



GEI Consultants, Inc.

Site: O'Connor
Breaks: 6.4
Other: OOI



SDMS DocID 567881

**SOURCE CONTROL
DRAFT CONTRACT DOCUMENTS**

**60 PERCENT REMEDIAL DESIGN
O'CONNOR COMPANY SUPERFUND SITE
AUGUSTA, MAINE**

Supervising Contractor:

GEI Consultants, Inc.
Suffolk Building
53 Regional Drive
Concord, New Hampshire 03301-8500
(603) 224-7979

Joanne O. Morin, LSP
Senior Project Manager

Settling Defendant:

Central Maine Power Company
Technical Services Department
41 Anthony Avenue
Augusta, Maine 04330
(207) 626-9620

Charles R. Nickerson, PE
Technical Coordinator

February 13, 1995

This document was prepared by a four-member multi-discipline design team assembled by Central Maine Power Company to complete remedial design for the O'Connor Company Superfund Site. The design team member companies and their primary project contacts were as follows:

<u>Company</u>	<u>Responsibility</u>	<u>Project Contact</u>
<i>GEI Consultants, Inc.</i>	<i>Geoenvironmental Consultant (Note: Supervising Contractor)</i>	<i>Joanne O. Morin, LSP Senior Project Manager</i>
<i>Central Maine Power Company* Technical Services Department</i>	<i>Electrical, Mechanical, and Structural Engineering</i>	<i>Daniel E. Spaulding, P.E. Civil Engineer</i>
<i>Sargent Diversified Services (H.E. Sargent, Inc.)</i>	<i>Remediation Contractor</i>	<i>David C. Jones Project Manager</i>
<i>Woodard & Curran, Inc.</i>	<i>Environmental Engineering Designer</i>	<i>Henri J. Vincent, P.E. Senior Project Manager</i>

This document was submitted pursuant to the Consent Decree in United States of America vs. Central Maine Power Company, Civil No. 90-0302B, entered on September 3, 1991, and the Explanation of Significant Differences, approved and issued by U.S. Environmental Protection Agency on July 11, 1994.

**Denotes principal author (s) of document.*



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SECTION A

REMEDATION CONTRACTOR BID DOCUMENTS

REQUEST FOR PROPOSAL NO. 95A01-AT

**from:
CENTRAL MAINE POWER COMPANY**

BID DOCUMENTS

FOR

**REMEDICATION CONTRACTOR SERVICES
FOR O'CONNOR COMPANY SUPERFUND SITE
SOURCE CONTROL REMEDIATION**

SUBMITTED TO:

(contractors pre-approved by GEI)

SUBMITTED BY:

Andrew K. Towt, Buyer

Date:

PROPOSAL DUE DATE: Day?, Month ??, 1995 BY 2:00 P.M.

INTRODUCTION

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I

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
95A01-AT

A. GENERAL

1. Basis of bid shall be per the Proposal Form included in this Request for Quotation. The Proposal Form must be completed and submitted as part of bid.
2. If you do not anticipate quoting on this project, please return this Proposal stating "no bid" with an authorized signature for Owner's records.
3. Title to all plans, reports, data, and other documents related to the work described herein shall pass to Central Maine Power Company upon completion of the work.
4. The successful bidder will be required to execute a formal Agreement embodying the requirements of the bid documents and subsequent Proposal. This will include execution of an Agreement between Central Maine Power and the bidder.
5. The successful bidder will be required to furnish a payment and performance bond. The premium for said bond will be added to the Agreement price.
6. A prebid meeting to familiarize bidders with the project site, review the overall project remedy, review documents included as a part of this RFP, and to discuss the work included in the bid package will be on (day)
(month) (date) (year) from (time) to (time) at (location).
A site visit is a planned part of this meeting. Full consideration of bid proposals shall include evaluating attendance at this meeting.
7. Additional Information:
 - a. Requests for additional technical information should be directed to:

Normand Michaud, Construction Manager
Technical Services Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 621-4400

- b. Requests for additional commercial information should be directed to:

Andrew Towt
Purchasing Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 626-9612

B. SCHEDULE FOR DELIVERY

1. The successful bidder, after award of Agreement, will meet with Central Maine Power Company's Project Manager to schedule the services as outlined in the Contract Documents.

C. PROPOSAL

1. One (1) original and three (3) copies of your Proposal for the services requested shall be received by the Purchasing Department at the Central Maine Power Company's North Augusta Office Annex, 41 Anthony Avenue, Augusta, Maine, 04330-9475, until 2:00 p.m. no later than Day?, Month? Day?, 1995.
2. Bids must be received on or before the date stated. Post marks will not be considered.
3. Bids must be submitted in sealed envelopes, bearing on the outside the RFQ number, the name of the project, the name of the bidder, and the bidder's address. Such bids must be enclosed in another envelope if sent by mail, as inadvertently they might be opened as regular mail.
4. Bidders must inform themselves fully of the conditions relating to the project under which the services will be performed. Failure to do so will not relieve a successful bidder from its obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents, and to complete the contemplated work for the consideration set forth in its bid.
5. All work must be performed in accordance with the Consent Decree lodged on December 7, 1990, and entered on September 3, 1992, with the Explanation of Significant Differences (ESD) signed by EPA Regional Administrator John P. DeVillars on July 11, 1994, and with Section I.4.e(3)(a) of the revised Statement of Work (RSOW) dated October 20, 1994. These documents are included as _____.

6. Owner shall make available to Bidder such documents and information generated for the project that relates to the identity, location, quantity, nature or characteristics of any hazardous materials at, on, or under the site and other reports, data studies, plans, specifications, documents and other information on surface and subsurface site conditions which may assist Contractor in the proper performance of its services. Owner, however, assumes no responsibility or liability for their accuracy or completeness, and all such documents and information will remain the property of the Owner.

All previous documents generated for the project are available at Central Maine Power Company, North Augusta Office Annex, Augusta, Maine, for Bidders to review. Coordinations to review documents can be made by contacting that party listed in A.7.a. of this instruction to bidders.

7. Bidders shall indicate the portions of work which will be subcontracted, if any; and shall list the name, address, qualifications, and affiliation of subcontractor.

D. SCHEDULES AND TIME OF COMPLETION

E. APPROVAL OF MATERIALS

Bidders wishing to obtain approval of materials and equipment other than those specified in Section IV shall submit their request to that party listed in A.7.a. of this instruction to bidders.

F. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

1. Work is to be executed as per Contract Documents without changes therefrom without having first received written permission from the Owner. Where detailed information is lacking, before proceeding with work, refer the matter to that party listed in A.7.a. of this instruction to bidders.
2. The Terms and Conditions of the Construction Agreement executed between Central Maine Power Company and the successful bidder will apply with equal force to Contractor and Subcontractor work, extra work and the like, that may be specified herein, performed in or about the O'Connor Company Superfund Site.

3. Central Maine Power will not be an arbiter in establishing subcontract limits between Contractor and Subcontractor.

G. REJECTION

Central Maine Power Company reserves the right to reject any or all bids and to waive any informalities in bidding.

H. OPENING AND AWARD OF CONTRACT

1. Bids will be opened on, or soon after the date and at the place specified in these Instructions to Bidders.
2. Bids will be opened at a private opening.
3. Analysis for award of Agreement will include, but will not be solely limited to, price of the services to perform the requested work. Full consideration will also be given to: alternative Proposals; Proposal quality and innovativeness; service responsiveness and completeness; interviews with references; commercial / contractual considerations; and other considerations as may be appropriate.

I. BID WITHDRAWAL

No bid may be withdrawn unless agreed to by Central Maine Power Company and the Bidder.

J. BIDDERS

The Owner is restricting the bidders on this project to an invited list of Contractors which have been prequalified by agents working on behalf of Central Maine Power. Each Bidder will be responsible for obtaining subbids and material quotations if needed.

K. RESUMES

The Bidders shall provide the resume(s) of key personnel (i.e. project managers, superintendents, and foremen) that they propose to utilize should they be awarded this contract.

L. ADDITIONAL INFORMATION

M. REGULATIONS

All OSHA, Federal, State, local and Central Maine Power Company Rules, Regulations, and codes must be strictly adhered to.

Q. INVOICING

Each invoice shall provide an itemization of labor, material, and equipment applicable to that invoice period.

II
PROPOSAL FORM

**PROPOSAL
GENERAL REQUIREMENTS**

REFERENCE DRAWINGS:

- C-12 "Site Layout"
- E-1 "Power One Line Diagram, SC Site Power Distribution"
- E-3 "Power and Lighting Plan. Site Power Distribution Layout"
- E-4-1 "SC Site Electrical Details, Power & Lighting"
- E-4-2 "SC Site Electrical Details, Power & Lighting"
- E-5 "Lighting Level Contours, Source Control Site"
- E-6 "Power and Lighting Plan, Electrical Distribution Building"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
0.1	Mobilization/ Demobilization.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
0.2	Clearing.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
0.3	Project Electrical.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
0.4	Personnel Decontamination Facility Mobile Unit.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____

- | | | | |
|-----|---|--|----------|
| 0.5 | Upgrade Existing
Decon Pad. | Lump Sum Price at

(words)
\$ _____ dollars | \$ _____ |
| 0.6 | Project Water. | Lump Sum Price at

(words)
\$ _____ dollars | \$ _____ |
| 0.7 | Project
Stormwater,
Sediment/Erosion
Controls. | Lump Sum Price at

(words)
\$ _____ dollars | \$ _____ |
| 0.8 | Installation of
MOM Duct Bank.
Coordinate with
Stages of Work. | Lump Sum Price at

(words)
\$ _____ dollars | \$ _____ |
| 0.9 | Debris Handling,
Cleaning and
Stockpiling. | Lump Sum Price at

(words)
\$ _____ dollars | \$ _____ |

**PROPOSAL
SITE WATER TREATMENT BUILDING**

REFERENCE DRAWINGS:

- A-1 "Site Water Treatment Facility, Elevations"
- A-2 "Site Water Treatment Facility Floor Plan"
- S-1 "Site Water Treatment Facility Plan and Details"
- M-2 "Equipment Arrangement Site Water Treatment"
- P-2 "Site Water Treatment Hydraulic Profile"
- P-3 "Piping & Instrumentation Diagram, Site Water Treatment System"
- P-4 "Piping & Instrumentation Diagram, Site Water Treatment System"
- E-50 "PNLB. Schedule & One Line Diagram. Site Water Treatment System"
- E-54-1 "Elementary Diagram Site Water Treatment System"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
1.1	Sitework.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
1.2	Civil Work.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
1.3	Electrical Work.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
1.4	Mechanical Work.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

**PROPOSAL
STAGE 1**

REFERENCE DRAWINGS

C-15 "Stage I Support Area Construction Plan"
S-10 "Electrical Distribution Building Plan and Details"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
2.1	Construct Access Road and Parking Area.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
2.2	Civil/Site Work Electrical Distribution Building.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
2.3	Temporary Fence.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
2.4	<u>Solvent Extraction Vendor Support Area</u>		
2.4.1	Site Work.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____

2.4.2 Civil Work. Lump Sum Price at \$ _____

(words)
\$ _____ dollars

2.4.3 Electrical Work. Lump Sum Price at \$ _____

(words)
\$ _____ dollars

**PROPOSAL
STAGE 2**

REFERENCE DRAWING

C-16 "Stage 2: Barn Demolition Plan"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
3.1	Decontamination of Barn.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
3.2	Construct & Remove Gravel Pad.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
3.3	Demolition of Barn.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
3.4	Transportation and Disposal of Barn Demolition Debris to Local Disposal Facility. (Removed as Construction Debris).	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

**PROPOSAL
STAGE 3**

REFERENCE DRAWINGS

- C-17 "Stage 3: Stormwater Diversion and Excavation Plan"
M-5 "Site Water Pumping Station Plan, Sections and Details"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
4.1	Prepare Temporary Stockpile Areas for Contaminated Soils.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
4.2	Plug Outlet from Lower Lagoon and Lower and Middle Outlet Pipes from Upper Lagoon.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
4.3	Excavate Area 1C, Fill and Stabilize including Rip Rap Outlet.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
4.4	Install Sheet Piling for Clean Water Diversion. Install and Connect Clean Water Piping from Clean Water Collection Riser to MH2. Provide Temporary Pump and Piping for Clean Water Diversion from MH2 to Existing Outlet in Area 1C. Install Dirty Water Collection Riser to MH1.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

4.5 Construct Berm A. Lump Sum Price at \$ _____

 (words)
 \$ _____ dollars

4.6 Excavate Area 1D. Install Forcemain and Waste Piping from Treatment Building to Pump Station. Install Discharge Piping and MH#4. Provide Temporary Pump and Piping from MH4 to Existing Outlet in Area 1C.
 Lump Sum Price at \$ _____

 (words)
 \$ _____ dollars

4.7 Drain Lower Lagoon. Lump Sum Price at \$ _____

 (words)
 \$ _____ dollars

4.8 Install Temporary Pump and Piping from Upper Lagoon to Pump Station. Lump Sum Price at \$ _____

 (words)
 \$ _____ dollars

4.9 Excavate Contaminated Soils from Lower Lagoon and Increase Storage Capacity. Lump Sum Price at \$ _____

 (words)
 \$ _____ dollars

Excavate Area 1B.

