A, Type IV. Beams of corrosion resistant steel shall not be painted or galvanized. They shall be so handled and stored that the traffic face of these beams, used in a continuous run of guardrail, shall not show a distinctive color differential.

When metal beam rail is to be installed on a curve having a radius of curvature of 150 ft. or less, the beam sections shall be fabricated on an arc to the required radius and permanently stamped or embossed with the designated radius.

The engineer may take one piece of guardrail, a backup plate, and end or buffer section from each 200 pieces in a lot, or from each lot if less than 200 pieces are included therein for determination of compliance with specification requirements. If one piece fails to conform to the requirements of this specification, two other pieces shall be tested. If either of these pieces fails to conform to the requirements of this specification, the lot of material represented by these samples shall be rejected. A lot shall be considered that quantity of material offered for inspection at one time that bears the same heat and coating identification."

710.07 Guardrail Posts Section b. change "...AASHTO M183/M183M..." to "...AASHTO M 270M/M 270 Grade 250 (36)..."

SECTION 712
MISCELLANEOUS HIGHWAY MATERIALS

712.04 Stone Curbing and Edging Delete the existing and replace with the following: “Stone for curbing and edging shall be approved granite from acceptable sources. The stone shall be hard and durable, predominantly gray in color, free from seams that would be likely to impair its structural integrity, and of a smooth splitting character. Natural grain size and color variations characteristic of the source deposit will be permitted. Such natural variations may include bands or clusters of mineral crystallization provided they do not impair the structural integrity of the curb stone. The Contractor shall submit for approval the name of the quarry that is the proposed source of the granite for curb materials along with full scale color photos of the granite. Such submission shall be made sufficiently in advance of ordering so that the Resident may have an opportunity to judge the stone, both as to quality and appearance. Samples of curbing shall be submitted for approval only when requested by the Resident. The dimensions, shape, and other details shall be as shown on the plans.”

712.06 Precast Concrete Units In the first paragraph, change “...ASTM C478M...” to “...AASHTO M199...” Delete the second paragraph and replace with the following; “Approved structural fibers may be used as a replacement of 6 x 6 #10 gauge welded wire fabric when used at an approved dosage rate for the construction of manhole and catch basin units. The material used shall be one of the products listed on the Maine Department of Transportation’s Approved Product List of Structural Fiber Reinforcement.” Delete the fifth paragraph and replace with the following; “The concrete mix design shall be approved by the Department. Concrete shall contain 6% air content, plus or minus 1½% tolerance when tested according to AASHTO T152. All concrete shall develop a minimum compressive strength of 28 MPa [4000 psi] in 28 days when tested according to AASHTO T22. The absorption of a specimen, when tested according to AASHTO T280, Test Method “A”, shall not exceed nine percent of the dry mass.”

Add the following:

712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron or ductile iron castings shall conform to the requirements of AASHTO M306 unless otherwise designated.”

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

(a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the

batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture.

Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [$\frac{1}{2}$ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [$\frac{3}{4}$ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.03 C. Method #3 - Roadside Mixture #3 Change the seed proportions to the following:

Crown Vetch	25%
Perennial Lupine	25%
Red Clover	12.5%
Annual Rye	37.5%

717.05 Mulch Binder Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”

SECTION 720
STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES, AND
TRAFFIC SIGNALS

720.08 U-Channel Posts Change the first sentence from "..., U-Channel posts..." to "..., Rib Back U-Channel posts..."

SECTION 722
GEOTEXTILES

722.01 Stabilization/Reinforcement Geotextile Add the following to note #3; "The strengths specified in the columns labeled "<50%" and "≥ 50%" refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the "<50%" column. Submittals must include the percent elongation at which the material was tested."

722.02 Drainage Geotextile Add the following to note #3; "The strengths specified in the columns labeled "<50%" and "≥ 50%" refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the "<50%" column. Submittals must include the percent elongation at which the material was tested."

722.01 Erosion Control Geotextile Add the following note to Elongation in the Mechanical Property Table; "The strengths specified in the columns labeled "<50%" and "≥ 50%" refer to the elongation at which the geotextile material was tested. For example; if a fabric is tested at 15% elongation then it must meet or exceed the minimum strength shown in the "<50%" column. Submittals must include the percent elongation at which the material was tested."

EXHIBIT A

ASBESTOS DEMOLITION IMPACT SURVEY

**MASON'S BUILDING
MAIN STREET
FORT KENT, MAINE**



Prepared for:

THE MAINE DEPARTMENT OF TRANSPORTATION
16 State House Station
Augusta, Maine 04333-0016

Prepared by:



Summit Environmental Consultants, Inc.
640 Main Street
Lewiston, Maine 04240

TABLE OF CONTENTS

EXECUTIVE SUMMARY ii

1.0 INTRODUCTION 1

2.0 ASBESTOS SURVEY 1

2.1 Asbestos Sampling Results..... 2

3.0 HAZARDOUS MATERIALS ASSESSMENT 3

4.0 CONCLUSIONS and RECOMMENDATIONS..... 4

5.0 REPORT CERTIFICATION.....5

TABLES

Table 1 – Summary of Identified Asbestos Containing Materials

APPENDICES

- Appendix A – Asbestos Laboratory Analytical Results
- Appendix B – Asbestos Inspector Certifications
- Appendix C – Asbestos Analytical Laboratory Certifications
- Appendix D – Photographic Log

EXECUTIVE SUMMARY

Summit Environmental Consultants, Inc., (Summit), conducted an Asbestos Demolition Impact Survey and Hazardous Materials Assessment of the residential structure referred to as the Mason's Building located on Main Street in Fort Kent, Maine. The structure consists of a three-story, wood framed, multi-family residential building with a full basement and unfinished attic. The building was occupied at the time of the survey. The investigation focused on identifying materials that would require special handling and disposal or would be regulated prior to/during demolition of the facility. Inspection of the building was conducted on April 5, 2011.

The investigation revealed the following relevant information:

- One hundred nineteen (119) bulk samples of suspect Asbestos-Containing Materials (ACM) were collected for asbestos analysis from interior and exterior building materials. Seven types of building materials located on the interior and exterior of the building were identified as ACM. The ACM identified includes:
 1. Pipe insulation and associated pipe fittings – Approximately 160 linear feet (LF) located in the basement on heating pipes;
 2. Paper insulation – Approximately one (1) square foot (SF) used as a heat shield on a wood beam near the boilers in the basement;
 3. Cement shingles – Approximately two (2) cubic feet (CF) located on a shelf in the basement (same as exterior shingles);
 4. Brown flooring present under carpet in Unit 103 – Approximately 700 SF assumed to be present under carpet throughout the Unit;
 5. White flooring present under non-ACM floor tile in Unit 201 – Approximately 160 SF located in the Kitchen;
 6. 12-inch by 12-inch gold floor tile with non-ACM adhesive in Unit 203 – Approximately 175 SF located in the Kitchen;
 7. Nine-inch by nine-inch beige floor tile and associate ACM adhesive in the Third Floor Mason's Meeting Hall – Approximately 36 SF located in the Rest Room; and
 8. Exterior cement shingle siding on the First and Second Floor levels - Approximately 1,200 SF present on the north elevation and approximately 2,800 SF present under vinyl siding on the east, west and south elevations.
- A number of fluorescent lights and light ballasts were identified in interior areas of the building. Fluorescent light ballasts contain capacitors that may be filled with PCB-containing dielectric fluid; however, it is unknown whether PCB ballasts

are present at the Property. The recommended best management practice is to individually remove and inspect each ballast to determine if it is labeled as non-PCB containing.

- Additional materials requiring special handling prior to demolition were also identified, including fluorescent light tubes and mercury-containing thermostats.

Based on Summit's survey/assessment of the property, ACM and hazardous materials are present in the Mason's Building. Summit recommends complete removal of all ACM and hazardous materials prior to building demolition, as required by applicable rules and regulations.

1.0 INTRODUCTION

Summit Environmental Consultants, Inc., (Summit), conducted an Asbestos Demolition Impact Survey and Hazardous Materials Assessment of a multi-family residential structure located on Main Street in Fort Kent, Maine. The structure consists of a three-story, wood framed, multi-family residential building with six apartment units, a full basement and unfinished attic. The building was occupied at the time of the survey. The investigation focused on identifying Asbestos-Containing Materials (ACM) and Hazardous Materials that would require special handling and disposal or would be regulated prior to/during demolition of the facility.

2.0 ASBESTOS SURVEY

This Asbestos Demolition Impact Survey was conducted in accordance with the Maine Department of Environmental Protection (MEDEP) Chapter 425 Asbestos Management Regulations promulgated May 29, 2004 and was completed to provide The Maine Department of Transportation (MDOT) with information regarding the presence of interior and exterior ACM associated with the building. Mr. Dennis Kingman (Summit), an asbestos inspector licensed in the State of Maine, performed the field survey on April 5, 2011. A copy of Mr. Kingman's Asbestos Inspector certifications is included in Appendix B.

Completion of the Asbestos Demolition Impact Survey included:

- Visual identification of suspect ACM on the interior and exterior of the building;
- Collection of one hundred nineteen (119) bulk samples of the identified suspect ACM from the interior and exterior of the building in accordance with MEDEP regulations; and
- Quantification of ACM identified by laboratory analysis.

As with any scientific study, an asbestos identification survey is subject to a variety of limitations. Limitations to be considered in interpreting the results of the survey performed on this building include the following:

- An asbestos identification survey may not be able to identify all ACM present throughout a facility.
- Heat piping may be present within wall chases and wall cavities located throughout the building. If present, it should be assumed that piping within these spaces is insulated with ACM.