STAGE 4

REFERENCE DRAWING

C-18 "Stage 4: Lower Lagoon Modification and Pump Station Construction"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
5.1	Remove Berm 1A.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
5.2	Fill Area 1B. Construct Modifications to Lower Lagoon. Install Piping from Lower Lagoon to Pump Station. Install Piping from Lower Lagoon to MH3.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
5.3	Install MH3 and Connect Piping from MH2 and MH4. Install Piping from MH3 to Outlet.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
5.4	Construct Berm B.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

- 5.5 Install Temporary Pump and Piping from MH1 to Lower Lagoon to Put Dirty Water Diversion On-Line. Put Pumping Station and Lower Lagoon On-Line.

Lump Sum Price at \$ _____

(words)
\$ _____ dollars

- 5.6 Discontinue Temporary Piping from Upper Lagoon to Pump Station. Discontinue Use of Existing Inlet/Outlet Structure from Upland Marsh to Upper Lagoon. Pump Out Upper Lagoon to Prepare for Excavation. Discontinue Use of Upper Lagoon for Stormwater Collection and Storage.

Lump Sum Price at \$ _____

(words)
\$ _____ dollars

**PROPOSAL
STAGE 5**

REFERENCE DRAWING

C-19 "Stage 5: Upper Lagoon Modification and Excavation Plan"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
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6.1	Excavate Contaminated Soils from Upper Lagoon and Increase Storage Capacity. Excavate Area 2B1.	
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Lump Sum Price at \$ _____

(words)

\$ _____ dollars

**PROPOSAL
STAGE 6**

REFERENCE DRAWING

C-20 "Stage 6: Excavation/Stormwater Control Plan"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
	Construct Modifications to Upper Lagoon. Install Upper Lagoon Outlet Pipe. Rip Rap Drainage Channel to Lower Lagoon.		
7.1		Lump Sum Price at	\$ _____

		(words)	
		\$ _____ dollars	
	Tie in Stub Out of MH1 to Upper Lagoon for Dirty Water Diversion Inlet. Discontinue Temporary Pumping Out of MH1 to Lower Lagoon. Put Upper Lagoon On-Line to Collect and Store Stormwater.		
7.2		Lump Sum Price at	\$ _____

		(words)	
		\$ _____ dollars	
7.3	Construct Berm C.	Lump Sum Price at	\$ _____
	Construct Berm D.	_____	
		(words)	
		\$ _____ dollars	
7.4	Fill Area 2B1 and Prepare Area for Temporary Stockpile.	Lump Sum Price at	\$ _____

		(words)	
		\$ _____ dollars	

7.5 Excavate Area 1A. Lump Sum Price at \$ _____
Excavate Area 1E. _____

(words)
\$ _____ dollars

STAGE 7

REFERENCE DRAWINGS

- C-21 "Stage 7: Final Support Area Construction and Winterization Plan"
- C-3.1 "Stage 3 Grading Plan Block C, H, F1, F2, G and Debris Wash Area"
- C-3.2 "Stage 3 Grading Plan Block B, D and K"
- S-15 "Vehicle Wash Station"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
8.1	Construct Remainder of Support Area. Install Temporary Covers over Stockpiles.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
8.2	Prepare Site for Winter Shutdown.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

**PROPOSAL
STAGE 8**

REFERENCE DRAWING

- C-22 "Stage 8: Excavation/Stormwater Control Plan
- P-11 "PFD Pre-Treatment and Post-Treatment, Soil Handling"

REFERENCE SPECIFICATIONS:

02250 Solvent Extraction and Debris Washing, Feedstock Preparation, Delivery and Post-Treatment Handling.

14500 Contaminated Soil Handling and Processing Equipment

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
9.1	Materials Handling, Screening and Crushing	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
9.2	Excavate Portion of Area 2B. Prepare Area 2B1 for Temporary Stockpiling. Stockpile Treated Soil on Area 2B1.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
9.3	File Area 2B2 with Treated Soil from Temporary Stockpile located on Area 2B1.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

**PROPOSAL
STAGE 9**

REFERENCE DRAWING

- C-23 "Stage 9: Excavation/Stormwater Control Plan"
- P-11 "PFD Pre-Treatment and Post-Treatment, Soil Handling"

REFERENCE SPECIFICATIONS

02250 Solvent Extraction and Debris Washing, Feedstock Preparation, Delivery and Post-Treatment Handling

14500 Contaminated Soil Handling and Processing Equipment

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
10.1	Materials Handling, Screening and Crushing.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
10.2	Excavate Remainder of Area 2B2. Fill Area 2B2 with Treated Soil from Temporary Stockpile Located on Area 2B1. Remove Berm B.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____

**PROPOSAL
STAGE 10**

REFERENCE DRAWING

- C-24 "Stage 10: Excavation/Stormwater Control Plan"
- P-11 "PFD Pre-Treatment and Post-Treatment, Soil Handling"

REFERENCE SPECIFICATIONS

02250 Solvent Extraction and Debris Washing, Feedstock Preparation, Delivery and Post-Treatment Handling

14500 Contaminated Soil Handling and Processing Equipment

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
11.1	Materials Handling, Screening and Crushing.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
11.2	Construct Berm E.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
11.3	Excavate Area 2D. Excavate Area 2C. Fill Area 2B2 with Treated Soil from Temporary Stockpile Located on Area 2B1.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

**PROPOSAL
STAGE 11**

REFERENCE DRAWING

- C-25 "Stage 11: Excavation/Stormwater Control Plan"
- P-11 "PFD Pre-Treatment and Post-Treatment, Soil Handling"

REFERENCE SPECIFICATIONS

02250 Solvent Extraction and Debris Washing, Feedstock Preparation, Delivery and Post-Treatment Handling

14500 Contaminated Soil Handling and Processing Equipment

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
12.1	Materials Handling, Screening and Crushing.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
12.2	Excavate Area 2A1.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

**PROPOSAL
STAGE 12**

REFERENCE DRAWING

- C-26 "Stage 12: Excavation/Stormwater Control Plan"
- P-11 "PFD Pre-Treatment and Post-Treatment, Soil Handling"

REFERENCE SPECIFICATIONS

02250 Solvent Extraction and Debris Washing, Feedstock Preparation, Delivery and Post-Treatment Handling

14500 Contaminated Soil Handling and Processing Equipment

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
13.1	Materials Handling, Screening and Crushing.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
13.2	Excavate Area 2A2. Fill Areas 2A1 and 2A2 with Treated Soil from Temporary Stockpile.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

PROPOSAL
STAGE 13

REFERENCE DRAWINGS

C-27 "Stage 13: Excavation/Stormwater Control Plan"

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
14.1	Fill Area 2A2 with Treated Soil from Temporary Stockpile.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
14.2	Clean and Demobilize Materials in Soil Process Support Area.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____
14.3	Clean and Decontaminate Materials Handling Equipment.	Lump Sum Price at _____ (words) \$ _____ dollars	\$ _____

14.4 Discontinue Use of Dirty Water Collection Riser and Diversion Pipe to Upper Lagoon. Excavate Contaminated Soils Adjacent to Dirty Water Collection Riser. Plug Upper Lagoon Outlet to Lower Lagoon. Pump out Lower Lagoon to Treatment Building.

Lump Sum Price at \$ _____

(words)
\$ _____ dollars

14.5 Clean Lower Lagoon.
Connect Lower Lagoon Outlet to Rip-Rap Channel.

Lump Sum Price at \$ _____

(words)
\$ _____ dollars

14.6 Clean Upper Lagoon.
Connect Upper Lagoon Outlet to Rip Rap Channel.

Lump Sum Price at \$ _____

(words)
\$ _____ dollars

14.7 Remove Sheet Piling.
Tie-in Clean Water Diversion Piping to Upper Lagoon.

Lump Sum Price at \$ _____

(words)
\$ _____ dollars

**PROPOSAL
FINAL SITE GRADING**

REFERENCE DRAWINGS

- C-28 "Final Grading and Drainage Plan"
- C-40 "Final Grading Sections Designated Areas"
- C-42 "Final Grading Plan Upland Marsh"
- C-43 "Final Grading Plan Upper Lagoon"
- C-44 "Final Grading Plan Lower Lagoon"

REFERENCE SPECIFICATIONS

- 12590 Final Grading Upland Marsh and Lagoons
- 02860 Designated Area Covering

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
15.1	Final Grading Lower Lagoon.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
15.2	Final Grading Upper Lagoon.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____
15.3	Final Grading Upland Marsh.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

15.4 Final Grading Lump Sum Price at \$ _____
Remaining Site
Including Loaming _____
and Seeding. _____
(words)
\$ _____ dollars

**PROPOSAL
WETLANDS RESTORATION
REFERENCE DRAWINGS**

C-50 "Site Plan Disturbed Wetland Restoration"

REFERENCE SPECIFICATIONS

02901 Wetland Restoration

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
16.1	Wetlands Restoration.	Lump Sum Price at _____ _____ (words) \$ _____ dollars	\$ _____

**PROPOSAL
ALTERNATES**

ALTERNATE NO. 1:

ITEM NO.	WORK OR MATERIAL	QUANTITY & PRICE	AMOUNT
---------------------	-----------------------------	-----------------------------	---------------

16.1	The Bidder is Requested to Submit a Price for Supplying a Payment and Performance Bond(s) for the Full Value of the Contract.		
------	---	--	--

Lump Sum Price at \$ _____

_____ (words)

\$ _____ dollars

PROPOSAL

Subcontractors

The Bidder proposes that he will perform the majority of the work at the project site with his own forces and that specific portions of the work not performed by the Bidder shall be listed below with name of proposed subcontractor:

WORK SUBCONTRACTED

1. _____ Name: _____
Address: _____

2. _____ Name: _____
Address: _____

3. _____ Name: _____
Address: _____

4. _____ Name: _____
Address: _____

5. _____ Name: _____
Address: _____

6. _____ Name: _____
Address: _____

7. _____ Name: _____
Address: _____

Exceptions - Exceptions to the Contract Documents shall be listed below. If no exceptions are taken, Bidder shall state, "No Exceptions to the Contract Documents."

Bidder: _____

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Date: _____

III

CONSTRUCTION GENERAL TERMS AND CONDITIONS

CENTRAL MAINE POWER COMPANY

**CONSTRUCTION
GENERAL TERMS AND CONDITIONS**

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ARTICLE 1 - THE AGREEMENT

This Agreement covers the Contractor's performance of work for the Owner, as provided hereunder, including all supplemental addenda hereto and all general and special provisions pertaining to the work or materials therefor.

1. 1 **Drawings and Specifications:** The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, materials, equipment and transportation necessary for the proper execution of the work, unless specifically noted otherwise.
 - (a) **Adequacy:** Owner will be responsible for the adequacy of the design and for the sufficiency of the Drawings and Specifications.
 - (b) **Discrepancies:** Any discrepancies, inconsistencies, or ambiguities found between the Drawings and Specifications and the site conditions shall be immediately reported to the Owner's Field Engineering Supervisor, who shall promptly correct such inconsistencies or ambiguities in the Drawings or Specifications in writing. Any work done after such discovery or after the Contractor should have reasonably expected to make such discovery, unless authorized, will be done at the Contractor's risk.
 - (c) **Additional Instructions:** Owner may issue additional instructions during the progress of the work by means of Drawings or other media necessary to illustrate changes in the work.
 - (d) **Copies Furnished to Contractor and Ownership:** Unless otherwise provided, the Contractor will be furnished, free of charge, all required copies of Drawings and Specifications necessary for the execution of the work. All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are not to be used on any other project and, with the exception of the signed Agreement, sets are to be returned to him on request at the completion of the work. The Contractor shall keep one copy of all Drawings and Specifications on the work in good order, available to the Engineer and to Engineer's representative.
1. 2 **Execution, Correlation:** The Agreement may be executed in duplicate, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with all the requirements of the Agreement.