Following the completion of the survey work, the bulk samples of suspect ACM were submitted to EMSL – NJ of Cinnaminson, New Jersey for analysis. The method used to analyze the bulk samples collected during this survey was the recommended United States Environmental Protection Agency (USEPA) procedure of Polarized Light Microscopy (PLM) with dispersion staining (EPA 600/R-93/116 Method). Samples were

analyzed at the EMSL laboratory, which is certified to perform asbestos analysis by both the National Voluntary Laboratory Accreditation Program (NVLAP) and the American Industrial Hygiene (AIHA). EMSL is a MEDEP licensed Asbestos Analytical Laboratory. Copies of EMSL's certifications are included in Appendix C. Copies of the laboratory analytical results and chain-of-custody records for the asbestos samples are provided in Appendix A.

During the inspection, one hundred nineteen (119) bulk samples were collected from the following suspect ACM:

1. Pipe insulation and associated mud insulated pipe fittings;
2. Paper insulation (heat shield);
3. Six types of sheet flooring and associated adhesives;
4. Fourteen types of floor tile and associated adhesive;
5. Three types of sub-flooring material;
6. Two types of sheetrock wallboard;
7. Wall and ceiling plaster;
8. Two types of asphalt roofing shingles and associated felt paper underlayment;
and
9. Cement shingle siding and associated felt paper underlayment.

The number of samples collected was determined by the number of homogeneous sampling areas identified by the inspector. A homogeneous area is an area that, based on the inspector's judgment, contains materials that are uniform in color and texture and are present on similar building or utility components.

2.1 Asbestos Sampling Results

All locations and occurrences of materials that tested positive and are homogenous (similar in color and texture) in nature are considered as ACM. A material is defined by the MEDEP as an asbestos-containing material if it contains greater than or equal to one percent (1%) asbestos based on laboratory analysis. A material can only be considered negative for asbestos if analytical results from all bulk samples in a group of samples representing that material indicate an asbestos content of less than 1%.

ACM identified by laboratory analysis consisted of:

- Pipe insulation and associated pipe fittings – located in the basement on heating pipes;
- Paper insulation –used as a heat shield on a wood beam near the boilers in the basement;
- Cement shingles – stored on a shelf in the basement;

- Brown flooring present under carpet in Unit 103 – (assumed to be present under carpet throughout the Unit);
- White sub-flooring present under non-ACM floor tile in Unit 201 – Kitchen;
- Twelve-inch by twelve-inch gold floor tile with non-ACM adhesive in Unit 203 – Kitchen;
- Nine-inch by nine-inch beige floor tile and associate ACM adhesive in the Third Floor Mason's Meeting Hall –Rest Room; and
- Cement shingle siding present on the First and Second Floor levels – Exterior (shingles present on the north elevation are exposed and shingles are present under vinyl siding on the east, west and south elevations.

An inventory of identified ACM is included in Table 1. Photographs of identified ACM are included in Appendix D.

Cost estimates (as presented in Table 2) have been prepared to provide a budget for removal of ACM identified during the survey. These estimates do not include material replacement costs or regulatory agency notification fees. Estimates assume the Contractor will be responsible to prepare the asbestos abatement design(s). Regulatory agency notification fees associated with this project will range from \$100.00 to \$300.00 depending phasing and project schedule. Actual abatement costs may vary depending upon the abatement methods utilized.

3.0 HAZARDOUS MATERIALS ASSESSMENT

Summit conducted a hazardous assessment on April 5, 2011. The assessment was to identify materials or equipment used or stored at the building that would require removal and proper disposal prior to demolition activities. To assess current conditions, Summit conducted a walkthrough of accessible interior areas, as well as the building exterior.

Observations of the interior and exterior of the building included the following:

- Seven (7) mercury-containing thermostats (one per occupied space);
- Twelve (12) fluorescent light fixtures were observed throughout the interior of the building. The fixtures include fluorescent light ballasts containing capacitors that may be filled with PCB-containing dielectric fluid; however, it is unknown whether PCB ballasts are present at the Property.
- Thirty-three (33) fluorescent light tubes potentially containing mercury. These light tubes were associated with the light fixtures were present within the building.

It should be noted that the building was occupied at the time of the assessment and numerous appliances (refrigerators, televisions, and computer monitors) were present within the individual units. In addition, quantities of paints and other hazardous

materials and petroleum products were observed within the basement. These items were assumed to be property of the current occupants and were not included in the assessment.

4.0 CONCLUSIONS AND RECOMMENDATIONS

Based on the observations made during the asbestos demolition impact survey and the analytical results of bulk sampling, eight types of building materials located on the interior and exterior of the building were identified as ACM. The ACM identified includes:

1. Pipe insulation and associated pipe fittings – Approximately 160 linear feet (LF) located in the basement on heating pipes;
2. Paper insulation – Approximately one (1) square foot (SF) used as a heat shield on a wood beam near the boilers in the basement;
3. Cement shingles – Approximately two (2) cubic feet (CF) located on a shelf in the basement;
4. Brown flooring present under carpet in Unit 103 – Approximately 700 SF assumed to be present under carpet throughout the Unit;
5. White flooring present under non-ACM floor tile in Unit 201 – Approximately 160 SF located in the Kitchen;
6. 12-inch by 12-inch gold floor tile with non-ACM adhesive in Unit 203 – Approximately 175 SF located in the Kitchen;
7. Nine-inch by nine-inch beige floor tile and associate ACM adhesive in the Third Floor Mason's Meeting Hall – Approximately 36 SF located in the Rest Room; and
8. Exterior cement shingle siding present on the First and Second Floor levels - Approximately 1,200 SF present on the north elevation and approximately 2,800 SF present under vinyl siding on the east, west and south elevations.

Regulations require that identified ACM present at the Mason's Building be removed by a MEDEP licensed asbestos abatement contractor in accordance with applicable state and federal regulations prior to demolition. In accordance with 40 CFR 61, *National Emissions Standards for Hazardous Air Pollutants* (NESHAP), and 06-096 State of Maine, Department of Environmental Protection, Chapter 425, Asbestos Management Regulations (effective date: May 29, 2004), a contractor conducting any demolition that would disturb regulated ACM must: (1) notify the U.S. EPA Administrator and the MEDEP of such activities, (2) use proper removal procedures, (3) use proper engineering controls to limit emissions of asbestos fibers, and (4) utilize proper waste disposal. If any hidden suspect ACM (behind walls, in chases, above permanent ceilings, etc.) is uncovered during demolition activities, work must be stopped and the material tested for asbestos content. All ACM must be disposed of in accordance with all applicable state and federal requirements.

Additionally, notification requirements, as required by OSHA 29 CFR Parts 1910.001 and 1926.1101, must be adhered to as part of routine communication with employees and outside contractors. Potential contractors bidding on the demolition work must first be informed of the results of this survey. Notification regarding the presence of the ACM must also be provided to employees who occupy an area containing ACM.

Based on the hazardous materials assessment, a number of fluorescent lights and light ballasts were identified in interior areas of the building. Fluorescent light ballasts contain capacitors that may be filled with PCB-containing dielectric fluid; however, it is unknown whether PCB ballasts are present at the Property. The recommended best management practice is to individually remove and properly dispose of all lighting ballast.

Additional materials requiring special handling prior to demolition were also identified, including fluorescent light tubes and mercury-containing thermostats.

5.0 REPORT CERTIFICATION

This report was prepared and reviewed by Summit Environmental Consultants, Inc. for the sole use of the Maine Department of Transportation and its constituents and should not be reproduced without their full, written authorization

Inspector:



Dennis B. Kingman, Jr. CHMM

Maine DEP License No AI-0034

Tables

Table 1

**SUMMARY
OF IDENTIFIED
ASBESTOS CONTAINING MATERIALS**

Table 1
Summary of Identified Asbestos Containing Materials
Mason's Building
Main Street
Fort Kent, Maine

Location	Sample #	ACM Pipe Insulation and Associated Pipe Fittings (LF)	ACM Paper Insulation (SF)	ACM Cement Shingles (CF)	ACM Flooring Present Under Carpet (SF)	ACM Sub-Flooring Present Under Non-ACM Floor Tile (SF)	ACM Floor Tile with Associated Non-ACM Adhesive (SF)	ACM Floor Tile with Associate ACM Adhesive (SF)	ACM Exterior Cement Shingle Siding (SF)	ACM Exterior Cement Shingle Siding Under Vinyl Siding (SF)	Comment
Basement	FK-001A/FK-002A	160									Throughout basement
	FK-003A		1								On beam near boilers
	FK-013A			2							On shelf in basement
Unit 103	FK-029A				700						Present in hall, assume under carpet throughout Unit
Unit 201	FK-023A					160					Kitchen
Unit 203	FK-027A						175				Kitchen
Third Floor	FK-034A/FK-035A/FK-036A/FK-034A Mastic							36			Rest Room
Exterior	FK-013A								1,200	2800	North Elevation East, West and South Elevation
TOTAL		160	1	2	700	160	175	36	1,200	2,800	

Note:
SF = Square Feet
LF = Linear Feet
EA = Each
CF = Cubic Foot

Appendices

Appendix A

POLARIZED LIGHT MICROSCOPY (PLM) ANALYTICAL DATA



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Customer ID: SUMM78
Customer PO:
Received: 04/07/11 9:10 AM
EMSL Order: 041108060

Fax: (207) 262-9080 Phone: (207) 262-9040
Project: **MASONS BUILDING-MAIN ST 11-3073 FORT KENT**

EMSL Proj:
Analysis Date: 4/9/2011

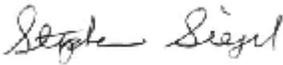
Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-001A 041108060-0001	BASEMENT - PIPE INSULATION	Gray Fibrous Heterogeneous	40% Cellulose	20% Non-fibrous (other)	40% Chrysotile
FK-001B 041108060-0002	BASEMENT - PIPE INSULATION				Stop Positive (Not Analyzed)
FK-001C 041108060-0003	BASEMENT - PIPE INSULATION				Stop Positive (Not Analyzed)
FK-002A 041108060-0004	BASEMENT - PIPE FITTING INSULATION	Gray Fibrous Heterogeneous		40% Non-fibrous (other)	60% Chrysotile
FK-002B 041108060-0005	BASEMENT - PIPE FITTING INSULATION				Stop Positive (Not Analyzed)
FK-002C 041108060-0006	BASEMENT - PIPE FITTING INSULATION				Stop Positive (Not Analyzed)
FK-003A 041108060-0007	BASEMENT - MISCELLANEOUS PAPER	Gray Fibrous Heterogeneous		40% Non-fibrous (other)	60% Chrysotile

Initial report from 04/09/2011 13:16:34

Analyst(s)

Leslie McCluskey (80)
Ted Young (35)



Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to the cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval or endorsement by NVLAP, NIST or any agency of the federal government. The test results contained within this report meet the requirements of NELAC unless otherwise specified. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



EMSL Analytical, Inc.