The Agreement provisions are complementary, and what is required by any

one shall be as binding as if required by all. In the event of any inconsistency between the provisions of the Agreements, the order of Supremacy shall be the Purchase Order, these Terms and Conditions, the Attachments and Appendices, and then the Contractor's bid or proposal.

In the event of conflict between any Drawings and the Specifications, the Specifications shall govern; provided, however, that if an item is included only in either the Specifications or Drawings, it shall be treated as if it were incorporated in both and the work shall be required of the Contractor.

ARTICLE 2 - OWNER

The Owner is the person or organization identified as such in the Agreement. The term Owner means the Owner or an authorized representative.

2. 1 **Services Required of the Owner:** The Owner shall provide the lands shown on the Drawings or described in the Specifications upon which the work under the Agreement is to be performed and to be used for right-of-way access. Any delay in furnishing these lands by the Owner will be deemed proper cause for adjustment in the Agreement Sum and in the time of completion.

Unless otherwise specified, the Owner will establish base lines necessary for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work.

The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

2. 2 **Owner's Right to Correct Deficiencies:** Upon failure to perform the work in accordance with the Agreement, including any requirements with respect to the Schedule of Completion, and after seven days' written notice to the Contractor, the Owner may, without prejudice to any other remedy it may have, correct such deficiencies in work intended to become a permanent part of the project. In such case an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

If, within one (1) year after the date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement, any of the work is found to be defective or not in accordance with the Agreement, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

All such defective or non-conforming work shall be removed from the site if necessary and the work shall be corrected to comply with the Agreement without cost to the Owner.

The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

If the Contractor does not remove such defective or nonconforming work within a reasonable time fixed by written notice from the Owner, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Owner may upon ten additional days written notice sell such materials or equipment at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor including compensation for additional architectural and/or engineering services. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect an appropriate reduction in the Agreement Sum; or if the amount is determined after final payment, it shall be paid by the Contractor.

2. 3 Owner's Termination Rights: The Owner shall have the right to terminate this Agreement immediately upon written notice to the Contractor, if the Contractor:
- (a) is adjudged a bankrupt, becomes insolvent, admits he cannot pay his debts or assigns his assets for the benefit of his creditors;
 - (b) disregards or is guilty of a substantial breach of a provision of the Agreement or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction; or
 - (c) fails to provide a qualified superintendent, enough properly skilled workmen or subcontractors, or proper materials, or fails to make prompt payment therefor.

In the event of termination of the Agreement by the Owner because of Contractor's default or breach, the Owner may take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method

and means Owner may select. In such case the Contractor shall not be entitled to receive any further payment that may be due as provided by the Agreement, until the work is finished.

If the unpaid balance of the Agreement Sum shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

For Owner's convenience, Owner may terminate this AGREEMENT in whole or in part by giving the Contractor twenty-four (24) hours notice. In such event Owner shall make payment to the Contractor for all costs incurred prior to such termination reasonably allocable to the work performed, under recognized accounting practices. This provision shall not be deemed to limit or otherwise affect the Owner's right to terminate this Agreement for breach or default by the Contractor.

2. 4 Owner's Right to Suspend Work: The Owner may at any time suspend the work or any part thereof, immediately and verbally for reasons of safety, or by giving reasonable notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner shall reimburse the Contractor for reasonable expenses directly incurred by the Contractor in connection with the work under this Agreement as a result of such suspension.

When the whole or any portion of the work is suspended for any reason, the Contractor shall properly cover, secure, and protect or cause to be so protected, such work as may be liable to sustain injury from any cause.

2. 5 Owner's Right To Inspect Work: Except as may be otherwise provided herein, all work furnished by the Contractor will be subject to inspection, examination and testing by the Owner at all times during the construction and all places where construction is carried on. The Owner has the right to reject defective work including defective material and workmanship furnished by the Contractor, or require its correction. Rejected work shall be satisfactorily corrected and rejected material shall be satisfactorily replaced by the Contractor with proper material without charge therefor. The Contractor shall promptly segregate and remove all rejected material from the site.

The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor and materials necessary for the safe and convenient inspection that may be required by the Owner. All inspection by the Owner will be performed in such manner as will not unnecessarily delay the work.

Should it be considered necessary or advisable by the Owner at any time before

final acceptance of the entire work to make an examination of the work already completed, by removing or tearing out same, the Contractor shall on request furnish all necessary facilities, labor, and materials to perform such examination. If the work subject to such examination is found to be defective or non-conforming in any material respect, due to the fault of the Contractor or his subcontractors, such uncovering or destruction and reconstruction shall be at the expense of the Contractor. If, however, such work exposed and examined is found to be satisfactory, the Company will pay the Contractor the cost of such uncovering or destruction and reconstruction.

2. 6 **Owner's Audit Rights:** Owner reserves the right and Contractor shall allow Owner to audit, or cause to have audited, any and all items related to aspects of this Agreement to assure Contractor's compliance therewith. These items shall include, but not be limited to, property, books, records, and computerized data files. This provision shall remain in effect for two (2) years following final payment for the work described in this Agreement. This provision does not apply to the calculations used to determine firm lump sum prices for work performed under this Agreement except to the extent that knowledge of the amount of taxable portions of Contractor's invoicing is necessary.

ARTICLE 3 - CONTRACTOR

The Contractor is the person or organization identified as such in the Agreement. The term Contractor means the Contractor or an authorized representative.

3. 1 **Review of Agreement:** The Contractor shall carefully study and compare the provisions of the Agreement and shall at once report to the Owner any error, inconsistency or omission Contractor may discover. The Contractor shall not be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions which are reported to Owner. The Contractor shall do no work without Drawings, Specifications or modifications.
3. 2 **Supervision:** All work shall be done under the direct supervision of the Contractor. The Contractor shall be responsible for construction means, methods, techniques, procedures, and safety, and for coordinating all portions of the work under the Agreement.
3. 3 **Superintendent:** When required by Owner, the Contractor shall employ a qualified superintendent and any necessary assistants, who are acceptable to the Owner, to be in attendance at the project site during the progress of the work. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be considered as given to the Contractor.

Important communications shall be confirmed in writing. Other communications will be so confirmed upon written request, on a case-by-case basis, by the Owner. It shall be the responsibility of the superintendent to

coordinate the work of all the Subcontractors. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.

3. 4 **Subcontracts**: The Contractor shall submit a list of those work items which he plans to subcontract and the names of subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of the Owner. The Owner shall promptly notify the Contractor in writing if, after due investigation, Owner has reasonable objection to any subcontractor on such list and does not accept him. Failure of the Owner to make objection promptly shall constitute acceptance of such subcontractor.

If the Owner refuses to accept any subcontractor on the list submitted by the Contractor, the Contractor shall submit an acceptable substitute and the Agreement Sum shall be increased or decreased by the difference in cost occasioned by such substitute and an appropriate change order shall be issued; however, no increase in the Agreement Sum shall be allowed for any substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or list of names as required.

The Contractor is responsible to the Owner for the acts and deficiencies of his subcontractors, and any of their direct and indirect employees, to the same extent Contractor is responsible for the acts and deficiencies of Contractor's employees. The Contractor shall obtain agreement from the subcontractors that they will comply with the requirements of this Agreement.

Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the Owner.

3. 5 **Contractor's Right To Terminate the Agreement**: The Contractor may terminate the Agreement upon ten days' written notice to the Owner for any of the following reasons:
- (a) if an order of any court or other public authority having jurisdiction, or any act of government caused the work to be stopped or suspended for a period of three months through no act or fault of the Contractor or Contractor's employees;
 - (b) if the Owner should fail to act upon any request for payment within thirty days after it is presented in accordance with these terms and conditions; or
 - (c) if the Owner should fail to pay the Contractor any sum within thirty days after its award by arbitrators.
3. 6 **Emergencies**: The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency affecting the safety of persons and property. In all cases Contractor shall notify the

Owner of the emergency as soon as practicable, but shall not wait for instructions before proceeding to properly protect both life and property. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in the section for changes in the work.

3. 7 **Removal of Equipment:** In the case of termination of this Agreement from any cause whatsoever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of Contractor's equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.
3. 8 **Cooperation:** The Contractor shall cooperate with the Owner and any other contractors as directed by the Owner, who will establish the rights of the various interests involved. The Contractor shall properly connect and coordinate his work with work done by others.
3. 9 **Use of Premises:** The Contractor shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits and directions of the Owner and shall not unreasonably encumber the premises with his materials.
- 3.10 **Layout of Work:** It shall be the responsibility of the Contractor to lay out and locate all structures and facilities and establish all grades for the same.
- 3.11 **Information Required of Contractor:** The Contractor shall promptly furnish weights, bills of material and such other data as are reasonably required. When required, the Contractor shall furnish instructions for the installation, operation, care and maintenance of, and lists of recommended spare parts, for the material or equipment. Unless otherwise specified, four copies of such data shall be furnished.
- 3.12 **Independent Contractor:** Contractor shall at all times be an Independent Contractor and be responsible for all acts or omissions of its agents, employees, and subcontractors. No act or instruction of Owner shall be deemed to be the exercise of supervision or control of performance hereunder.

ARTICLE 4 - MATERIALS, LABOR AND WORKMANSHIP

4. 1 **Materials and Labor:** Unless otherwise specifically noted, the Contractor shall provide and pay for all materials, labor, equipment, tools, water, heat, utilities, transportation and other facilities necessary for the proper execution and completion of the work. The Contractor is responsible for providing workers, who must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any subcontractor or persons employed by subcontractors.

Owner reserves the right to require the removal of any personnel of the Contractor who in Owner's opinion may be incompetent, careless, not qualified to perform the work assigned, or who may have engaged in improper conduct.

4. 2 **Substitution**: Certain products have been referred to by name and catalog number in the detailed specifications. No substitutes shall be made without prior written approval of the Owner.
4. 3 **Samples**: All samples called for in the Specifications shall be furnished by the Contractor to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
4. 4 **Shop Drawings**: The Contractor shall provide shop drawings, setting schedules and other such drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings or Specifications. Deviations from the Drawings and Specifications shall be called to the attention of the Owner at the time of first submission of the drawings. The Owner's review of any Drawings shall not release the Contractor from responsibility for such deviations.

By approving and submitting Shop Drawings, the Contractor thereby represents that Contractor has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will so do, and that he has checked and coordinated each Shop Drawing with the requirements of the work and of the Agreement.

4. 5 **Cutting and Patching**: The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon, or reasonably implied by, the Drawings and Specifications for the completed structure or any other provisions of the Agreement.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

The Contractor shall not endanger any work by cutting, excavating or otherwise altering the work and shall not cut or alter the work of any other contractor save with the consent of the Owner.

4. 6 **Warranty/Guarantee**: All materials and equipment furnished under this Agreement shall be new and free from defects, shall pass without objection in the trade, and shall be fit for the ordinary purpose for which such materials and equipment are used. If requested by Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment supplied. Materials or equipment not conforming with the provisions of the Agreement, which are not equal to samples reviewed by the Owner, or which are in any way unsatisfactory, or (only with respect to material or equipment designed,

engineered or specified by Contractor) which are unsuited to the purpose for which they are intended, shall not be furnished or installed and will be considered defective.

In the event of a breach of Contractor's obligation hereunder, Owner may, at its option, either return the defective goods for credit or require prompt replacement of the defective goods. This remedy shall not be construed to be a limitation of any other remedy otherwise available to Owner including the right to sue for damages.

Contractor warrants that craft, technical, supervisory and professional personnel that are provided are highly qualified to perform the work assigned and Contractor warrants that all work performed hereunder shall be of high quality, free from defects, errors or omissions, and in conformance with this Agreement.

Upon written notice from Owner, Contractor shall make promptly and without charge, all necessary changes, corrections, and replacements (including installation of replacement parts) required to make good all defects in the material or equipment or in workmanship for a period of two years from the date of final acceptance of the project by Owner or for one year from the date of full operation, whichever occurs first. Owner shall notify Contractor of all such defects within three months of the discovery of any breach of these warranties.

Contractor shall make good all defects of which it has received notice within the aforementioned warranty periods.

CONTRACTOR MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), EXCEPT AS OTHERWISE SET FORTH UNDER THIS AGREEMENT.