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EMSL Order: 041108060

Fax: (207) 262-9080 Phone: (207) 262-9040
Project: **MASONS BUILDING-MAIN ST 11-3073 FORT KENT**

EMSL Proj:
Analysis Date: 4/9/2011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos	
			% Fibrous	% Non-Fibrous	% Type	
FK-004A <i>041108060-0008</i>	101 - BROWN RECTANGLE PATTERN SHEET FLOOR	Beige	20%	Cellulose	70% Non-fibrous (other)	None Detected
		Fibrous Heterogeneous	10%	Glass		
FK-004B <i>041108060-0009</i>	101 - BROWN RECTANGLE PATTERN SHEET FLOOR	Beige	20%	Cellulose	70% Non-fibrous (other)	None Detected
		Fibrous Heterogeneous	10%	Glass		
FK-004C <i>041108060-0010</i>	101 - BROWN RECTANGLE PATTERN SHEET FLOOR	Gray	15%	Cellulose	80% Non-fibrous (other)	None Detected
		Fibrous Homogeneous	5%	Glass		
FK-005A <i>041108060-0011</i>	101 - WOOD PATTERN TILE UNDER CARPET	Brown/Gray	30%	Cellulose	60% Non-fibrous (other)	None Detected
		Fibrous Heterogeneous	10%	Synthetic		
FK-005B <i>041108060-0012</i>	101 - WOOD PATTERN TILE UNDER CARPET	Brown/Gray	30%	Cellulose	60% Non-fibrous (other)	None Detected
		Fibrous Heterogeneous	10%	Synthetic		
FK-005C <i>041108060-0013</i>	101 - WOOD PATTERN TILE UNDER CARPET	Various	25%	Cellulose	70% Non-fibrous (other)	None Detected
		Fibrous Homogeneous	5%	Synthetic		

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Analyst(s)

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Ted Young (35)

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EMSL Order: 041108060

Fax: (207) 262-9080 Phone: (207) 262-9040
Project: **MASONS BUILDING-MAIN ST 11-3073 FORT KENT**

EMSL Proj:
Analysis Date: 4/9/2011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-006A <i>041108060-0014</i>	BATH 101 - BLUE/WHITE FLOOR TILE	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-006B <i>041108060-0015</i>	BATH 101 - BLUE/WHITE FLOOR TILE	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-006C <i>041108060-0016</i>	BATH 101 - BLUE/WHITE FLOOR TILE	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-007A <i>041108060-0017</i>	BATH 101 - 2X4 CEILING TILE	Gray/White Fibrous Heterogeneous	50% Cellulose 20% Min. Wool	30% Non-fibrous (other)	None Detected
FK-007B <i>041108060-0018</i>	BATH 101 - 2X4 CEILING TILE	Gray/White Fibrous Heterogeneous	50% Cellulose 20% Min. Wool	30% Non-fibrous (other)	None Detected
FK-007C <i>041108060-0019</i>	BATH 101 - 2X4 CEILING TILE	Gray Fibrous Homogeneous	35% Cellulose 35% Min. Wool	30% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos			Asbestos
			%	Fibrous	% Non-Fibrous	% Type
FK-008A <i>041108060-0020</i>	101 BASEMENT LAUNDRY - BLUE SHEET FLOOR UNDER CARPET	Black/Blue Non-Fibrous Heterogeneous	30%	Cellulose 5% Synthetic	65% Non-fibrous (other)	None Detected
FK-008B <i>041108060-0021</i>	101 BASEMENT LAUNDRY - BLUE SHEET FLOOR UNDER CARPET	Black/Blue Fibrous Heterogeneous	30%	Cellulose 5% Synthetic	65% Non-fibrous (other)	None Detected
FK-008C <i>041108060-0022</i>	101 BASEMENT LAUNDRY - BLUE SHEET FLOOR UNDER CARPET	Black Fibrous Homogeneous	25%	Cellulose 5% Synthetic	70% Non-fibrous (other)	None Detected
FK-009A <i>041108060-0023</i>	102 CLOSET - BROWN/WHITE PATTERN FLOOR TILE	Gray/White Non-Fibrous Heterogeneous			100% Non-fibrous (other)	None Detected
FK-009B <i>041108060-0024</i>	102 CLOSET - BROWN/WHITE PATTERN FLOOR TILE	Gray/White Non-Fibrous Heterogeneous			100% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-009C <i>041108060-0025</i>	102 CLOSET - BROWN/WHITE PATTERN FLOOR TILE	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-010A <i>041108060-0026</i>	BATH 102 - BLUE SAND PATTERN SHEET FLOOR	Gray/Blue Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-010B <i>041108060-0027</i>	BATH 102 - BLUE SAND PATTERN SHEET FLOOR	Gray/Blue Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-010C <i>041108060-0028</i>	BATH 102 - BLUE SAND PATTERN SHEET FLOOR	Gray Fibrous Homogeneous	25% Cellulose 5% Glass	70% Non-fibrous (other)	None Detected
FK-011A <i>041108060-0029</i>	BATH 102 - 2X2 CEILING TILE	Gray/White Fibrous Heterogeneous	60% Cellulose 10% Min. Wool	30% Non-fibrous (other)	None Detected
FK-011B <i>041108060-0030</i>	BATH 102 - 2X2 CEILING TILE	Gray/White Fibrous Heterogeneous	60% Cellulose 10% Min. Wool	30% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-011C <i>041108060-0031</i>	BATH 102 - 2X2 CEILING TILE	Gray Fibrous Homogeneous	35% Cellulose 35% Glass	30% Non-fibrous (other)	None Detected
FK-012A <i>041108060-0032</i>	102 - SHEETROCK WALL	Brown/Gray Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
FK-012B <i>041108060-0033</i>	102 - SHEETROCK WALL	Brown/Gray Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
FK-012C <i>041108060-0034</i>	102 - SHEETROCK WALL	White Fibrous Homogeneous	15% Cellulose	85% Non-fibrous (other)	None Detected
FK-013A <i>041108060-0035</i>	NORTH - EXTERIOR BLUE SIDING	Gray/Blue Fibrous Heterogeneous		80% Non-fibrous (other)	20% Chrysotile
FK-013B <i>041108060-0036</i>	NORTH - EXTERIOR BLUE SIDING				Stop Positive (Not Analyzed)

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-013C 041108060-0037	NORTH - EXTERIOR BLUE SIDING				Stop Positive (Not Analyzed)
FK-014A 041108060-0038	NORTH - FELT PAPER UNDER 013	Black Fibrous Heterogeneous	65% Cellulose 10% Synthetic	25% Non-fibrous (other)	None Detected
FK-014B 041108060-0039	NORTH - FELT PAPER UNDER 013	Black Fibrous Heterogeneous	65% Cellulose 10% Synthetic	25% Non-fibrous (other)	None Detected
FK-014C 041108060-0040	NORTH - FELT PAPER UNDER 013	Black Fibrous Homogeneous	70% Cellulose	30% Non-fibrous (other)	None Detected
FK-015A 041108060-0041	202 ENTRY - BROWN FLOOR TILE UNDER CARPET	Brown/Black Fibrous Heterogeneous	35% Cellulose	65% Non-fibrous (other)	None Detected
FK-015B 041108060-0042	202 ENTRY - BROWN FLOOR TILE UNDER CARPET	Brown/Black Fibrous Heterogeneous	35% Cellulose	65% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos			Asbestos
			%	Fibrous	% Non-Fibrous	% Type
FK-015C 041108060-0043	202 ENTRY - BROWN FLOOR TILE UNDER CARPET	Black Fibrous Homogeneous	30%	Cellulose	70% Non-fibrous (other)	None Detected
FK-016A 041108060-0044	SOUTH ROOM 202 - BROWN STREAK FLOOR TILE	Brown/Black Fibrous Heterogeneous	35% 5%	Cellulose Synthetic	60% Non-fibrous (other)	None Detected
FK-016B 041108060-0045	SOUTH ROOM 202 - BROWN STREAK FLOOR TILE	Brown/Black Fibrous Heterogeneous	35% 5%	Cellulose Synthetic	60% Non-fibrous (other)	None Detected
FK-016C 041108060-0046	SOUTH ROOM 202 - BROWN STREAK FLOOR TILE	Black Fibrous Heterogeneous	25%	Cellulose	75% Non-fibrous (other)	None Detected
FK-017A 041108060-0047	SOUTH ROOM 202 - SHEETROCK	Gray Fibrous Heterogeneous	5%	Cellulose	95% Non-fibrous (other)	None Detected
FK-017B 041108060-0048	SOUTH ROOM 202 - SHEETROCK	Gray Fibrous Heterogeneous	5%	Cellulose	95% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-017C <i>041108060-0049</i>	SOUTH ROOM 202 - SHEETROCK	White Fibrous Homogeneous	8% Cellulose	92% Non-fibrous (other)	None Detected
FK-018A-Linoleum <i>041108060-0050</i>	KITCHEN 202 - BLUE STONE SHEET FLOOR	Gray/Blue Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-018A-Mastic <i>041108060-0050A</i>	KITCHEN 202 - BLUE STONE SHEET FLOOR	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-018B-Linoleum <i>041108060-0051</i>	KITCHEN 202 - BLUE STONE SHEET FLOOR	Gray/Blue Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-018B-Mastic <i>041108060-0051A</i>	KITCHEN 202 - BLUE STONE SHEET FLOOR	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-018C-Linoleum <i>041108060-0052</i>	KITCHEN 202 - BLUE STONE SHEET FLOOR	Gray Fibrous Homogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected

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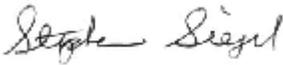
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			% Fibrous	% Non-Fibrous	% Type
FK-018C-Mastic 041108060-0052A	KITCHEN 202 - BLUE STONE SHEET FLOOR	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-019A 041108060-0053	BATH 202 - WHITE SHEET FLOOR	White Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-019B 041108060-0054	BATH 202 - WHITE SHEET FLOOR	White Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-019C 041108060-0055	BATH 202 - WHITE SHEET FLOOR	Gray Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-020A 041108060-0056	BATH 201 - 12X12 WHITE FLOOR TILE	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-020B 041108060-0057	BATH 201 - 12X12 WHITE FLOOR TILE	Gray/White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

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			% Fibrous	% Non-Fibrous	% Type
FK-020C <i>041108060-0058</i>	BATH 201 - 12X12 WHITE FLOOR TILE	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-021A-Linoleum <i>041108060-0059</i>	KITCHEN 201 - BROWN SQUARE SHEET FLOOR	Beige Non-Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-021A-Mastic <i>041108060-0059A</i>	KITCHEN 201 - BROWN SQUARE SHEET FLOOR	Yellow Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-021B <i>041108060-0060</i>	KITCHEN 201 - BROWN SQUARE SHEET FLOOR	Beige Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-021C <i>041108060-0061</i>	KITCHEN 201 - BROWN SQUARE SHEET FLOOR	Gray Fibrous Homogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
FK-022A <i>041108060-0062</i>	BEDROOM - 9X9 GRAY STREAK FLOOR TILE	Gray Fibrous Heterogeneous	35% Cellulose 5% Synthetic	60% Non-fibrous (other)	None Detected

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Customer ID: SUMM78
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Received: 04/07/11 9:10 AM
EMSL Order: 041108060

Fax: (207) 262-9080 Phone: (207) 262-9040
Project: **MASONS BUILDING-MAIN ST 11-3073 FORT KENT**

EMSL Proj:
Analysis Date: 4/9/2011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-022B <i>041108060-0063</i>	BEDROOM - 9X9 GRAY STREAK FLOOR TILE	Gray Fibrous Heterogeneous	35% Cellulose 5% Synthetic	60% Non-fibrous (other)	None Detected
FK-022C <i>041108060-0064</i>	BEDROOM - 9X9 GRAY STREAK FLOOR TILE	Various Fibrous Heterogeneous	20% Cellulose 5% Synthetic	75% Non-fibrous (other)	None Detected
FK-023A-Floor Tile <i>041108060-0065</i>	KITCHEN 201 - WHITE FLOORING UNDER 021	White Non-Fibrous Homogeneous		95% Non-fibrous (other)	5% Chrysotile
FK-023A-Mastic <i>041108060-0065A</i>	KITCHEN 201 - WHITE FLOORING UNDER 021	Black Non-Fibrous Heterogeneous	2% Cellulose	98% Non-fibrous (other)	None Detected
FK-023B-Floor Tile <i>041108060-0066</i>	KITCHEN 201 - WHITE FLOORING UNDER 021				Stop Positive (Not Analyzed)
FK-023B-Mastic <i>041108060-0066A</i>	KITCHEN 201 - WHITE FLOORING UNDER 021	Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected

Initial report from 04/09/2011 13:16:34

Analyst(s)

Leslie McCluskey (80)
Ted Young (35)



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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-023C-Floor Tile 041108060-0067	KITCHEN 201 - WHITE FLOORING UNDER 021				Stop Positive (Not Analyzed)
FK-023C-Mastic 041108060-0067A	KITCHEN 201 - WHITE FLOORING UNDER 021	Brown Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-024A 041108060-0068	KITCHEN 201 - GREEN FLOORING UNDER 023	Gray/Green Fibrous Heterogeneous	35% Cellulose 5% Synthetic	60% Non-fibrous (other)	None Detected
FK-024B 041108060-0069	KITCHEN 201 - GREEN FLOORING UNDER 023	Gray/Green Fibrous Heterogeneous	35% Cellulose 5% Synthetic	60% Non-fibrous (other)	None Detected
FK-024C 041108060-0070	KITCHEN 201 - GREEN FLOORING UNDER 023	Various Fibrous Homogeneous	25% Cellulose 5% Synthetic	70% Non-fibrous (other)	None Detected

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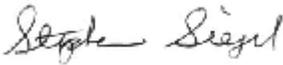
Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-025A-Flooring <i>041108060-0071</i>	LIVINGROOM 203 - BROWN TILE UNDER CARPET	Brown/Black Fibrous Heterogeneous	35%	Cellulose	65% Non-fibrous (other) None Detected
FK-025A-Mastic <i>041108060-0071A</i>	LIVINGROOM 203 - BROWN TILE UNDER CARPET	Yellow Non-Fibrous Heterogeneous			100% Non-fibrous (other) None Detected
This is the mastic above the flooring, the mastic below the flooring is inseparable.					
FK-025B-Flooring <i>041108060-0072</i>	LIVINGROOM 203 - BROWN TILE UNDER CARPET	Brown/Black Fibrous Heterogeneous	35%	Cellulose	65% Non-fibrous (other) None Detected
FK-025B-Mastic <i>041108060-0072A</i>	LIVINGROOM 203 - BROWN TILE UNDER CARPET	Yellow Non-Fibrous Heterogeneous			100% Non-fibrous (other) None Detected
FK-025C-Flooring <i>041108060-0073</i>	LIVINGROOM 203 - BROWN TILE UNDER CARPET	Black Fibrous Homogeneous	25%	Cellulose	75% Non-fibrous (other) None Detected

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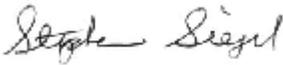
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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-025C-Mastic 041108060-0073A	LIVINGROOM 203 - BROWN TILE UNDER CARPET	Tan Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-026A 041108060-0074	BATH 203 - 12X12 BLUE/WHITE TILE	Gray/Blue Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-026B 041108060-0075	BATH 203 - 12X12 BLUE/WHITE TILE	Gray/Blue Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-026C 041108060-0076	BATH 203 - 12X12 BLUE/WHITE TILE	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-027A 041108060-0077	KITCHEN 203 - 12X12 GOLD FLOOR TILE	Gray Non-Fibrous Heterogeneous		98% Non-fibrous (other)	2% Chrysotile
FK-027B 041108060-0078	KITCHEN 203 - 12X12 GOLD FLOOR TILE				Stop Positive (Not Analyzed)

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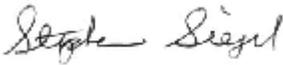
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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-027C 041108060-0079	KITCHEN 203 - 12X12 GOLD FLOOR TILE				Stop Positive (Not Analyzed)
FK-028A 041108060-0080	KITCHEN 203 - BROWN SUB FLOOR UNDER 027	Brown/Black Fibrous Heterogeneous	35% Cellulose	65% Non-fibrous (other)	None Detected
FK-028B 041108060-0081	KITCHEN 203 - BROWN SUB FLOOR UNDER 027	Brown/Black Fibrous Heterogeneous	35% Cellulose	65% Non-fibrous (other)	None Detected
FK-028C 041108060-0082	KITCHEN 203 - BROWN SUB FLOOR UNDER 027	Black Fibrous Homogeneous	30% Cellulose	70% Non-fibrous (other)	None Detected
FK-029A 041108060-0083	HALL 103 - BRWON TILE UNDER CARPET	Beige Non-Fibrous Heterogeneous		92% Non-fibrous (other)	8% Chrysotile
FK-029B 041108060-0084	HALL 103 - BRWON TILE UNDER CARPET				Stop Positive (Not Analyzed)

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-029C 041108060-0085	HALL 103 - BRWON TILE UNDER CARPET				Stop Positive (Not Analyzed)
FK-030A 041108060-0086	BATHROOM 103 - 12X12 BLUE TILE	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-030B 041108060-0087	BATHROOM 103 - 12X12 BLUE TILE	Gray Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-030C 041108060-0088	BATHROOM 103 - 12X12 BLUE TILE	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-031A 041108060-0089	3RD FLOOR - 2X4 CEILING TILE	Tan/White Fibrous Heterogeneous	97% Cellulose	3% Non-fibrous (other)	None Detected
FK-031B 041108060-0090	3RD FLOOR - 2X4 CEILING TILE	Tan/White Fibrous Heterogeneous	97% Cellulose	3% Non-fibrous (other)	None Detected

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-031C <i>041108060-0091</i>	3RD FLOOR - 2X4 CEILING TILE	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (other)	None Detected
FK-032A <i>041108060-0092</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER-SKIM	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-032B <i>041108060-0093</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER-SKIM	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-032C <i>041108060-0094</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER-SKIM	White Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-032D <i>041108060-0095</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER-SKIM	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-032E <i>041108060-0096</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER-SKIM	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