4. 7 **Rejected Work and Materials:** Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Owner, and the work shall be re-executed by the Contractor at Contractor's expense. Should the Contractor fail to remove rejected work or materials within ten days after written notice to do so, the Owner may remove them and may store the materials.
4. 8 **Tests:** The Contractor shall ascertain by tests or otherwise as agreed to by Owner and Contractor that the material and equipment are in full accordance with the Agreement. Where practicable, all tests shall be made at the place of manufacture. The Contractor shall provide all facilities, apparatus and labor reasonably required for tests and shall bear all expense thereof, except salaries

and expenses of representatives of the Owner. The Contractor shall give the Owner at least one week's advance notice before shipment. Up to forty-eight (48) hours after receipt of such notice the Owner may require performance of tests to be witnessed by his representatives and/or require the Contractor to furnish three (3) certified copies of all tests for approval, prior to shipment. There shall be no additional charges for such witness tests or certified copies except as set forth in the Contractor's proposal. However, the Owner will bear the expense of tests conducted on his own premises, except salaries and expenses of representatives of the Contractor.

4. 9 **Packing and Marking**: All material and equipment to be furnished by the Contractor shall be packed, crated or otherwise suitably protected to withstand shipment to the destination. Each package, crate or part shall be marked plainly with the name of the consignee, shipping destination, the Owner's order number, and such other markings as are required. Complete packing lists, one copy with each package and two (2) copies by mail to the Owner at time of shipment, shall be supplied showing contents and identity of each package.
- 4.10 **Work Stoppage**: Contractor's personnel shall not honor any union picket lines or strikes nor take part in any work slow down or stoppage nor refuse to report for work, unless such action is protected by any state or federal labor relations law. Notwithstanding the preceding sentence, it shall be the obligation of the Contractor to supply a qualified work force. Owner may terminate this Agreement if Contractor fails to provide a qualified work force within 24 hours of Owner's notification to Contractor that a qualified work force has not been supplied.

ARTICLE 5 - INSURANCE

5. 1 **Contractor's Liability Insurance**: Contractor shall purchase and maintain the following insurance as protection from claims which may arise directly or indirectly out of the Contractor's operations under this Agreement:
1. Commercial General Liability Insurance listing Owner as additional named insured as its interest may appear, or Owner's/Contractor's Protective Liability Insurance listing Owner as additional named insured as its interest may appear;
 2. Business Automobile Liability Insurance listing Owner as additional named insured as its interest may appear;
 3. Workers' Compensation and Employers' Liability Insurance;
 4. Pollution Liability Insurance, if specifically required and listing Owner as additional named insured as its interest may appear;
 5. Professional Liability Insurance, if specifically required and listing Owner as additional named insured as its interest may appear;
 6. Watercraft Liability Insurance, if specifically required and listing Owner as additional named insured as its interest may appear;
 7. Aircraft Liability Insurance, if specifically required and listing Owner as

additional named insured as its interest may appear.

Contractor shall purchase and maintain the above insurance with at least the minimum coverage required by Appendix A of these terms and conditions. The insurance carriers providing the required coverage for the Contractor shall be rated B+13 or higher by "A. M. Best's Guide to Insurance Companies". Proof of satisfaction of these requirements shall be provided to Owner in the form of a Certificate(s) of Insurance. Owner must have the Certificate(s) of Insurance before the Contractor begins performance under this Agreement. The Certificate(s) of Insurance must indicate that no material change or cancellation of the insurance coverage can be effective without ten (10) days written notice to Owner.

- 5.2 **Property Insurance:** The Owner shall purchase and maintain property insurance subject to the policy deductible for the replacement value on all property in which the Owner has an insurable interest. Perils insured against shall be on an "all risk" basis subject to specific exclusions.

Any insured loss shall be made payable by the insurance carrier to the Owner.

The Owner and Contractor waive all rights against each other and any trade contractors and subcontractors for damages to the extent covered by insurance under this Article.

ARTICLE 6 - LEGAL RESPONSIBILITY AND SAFETY

- 6.1 **Indemnification:** Contractor shall defend (at Owner's option), indemnify and hold harmless Owner, its officers, directors, employees and agents, from and against all costs, liabilities, expenses, claims and demands, rights and causes of action of any kind (including cost of defense, settlement and reasonable attorney's fees and costs), which Owner may incur as a result of bodily injury, sickness, disease or death to any person (including employees of Contractor), or of injury to or destruction of tangible property including the loss of use therefrom, or of contamination of or adverse effects on the environment, arising out of the negligent or willful acts or omissions in the performance of work, provision of services or furnishing of materials and equipment under this Agreement or out of a breach of any representation or warranty set forth in this Agreement by Contractor, or anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable, including but not limited to any and all subcontractors utilized in the performance of Contractor's obligations, or in any other way related to this Agreement.

The Contractor shall defend (at Owner's option), indemnify and hold harmless Owner, its officers, directors, affiliates, employees and agents from and against all costs, liabilities, expenses, claims and demands, rights and causes of action of any kind (including cost of defense, settlement and reasonable attorneys' fees and costs), which Owner may incur as a result of Contractor's negligent,

willful, or knowing non-compliance with statutes, laws, regulations, permits and ordinances relating to the work which is the subject of this Agreement and the employment of labor in connection therewith.

Contractor will not suffer any liens to be placed against the project and shall defend, indemnify, and hold Owner, its officers, directors, employees and agents, harmless from and against all liens of subcontractors hired directly by the Contractor for work on the project.

It is the intention of the parties to this Agreement that these indemnity provisions apply to and include, without limitation, claims, damages, causes of action and/or liability asserted against Owner by or on behalf of agents, employees, subcontractors or other persons acting on behalf of Contractor, and Contractor hereby explicitly waives and releases any and all statutory or common law immunities or defenses granted to Contractor as an employer under the Maine Worker's Compensation Act, 39 M.R.S.A. § 1, et seq.

The obligation of the Contractor to indemnify and hold harmless the Owner under this paragraph shall not extend to the acts or omissions of any architect or engineer, their agents or employees, arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by said architect or engineer to the extent that said architect or engineer is not under the direct or indirect control of the Contractor through contract or otherwise.

6. 2 Patents and Royalties: If any design, device, material or process covered by letters patent or copyright is used by the Contractor, Contractor shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner. The Contractor shall pay all royalties and license fees. The Contractor shall defend, indemnify and hold harmless the Owner from and against all liability, claims, and losses for infringement of any patent rights, except that the Owner shall be responsible for all such loss when a particular design, process or product of a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, Contractor shall be responsible for such loss unless he promptly gives such information to the Owner.
6. 3 Permits: All permits, governmental fees and licenses necessary for the proper execution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified in the agreement.
6. 4 Compliance with Laws: The Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules, regulations and orders bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary

changes shall be adjusted by appropriate modification.