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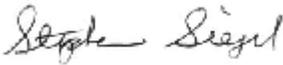
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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-033A <i>041108060-0097</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER- BROWN COAT	Gray Fibrous Heterogeneous	8% Hair	92% Non-fibrous (other)	None Detected
FK-033B <i>041108060-0098</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER- BROWN COAT	Gray Fibrous Heterogeneous	8% Hair	92% Non-fibrous (other)	None Detected
FK-033C <i>041108060-0099</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER- BROWN COAT	Gray Fibrous Heterogeneous	8% Hair	92% Non-fibrous (other)	None Detected
FK-033D <i>041108060-0100</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER- BROWN COAT	Gray Fibrous Homogeneous	5% Synthetic	95% Non-fibrous (other)	None Detected

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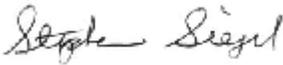
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			% Fibrous	% Non-Fibrous	% Type
FK-033E <i>041108060-0101</i>	3RD FLOOR ABOVE CEILING - WALL PLASTER- BROWN COAT	Gray Fibrous Homogeneous	3% Synthetic	97% Non-fibrous (other)	None Detected
FK-034A-Floor Tile <i>041108060-0102</i>	3RD FLOOR RR - 9X9 BEIGE STREAKED	Gray Non-Fibrous Heterogeneous		93% Non-fibrous (other)	7% Chrysotile
FK-034A-Mastic <i>041108060-0102A</i>	3RD FLOOR RR - 9X9 BEIGE STREAKED	Black Non-Fibrous Heterogeneous		95% Non-fibrous (other)	5% Chrysotile
FK-034B-Floor Tile <i>041108060-0103</i>	3RD FLOOR RR - 9X9 BEIGE STREAKED				Stop Positive (Not Analyzed)
FK-034B-Mastic <i>041108060-0103A</i>	3RD FLOOR RR - 9X9 BEIGE STREAKED				Stop Positive (Not Analyzed)
FK-034C-Floor Tile <i>041108060-0104</i>	3RD FLOOR RR - 9X9 BEIGE STREAKED				Stop Positive (Not Analyzed)

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Customer ID: SUMM78
Customer PO:
Received: 04/07/11 9:10 AM
EMSL Order: 041108060

Fax: (207) 262-9080 Phone: (207) 262-9040
Project: **MASONS BUILDING-MAIN ST 11-3073 FORT KENT**

EMSL Proj:
Analysis Date: 4/9/2011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-034C-Mastic 041108060-0104A	3RD FLOOR RR - 9X9 BEIGE STREAKED				Stop Positive (Not Analyzed)
FK-035A 041108060-0105	3RD FLOOR RR - 9X9 GREEN FLOOR TILE	Gray/Green Fibrous Heterogeneous		90% Non-fibrous (other)	10% Chrysotile
FK-035B 041108060-0106	3RD FLOOR RR - 9X9 GREEN FLOOR TILE				Stop Positive (Not Analyzed)
FK-035C 041108060-0107	3RD FLOOR RR - 9X9 GREEN FLOOR TILE				Stop Positive (Not Analyzed)
FK-036A-Floor Tile 041108060-0108	3RD FLOOR RR - 9X9 BROWN FLOOR TILE	Green Fibrous Heterogeneous		92% Non-fibrous (other)	8% Chrysotile
FK-036A-Mastic 041108060-0108A	3RD FLOOR RR - 9X9 BROWN FLOOR TILE	Brown/Black Non-Fibrous Heterogeneous	2% Cellulose	98% Non-fibrous (other)	None Detected
FK-036B-Floor Tile 041108060-0109	3RD FLOOR RR - 9X9 BROWN FLOOR TILE				Stop Positive (Not Analyzed)

Initial report from 04/09/2011 13:16:34

Analyst(s) _____

Leslie McCluskey (80)
Ted Young (35)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to the cost of analysis. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval or endorsement by NVLAP, NIST or any agency of the federal government. The test results contained within this report meet the requirements of NELAC unless otherwise specified. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



EMSL Analytical, Inc.

200 Route 130 North, Cinnaminson, NJ 08077

Phone: (800) 220-3675 Fax: (856) 786-5974 Email: westmontaslab@EMSL.com

Attn: **Dennis Kingman**
Summit Environmental Consultants, Inc.
8 Harlow Street
Suite 4A
Bangor, ME 04401

Customer ID: SUMM78
Customer PO:
Received: 04/07/11 9:10 AM
EMSL Order: 041108060

Fax: (207) 262-9080 Phone: (207) 262-9040
Project: **MASONS BUILDING-MAIN ST 11-3073 FORT KENT**

EMSL Proj:
Analysis Date: 4/9/2011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-036B-Mastic <i>041108060-0109A</i>	3RD FLOOR RR - 9X9 BROWN FLOOR TILE	Brown/Black Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
FK-036C-Floor Tile <i>041108060-0110</i>	3RD FLOOR RR - 9X9 BROWN FLOOR TILE				Stop Positive (Not Analyzed)
FK-036C-Mastic <i>041108060-0110A</i>	3RD FLOOR RR - 9X9 BROWN FLOOR TILE	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
FK-037A <i>041108060-0111</i>	ROOF 1ST LAYER - ASPHALT SHINGLES	Black Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
FK-037B <i>041108060-0112</i>	ROOF 1ST LAYER - ASPHALT SHINGLES	Black Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
FK-037C <i>041108060-0113</i>	ROOF 1ST LAYER - ASPHALT SHINGLES	Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected

Initial report from 04/09/2011 13:16:34

Analyst(s) _____

Leslie McCluskey (80)
Ted Young (35)

Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

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Suite 4A
Bangor, ME 04401

Customer ID: SUMM78
Customer PO:
Received: 04/07/11 9:10 AM
EMSL Order: 041108060

Fax: (207) 262-9080 Phone: (207) 262-9040
Project: **MASONS BUILDING-MAIN ST 11-3073 FORT KENT**

EMSL Proj:
Analysis Date: 4/9/2011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-038A <i>041108060-0114</i>	ROOF 2ND LAYER - ASPHALT SHINGLES RED/BLUE	Black Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
FK-038B <i>041108060-0115</i>	ROOF 2ND LAYER - ASPHALT SHINGLES RED/BLUE	Black Fibrous Heterogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
FK-038C <i>041108060-0116</i>	ROOF 2ND LAYER - ASPHALT SHINGLES RED/BLUE	Black Fibrous Homogeneous	25% Cellulose	75% Non-fibrous (other)	None Detected
FK-039A <i>041108060-0117</i>	ROOF - FELT PAPER UNDER SHINGLES	Black Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected
FK-039B <i>041108060-0118</i>	ROOF - FELT PAPER UNDER SHINGLES	Black Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (other)	None Detected

Initial report from 04/09/2011 13:16:34

Analyst(s)

Leslie McCluskey (80)
Ted Young (35)



Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036



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200 Route 130 North, Cinnaminson, NJ 08077

Phone: (800) 220-3675 Fax: (856) 786-5974 Email: westmontaslab@EMSL.com

Attn: **Dennis Kingman**
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8 Harlow Street
Suite 4A
Bangor, ME 04401

Customer ID: SUMM78
Customer PO:
Received: 04/07/11 9:10 AM
EMSL Order: 041108060

Fax: (207) 262-9080 Phone: (207) 262-9040
Project: **MASONS BUILDING-MAIN ST 11-3073 FORT KENT**

EMSL Proj:
Analysis Date: 4/9/2011

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

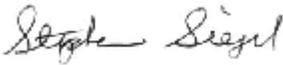
Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
FK-039C 041108060-0119	ROOF - FELT PAPER UNDER SHINGLES	Black Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (other)	None Detected

CERTIFICATION #BA-0128 (T. YOUNG) & #BA-0123 (L. MCCLUSKEY)

Initial report from 04/09/2011 13:16:34

Analyst(s)

Leslie McCluskey (80)
Ted Young (35)



Stephen Siegel, CIH, Laboratory Manager
or other approved signatory

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Samples analyzed by EMSL Analytical, Inc. Cinnaminson, NJ NVLAP Lab Code 101048-0, AIHA-LAP, LLC-IHLAP Lab 100194, NYS ELAP 10872, NJ DEP 03036

041108060



EMSL - MA 7 Constitution Way, Ste 107 Woburn, MA 01801 (781) 933-8411 (781) 933-8412 Fax	EMSL - CT 4 Fairfield Blvd. Wallingford, CT 06492 (203) 284-5948 (203) 284-5978 Fax	EMSL - NY 307 West 38 th Street New York, NY 10018 (866) 448-3675 (212) 290-0058 Fax	EMSL - NJ 107 Haddon Avenue Westmont, NJ 08108 (800) 220-3675 (856) 858-4960 Fax
---	--	--	---

Your Name: Dennis Kingman **Project Manager:** DBK
Company: Summit Environmental Consultants, Inc.
Street: 8 HARLOW STREET, SUITE 4A
City/State/Zip: Bangor, Maine 04401
Phone: 207-262-9040 **Fax:** 207-262-9080 **Email:** dkingman@summitenv.com
Project Name: MASONS BUILDING - MAIN ST. **Project #:** 11-3073
Project Location: FORT KENT **Project State (US):** ME

TURNAROUND TIME
 48 Hours
 SAMPLE MATRIX

3 Hours
 6 Hours
 12 Hours
 24 Hours
 48 Hours
 72 Hours
 4 Days
 5 Days
 6-10 Days

Air
 Bulk
 Soil
 Wipe
 Micro-Vac
 Drinking Water
 Wastewater
 Chips
 Other

ASBESTOS ANALYSIS

- PCM - Air**
 NIOSH 7400 (A) Issue 2: August 1994
 OSHA w/TWA
TEM AIR
 AHERA 40 CFR, Part 763 Subpart E
 NIOSH 7402 Issue 2
 EPA Level II
PLM - Bulk
 EPA 600/R-93/116
 NY Stratified Point Count
 California Air Resource Board (CARB) 435
 NIOSH 9002
 PLM NOB (Gravimetric) NYS 198.1
 EPA Point Count (400 Points)
 EPA Point Count (1,000 Points)
 Standard Addition Point Count
SOILS
 EPA Protocol Qualitative
 EPA Protocol Quantitative
 EMSL MSD 9000 Method fibers/gram
 Superfund EPA 540-R097-028 (dust generation)
TEM BULK
 Drop Mount (Qualitative)
 Chatfield SOP-1988-02
 TEM NOB (Gravimetric) NY 198.4
TEM MICROVAC
 ASTM D 5755-95 (Quantitative)
TEM WIPE
 ASTM D-6480-99
 Qualitative
TEM WATER
 EPA 100.1
 EPA 100.2
 NYS 198.2
 Other:

LEAD ANALYSIS

- Flame Atomic Absorption**
 Wipe, SW846-7420 ASTM non ASTM
 Soil, SW846-7420
 Air, NIOSH 7082
 Chips, SW846-7420 or AOAC 5.009 (974.02)
 Wastewater, SW 846-7420
 TCLP LEAD SW846-1311/7420
Graphite Furnace Atomic Absorption
 Air, NIOSH 7105
 Wastewater, SW846-7421
 Soil, SW846-7421
 Drinking Water, EPA 239.2
ICP - Inductively Coupled Plasma
 Wipe, SW846-6010 ASTM non ASTM
 Soil, SW846-6010
 Air, NIOSH 7300

MATERIALS ANALYSIS

- Full Particle Identification
 Optical Particle Identification
 Dust Mites and Insect Fragments
 Particle Size & Distribution
 Product Comparison
 Paint Characterization
 Failure Analysis
 Corrosion Analysis
 Glove Box Containment Study
 Petrographic Examination of Concrete
 Portland Cement in Workplace Atmospheres (OSHA ID-143)
 Man Made Vitrous Fibers - MMVF's
 Synthetic Fiber Identification
 Other:

MICROBIAL ANALYSIS

- Air Samples**
 Mold & Fungi by Air O Cell
 Mold & Fungi by Agar Plate count & ID
 Bacterial Count and Gram Stain
 Bacterial Count and Identification
Water Samples
 Total Coliforms, Fecal Coliforms
 Escherichia Coli, Fecal Streptococcus
 Legionella
 Salmonella
 Giardia and Cryptosporidium
Wipe and Bulk Samples
 Mold & Fungi - Direct Examination
 Mold & Fungi - (Culture follow up to direct examination if necessary)
 Mold & Fungi - Culture (Count & ID)
 Mold & Fungi - Culture (Count only)
 Bacterial Count & Gram Stain
 Bacterial Count & Identification (3 most prominent types)
 Other:

IAQ ANALYSIS

- Nuisance Dust (NIOSH 0500 & 0600)
 Airborne Dust (PM10, TSP)
 Silica Analysis by XRD, Niosh 7500
 HVAC Efficiency
 Carbon Black
 Airborne Oil Mist
 Other:

Additional Information/Comments/Instructions: Positive Slab

ACCEPTED
 ANALYSIS BY
 APR - 7 AM 11:33
 CHINA LABORATORY, INC.
 PROJECTED

Client Sample # (S) FK-001A FK-039C **TOTAL SAMPLE #** 119
Relinquished: [Signature] **Date:** 04/05/11 **Time:** 1600
Received: _____ **Date:** _____ **Time:** _____
Relinquished: _____ **Date:** _____ **Time:** _____
Received: DMB-FK-910A **Date:** 4-7-11 **Time:** _____

	SAMPLE DESCRIPTION/LOCATION	VOLUME Air (L)	Area (Inches sq.)
TK-001A	Pipe insulation - basement		
B	" "		
C	" "		
002A	Pipe furring insulation - basement		
B	" "		
C	" "		
003A	Miscellaneous PAPER - basement		
004A	Brown Rectangle pattern sheet floor		101
B	" "		
C	" "		
005A	WOOD PATTERN tile under carpet		101
B	" "		
C	" "		
006A	Blue/white floor tile - BATH		101
B	" "		
C	" "		
007A	2x4 curly tile - BATH - 101		
B	" "		
C	" "		
008A	Blueshool floor under carpet		101 BASEMENT/LANDNG
B	" "		
C	" "		
009A	Brown/white pattern floor tile - 102 closed		
B	" "		
C	" "		

041108060

Relinquished: _____
 Received: _____
 Relinquished: _____
 Received: _____

Date: 04/05/11
 Date: _____
 Date: _____
 Date: _____

Time: 1600
 Time: _____
 Time: _____
 Time: _____

RECEIVED
 APR -7 AM 11:34
 SAMPLES ACCEPTED
 FOR ANALYSIS BY
 ENVIRONMENTAL ANALYTICAL INC

SAMPLE NUMBER	SAMPLE DESCRIPTION/LOCATION	VOLUME Air (L)	Area (Inches) (sq.)
FK-010 A	Blue SAND PATTERN steel floor	BATH	102
B	"	"	"
C	"	"	"
FK-011 A	2x2 curly tile - BATH	102	
B	"	"	
C	"	"	
FK-012 A	Steel rock wall	102	
B	"	"	
C	"	"	
FK-013 A	EXTERIOR Blue Sealing - N° side		
B	"	"	
C	"	"	
FK-014 A	Felt paper under 013		
B	"	"	
C	"	"	
FK-015 A	Brown floor tile under carpet - 203	ENTRY	
B	"	"	
C	"	"	
FK-016 A	Brown Stained floor tile	3° Room - 202	
B	"	"	
C	"	"	
FK-017 A	Steel rock - 3° Room	202	
B	"	"	
C	"	"	

Relinquished: DBK
 Received: _____
 Relinquished: _____
 Received: _____

Date: 04/05/11 Time: 1600E
 Date: _____ Time: _____
 Date: _____ Time: _____
 Date: _____ Time: _____

SAMPLES ACCEPTED FOR ANALYSIS BY ENGL ANALYTICAL INC.

11 APR -7 AM 11:34
 RECEIVED
 ON 11 APR 7 11:34 AM

041108060



EMSL - MA 7 Constitution Way, Ste 107 Woburn, MA 01801 (781) 933-8411 (781) 933-8412 Fax	EMSL - CT 4 Fairfield Blvd. Wallingford, CT 06492 (203) 284-5948 (203) 284-5978 Fax	EMSL - NY 307 West 38 th Street New York, NY 10018 (866) 448-3675 (212) 290-0058 Fax	EMSL - NJ 107 Haddon Avenue Westmont, NJ 08108 (800) 220-3675 (856) 858-4960 Fax
--	---	---	--

SAMPLE NUMBER	SAMPLE DESCRIPTION/LOCATION	VOLUME Air (L)	Area (Inches sq.)
FK-018A	Blue Stone Sheel floor - Kitchen 202		
B	" "		
C	" "		
019A	White sheel floor - BATH - 202		
B	" "		
C	" "		
FK-020A	12x12 white floor tile - BATH 201		
B	" "		
C	" "		
021A	Brown square sheel floor Kitchen 201		
B	" "		
C	" "		
022A	9x9 GRAY streak floor tile -- Bedroom		
B			
C			
023A	white floor under 021 - Kitchen 201		
B	" "		
C	" "		
024A	green floor under 023		
B	" "		
C	" "		
025A	Brown tile under carpet - Living Room 202		
B	" "		
C	" "		

SAMPLES ACCEPTED
 FOR ANALYSIS BY
 EMSL ANALYTICAL
 APR-7 AM 11:34

Relinquished: DBK Date: 04/05/11 Time: 11:00

Received: _____ Date: _____ Time: _____

Relinquished: _____ Date: _____ Time: _____

Received: _____ Date: _____ Time: _____

041108060



EMSL - MA 7 Constitution Way, Ste 107 Woburn, MA 01801 (781) 933-8411 (781) 933-8412 Fax	EMSL - CT 4 Fairfield Blvd. Wallingford, CT 06492 (203) 284-5948 (203) 284-5978 Fax	EMSL - NY 307 West 38 th Street New York, NY 10018 (866) 448-3675 (212) 290-0058 Fax	EMSL - NJ 107 Haddon Avenue Westmont, NJ 08108 (800) 220-3675 (856) 858-4960 Fax
--	---	---	--

SAMPLE NUMBER	SAMPLE DESCRIPTION/LOCATION	VOLUME Air (L)	Area (Inches sq.)
FK-026A	12x12 Blue/White tile - BATH	203	
B	" "		
C	" "		
027A	12x12 gold Floor tile - Kitchen	203	
B	" "		
C	" "		
028A	Brown sub floor under 027		
B	" "		
C	" "		
029A	Brown tile under carpet Hall - 103		
B	" "		
C	" "		
030A	12x12 Blue tile - BATH Room - 103		
B	" "		
C	" "		
031A	2x4 curly tile - 3rd floor		
B	" "		
C	" "		
032A	Wall plaster - stems - 3rd floor above curly		
B	" "		
C	" "		
D	" "		
E	" "		
033A	Wall plaster - Brown coat - Assoc w/032A		
B	" "		

Relinquished: _____
 Received: _____
 Relinquished: _____
 Received: _____

DBK

Date: 04/05/11 Time: 1600
 Date: _____ Time: _____
 Date: _____ Time: _____
 Date: _____ Time: _____

RECEIVED
 APR - 7 AM 11:30
 EMPLOYEE
 ANALYSIS
 LOCAL INO
 ACCEPTED
 FOR ANALYSIS

041108060



EMSL - MA 7 Constitution Way, Ste 107 Woburn, MA 01801 (781) 933-8411 (781) 933-8412 Fax	EMSL - CT 4 Fairfield Blvd. Wallingford, CT 06492 (203) 284-5948 (203) 284-5978 Fax	EMSL - NY 307 West 38 th Street New York, NY 10018 (866) 448-3675 (212) 290-0058 Fax	EMSL - NJ 107 Haddon Avenue Westmont, NJ 08108 (800) 220-3675 (856) 858-4960 Fax
--	---	---	--

SAMPLE NUMBER	SAMPLE DESCRIPTION/LOCATION	VOLUME Air (L)	Area (Inches sq.)
FK-033C	Wall plaster Brown coat - Base	w/032C	
D	" "	w/032D	
E	" "	w/032E	
FK-034A	9x9 Beige streaked	- 3RD Floor RR	
B	" "		
C	" "		
FK-035A	9x9 Green Floor tile - 3RD RR		
B	" "		
C	" "		
FK-036A	9x9 Brown Floor tile - 3RD RR		
B	" "		
C	" "		
FK-037A	Asphalt shingles - Roof 1st LAYER		
B	" "		
C	" "		
038A	Asphalt shingles - Red/Blue - 2nd Layer		
B	" "		
C	" "		
039A	Felt paper under shingles		
B	" "		
C	" "		

RECEIVED
 EMSL
 DIMMICKSON, N.J.
 11 APR - 7 AM 11:34
 SAMPLES ACCEPTED
 FOR ANALYSIS BY
 EMSL ANALYTICAL INC.

Relinquished: DRK Date: 04/05/11 Time: 7600
 Received: _____ Date: _____ Time: _____
 Relinquished: _____ Date: _____ Time: _____
 Received: _____ Date: _____ Time: _____

Appendix B

ASBESTOS INSPECTOR CERTIFICATIONS



STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

JOHN ELIAS BALDACCI
GOVERNOR

BETH NAGUSKY
Acting COMMISSIONER

November 23, 2010

Summit Environmental Consultants, Inc.
8 Harlow St., Suite 4A
Bangor, Maine 04401

Dear Licensee:

Asbestos application(s) for individual certification of the **two** employee(s) listed below have been received and **approved**. Individual certification numbers are listed below and wallet card(s) are enclosed. Card(s) are property of the individual to whom each is issued. Your responsibility as a licensee is to ensure delivery of the cards to persons in your employment. This letter should be retained for your company files as record of certification.

Remember, in Maine all **certified employees** working on an asbestos abatement project, whether conducting removal/repair, air monitoring, design, inspection, or analysis functions, **must work for a State of Maine licensed asbestos firm** and carry his/her wallet card(s) on the job site.

As a reminder, prior to renewing your asbestos certification, the State of Maine **requires** an annual refresher course to be taken before submitting a renewal application. A certificate shall expire one year from the last day of the month from the date of issuance, **or on the last day of the month that the training certificate expires**, whichever is sooner. A listing of training providers is attached and it is your responsibility to ensure you have completed a renewal training course prior to your training expiration date.

All our asbestos forms can be found at <http://www.maine.gov/dep/rwm/asbestos/newupdatedformsasb.htm>. Thank you for your cooperation and your completed application(s).

<u>Name</u>	<u>Category</u>	<u>Certification #</u>	<u>Exp. Date</u>
Dennis B. Kingman, Jr.	Inspector	AI-0034	11/30/2011
Dennis B. Kingman, Jr.	Management Planner	MP-0092	11/30/2011

Sincerely,

Sandra J. Moody, Environmental Technician
Division of Solid Waste Management
Bureau of Remediation and Waste Management

AUGUSTA
17 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0017
(207) 287-7688 FAX: (207) 287-7826
RAY BLDG., HOSPITAL ST.

BANGOR
106 HOGAN ROAD, SUITE 6
BANGOR, MAINE 04401
(207) 941-4570 FAX: (207) 941-4584

PORTLAND
312 CANCO ROAD
PORTLAND, MAINE 04103
(207) 822-6300 FAX: (207) 822-6303

PRESQUE ISLE
1235 CENTRAL DRIVE, SKYWAY PARK
PRESQUE ISLE, MAINE 04679-2094
(207) 764-0477 FAX: (207) 760-3143 **123**

491 Norridgewock Road * Fairfield, Maine 04937 * (207) 453-KEITH (5348) * jonathan@trainerman.com * www.trainerman.com



SM

"Take a step in the right direction" SM

Certifies that

Dennis B. Kingman, Jr., CHMM
DOB or SSN: 10/09/1961

has attended and successfully completed the required classroom and written examination under TSCA Title II and DEP Chapter 425 on November 5, 2010 for the

**Asbestos Inspector 4-Hour
Annual Refresher Training Course**

* Refresher course is not valid without the corresponding initial and any required refresher training courses.

November 5, 2010

Exam Date

November 5, 2011

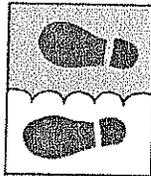
Expiration Date

Jonathan Klane
Jonathan Klane, M.S.Ed., CIH, CHMM, CET

KAIR-314

Certificate Number

491 Norridgewock Road * Fairfield, Maine 04937 * (207) 453-KEITH (5348) * jonathan@trainerman.com * www.trainerman.com



SM

"Take a step in the right direction" SM

Certifies that

Dennis B. Kingman, Jr., CHMM
DOB or SSN: 10/09/1961

has attended and successfully completed the required classroom and written examination under TSCA Title II and DEP Chapter 425 on November 5, 2010 for the

**Asbestos Management Planner 4-Hour
Annual Refresher Training Course**

* Refresher course is not valid without the corresponding initial and any required refresher training courses.

November 5, 2010

Exam Date

November 5, 2011

Expiration Date

Jonathan Klane, M.S.Ed., CIH, CHMM, CET

KAMPR-141

Certificate Number

Appendix C

**ASBESTOS ANALYTICAL
LABORATORY CERTIFICATIONS**



State of Maine
Department of Environmental Protection

LICENSE

EMSL Analytical, Inc.

Asbestos Analytical Laboratory
(Bulk)

License Number: LB-0039

Expiration Date: 10/31/2011



AIHA

Laboratory Accreditation
Programs, LLC

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

EMSL Analytical Inc.

200 Route 130 North, Cinnaminson, NJ 08077

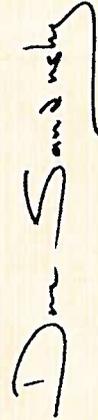
Laboratory ID: 100194

has fulfilled the requirements of the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC thereby conforming to the ISO/IEC 17025:2005 international standard, *General Requirements for the Competence of Testing and Calibration Laboratories*. The above named laboratory, along with all premises from which key activities are performed, as listed above, have been accredited by AIHA-LAP, LLC in the following:

LABORATORY ACCREDITATION PROGRAMS

- | | |
|--|--------------------------------------|
| <input checked="" type="checkbox"/> INDUSTRIAL HYGIENE | Accreditation Expires: July 01, 2012 |
| <input checked="" type="checkbox"/> ENVIRONMENTAL LEAD | Accreditation Expires: July 01, 2012 |
| <input checked="" type="checkbox"/> ENVIRONMENTAL MICROBIOLOGY | Accreditation Expires: July 01, 2012 |
| <input type="checkbox"/> FOOD | Accreditation Expires: |

Specific Field(s) of Testing (FoT)/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached **Scope of Accreditation**. Continued accreditation is contingent upon successful on-going compliance with AIHA-LAP, LLC requirements. This certificate is not valid without the attached **Scope of Accreditation**. Please review the AIHA-LAP, LLC website (www.aihaaccreditedlabs.org) for the most current scope of accreditation.



Dave Sandusky, CIH
Chairperson, Analytical Accreditation Board

Date Issued: 07/01/2010



AIHA Laboratory Accreditation Programs, LLC SCOPE OF ACCREDITATION

EMSL Analytical, Inc.
107 Haddon Avenue, Westmont, NJ 08108

Laboratory ID: 100194
Issue Date: 07/01/2010

The laboratory is approved for those specific field(s) of testing/methods listed in the table below. Clients are urged to verify the laboratory's current accreditation status for the particular field(s) of testing/Methods, since these can change due to proficiency status, suspension and/or revocation. A complete listing of currently accredited Industrial Hygiene laboratories is available on the AIHA-LAP, LLC website at: <http://www.aihaaccreditedlabs.org>

Industrial Hygiene Laboratory Accreditation Program (IHLAP)

Initial Accreditation Date: 02/01/1989

IHLAP Category	Field of Testing (FoT)	Method	Method Description <i>(for internal methods only)</i>
Core Program Testing	Gas Chromatography	NIOSH 1003	
		NIOSH 1005	
		NIOSH 1400	
		NIOSH 1500	
		NIOSH 1550	
		NIOSH 1603	
		NIOSH 2000	
		NIOSH 2551	
		NIOSH 5502	
		NIOSH 5503	
		NIOSH 5510	
	OSHA 1010		
	GC (Diffusive Samplers)	NIOSH 1003	
		NIOSH 1005	
		NIOSH 1501	
	GC/MS	EPA TO-15	
	HPLC	NIOSH 2016	
		NIOSH 5506	
		OSHA 47	
		OSHA 58	
	AA	NIOSH 6009	
		NIOSH 7105	
		OSHA ID-140	
		OSHA ID-145	
	ICP	NIOSH 7300	
	XRD	NIOSH 7500	
	Ion Chromatography	NIOSH 6004	
NIOSH 6011			
NIOSH 7903			



IHLAP Category	Field of Testing (FoT)	Method	Method Description <i>(for internal methods only)</i>
Core Program Testing	Ion Chromatography	OSHA ID-214	
		OSHA ID-215	
	Gravimetric	NIOSH 0500	
		NIOSH 0600	
	UV/VIS (Colorimetric)	NIOSH 6010	
	Thermal Optical Analyzer	NIOSH 5040	
	Polarized Light Microscopy (PLM)	EPA 600/R-93/116	
	Phase Contrast Microscopy (PCM)	NIOSH 7400	
	Transmission Electron Microscopy (TEM)	EPA AHERA - 40 CFR Part 763	
		NIOSH 7402	

The laboratory participates in the following AIHA-LAP, LLC-approved proficiency testing programs:

- Metals*
- Silica*
- Asbestos*
- Bulk Asbestos*
- Beryllium
- WASP¹ (Thermal Desorption Tubes)
- Pharmaceutical Round Robin
- Compressed/Breathing Air Round Robin
- NVLAP (determined at the time of site assessment)
- Organic Solvents*
- Diffusive Sampler (3M)*
- Diffusive Sampler (SKC)*
- Diffusive Sampler (AT)
- WASP¹ (Formaldehyde)

¹ Workplace Analytical Scheme for Proficiency

Appendix D

PHOTOGRAPHIC LOG

Client Name:

Maine Department of Transportation

Project No. 11-3073

Photo No. 1

Date:

April 5, 2011

Site Location:

Mason's Building, Fort Kent, Maine

Description:

ACM pipe insulation in basement.



Photo No. 2

Date:

April 5, 2011

Site Location:

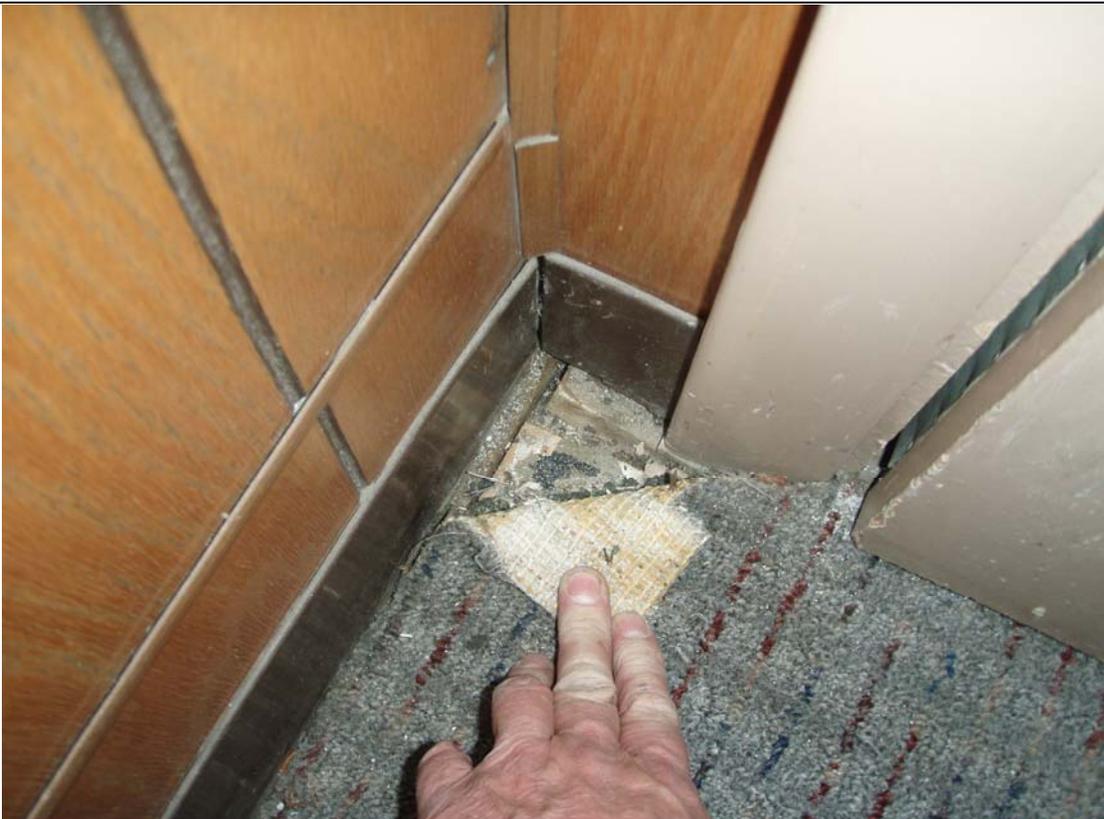
Mason's Building, Fort Kent, Maine

Description:

ACM Pipe insulation and fitting insulation in basement.



Client Name: Maine Department of Transportation		Project No. 11-3073
Photo No. 3		
Date: April 5, 2011		
Site Location: Mason's Building, Fort Kent, Maine		
Description: ACM paper insulation in basement by boilers.		

Photo No. 4	
Date: April 5, 2011	
Site Location: Mason's Building, Fort Kent, Maine	
Description: ACM flooring under carpet in Unit #103 hall.	



PHOTOGRAPHIC LOG

Client Name:

Maine Department of Transportation

Project No. 11-3073

Photo No. 5

Date:

April 5, 2011

Site Location:

Mason's Building, Fort Kent, Maine

Description:

Non-ACM floor tile over ACM sub-flooring – Unit 201 Kitchen.



Photo No. 6

Date:

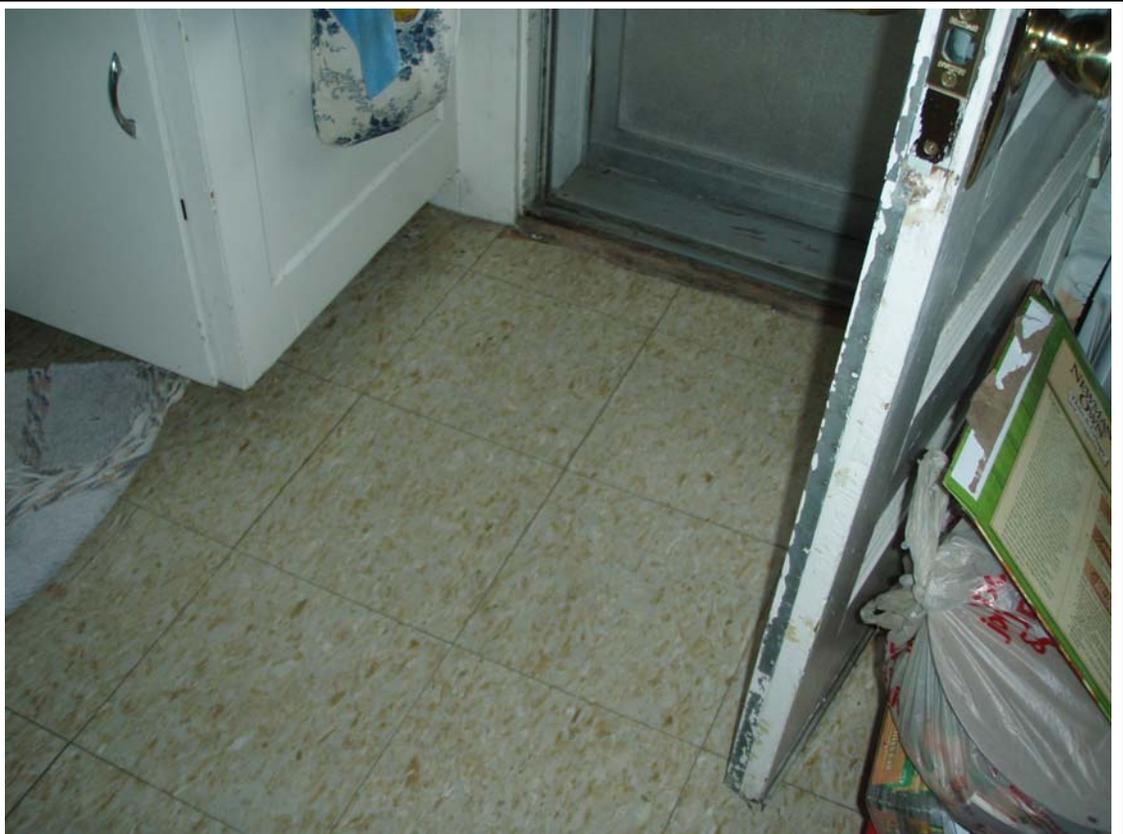
April 5, 2011

Site Location:

Mason's Building, Fort Kent, Maine

Description:

ACM floor tile with non-ACM Adhesive – Unit 203 Kitchen.





PHOTOGRAPHIC LOG

Client Name:

Maine Department of Transportation

Project No. 11-3073

Photo No. 7

Date:

April 5, 2011

Site Location:

Mason's Building, Fort Kent, Maine

Description:

ACM floor tile with associated ACM adhesive – 3rd Floor Rest Room.



Photo No. 8

Date:

April 5, 2011

Site Location:

Mason's Building, Fort Kent, Maine

Description:

ACM cement shingle siding – Exterior, north elevation.





PHOTOGRAPHIC LOG

Client Name:

Maine Department of Transportation

Project No. 11-3073

Photo No. 9

Date:

April 5, 2011

Site Location:

Mason's Building, Fort
Kent, Maine

Description:

East elevation – vinyl
siding over ACM
cement shingle siding.