6. 5 **Written Notice:** Written notice shall be considered as duly served when delivered in person or sent by registered mail to the individual, member of the firm or officer of the corporation for whom it was intended, or to the last known business address.
6. 6 **Safety:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and shall provide all necessary protection to prevent damage, injury or loss to:
- (a) all employees on the work and all other persons who may be affected thereby;
 - (b) all the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his subcontractors; and
 - (c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall submit to Owner, Material Safety Data Sheets for all materials and chemicals used in connection with the work prior to delivery of these materials to any Owner location. Contractor shall also comply with Owner's chemical labeling procedures. Owner will make available copies of the following to Contractor's working at Owner's locations where these materials are used or stored:

- (i) the chemical labeling procedure;
- (ii) the locations of the Material Safety Data Sheets; and
- (iii) the list of chemicals at the work location.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other materials or equipment is necessary for the execution of the work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly

qualified personnel.

In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer and Owner prompt written notice of any significant changes in the work or deviations from the Agreement caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

All equipment used on this project must be maintained and operated so as to provide maximum safety for workers and the public.

At a minimum, and not as a substitute for Contractor's independent responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with the work, the Contractor shall comply with the Owner's Working Rules for Contractors, Respiratory Protection Policy, Eye Protection Policy, Confined Space Entry Policy, Written Hazard Communication Program, Fire Prevention and Fire Protection Guideline, Traffic Control Procedure, and CMP Policy for the Removal and Disposal of Asbestos Materials.

The Contractor shall comply with the Owner's requests for information pursuant to Owner's obligations under the Maine Public Utilities Commission Accident Reporting Requirements promulgated as Chapter 130 of the MPUC Rules and Regulations.

All damage or loss to any property referred to in clauses 6.6(b) and 6.6(c) caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall not load or permit any part of the work to be loaded so as to endanger its safety.

ARTICLE 7 - TIME

- 7.1 **Notice To Proceed:** Following execution of the Agreement by the Owner and the Contractor, Written Notice To Proceed with the work shall be given by the Owner to the Contractor. The date to commence work is the date established in the Notice. If there is no Notice to Proceed, it shall be the date of the Agreement or such other date as may be established therein.

7. 2 **Agreement Time:** The Agreement Time is the period of time allotted in the Agreement for completion of the work.
7. 3 **Schedule of Completion:** The Contractor shall submit, at such times as may reasonably be requested by the Owner, schedules showing the order in which the Contractor proposes to carry out the work, with dates at which the Contractor will start the various parts of the work, and the estimated date of completion of each part.
7. 4 **Substantial Completion:** Substantial completion shall have occurred when the work is substantially completed in accordance with the Agreement such that the Project or the specified portion thereof can be utilized for the purposes for which it is intended. At that time, a Certificate of Substantial Completion shall be issued by the Owner. The Certificate does not relieve the Contractor of his obligation to complete all the work. It entitles the Owner to occupy the work or designated portions thereof for the use for which it is intended.
7. 5 **Progress and Completion:** It is expressly understood by the Contractor that time is of the essence in the performance of this Agreement.

The Contractor shall begin the work on the date of commencement set forth in the Written Notice to Proceed. The Contractor shall carry the work forward expeditiously with adequate forces and shall complete it within the Agreement Time.

If a date or time of completion is included in the Agreement, it shall be the date of Substantial Completion as defined herein, including authorized extensions thereto, unless otherwise provided.

7. 6 **Delays and Extension of Time:** If the Contractor is delayed at any time in the progress of the work, written notice thereof, including an explanation of the cause and the anticipated duration of the delay, shall be given promptly to the Owner by the Contractor, but in no event later than five (5) days after such delay becomes apparent. Failure to give such notice promptly and within such time limit shall be deemed sufficient reason for denial by Owner of an extension of time for performance.

If the Contractor is delayed by any act or neglect of the Owner, his employees, or a separate contractor employed by the Owner, or by changes ordered in the work, or by labor disputes, fire, unusual delays in transportation, or any causes beyond the Contractor's control, or by delay authorized by the Owner then the Agreement Time shall be extended by change order for such reasonable time agreed to by the Owner and Contractor.

Failure of Contractor's subcontractors or materials and equipment supplier to meet Agreement schedules shall not be cause for an extension of time. Contractor acknowledges that he has sole responsibility for expediting the

efforts of subcontractors, suppliers, and others, including Owner, whose timely performance is essential to Contractor's compliance with Agreement schedules.

ARTICLE 8 - PAYMENTS

8. 1 **Agreement Sum**: The Agreement Sum is stated in the Agreement and is the total amount payable by the Owner to the Contractor for the performance of the work under the Agreement.

Before the first Application for Payment, the Contractor shall submit a complete breakdown of the Agreement Sum showing the value assigned to each part of the work including an allowance for profit and overhead. Upon approval of the breakdown of the Agreement Sum by the Owner, it shall be used only as a basis for the Contractor's Application for Payment.

For lump-sum Agreements the Contractor is to provide invoicing showing material costs and the total cost of the project or applicable portion thereof.

8. 2 **Payments**: On or before the tenth day of each month, the Contractor shall submit to the Owner an itemized Application for Payment showing the percentage and value of the work completed during the previous month, including materials received and stored on the job site.

Thirty (30) days after acceptance of the Application for Payment, the Owner shall make payment to the Contractor of ninety (90) percent of the amount so certified. Payment may be withheld and may be paid directly to third parties in accordance with Paragraph 8.3.

Final payment shall be made thirty (30) days after final acceptance of the work.

The Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the Owner upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to in this Article 8 as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor; or by any other person performing the work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

8. 3 **Payments Withheld**: The Owner may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

(a) defective work not remedied;

- (b) third party claims filed or reasonable evidence indicating probable filing of such claims;
- (c) failure of the Contractor to make payments due to subcontractors, material suppliers or employees;
- (d) damage to another contractor;
- (e) reasonable indication that the work will not be completed within the Agreement Time;
- (f) unsatisfactory prosecution of the work by the Contractor;
- (g) failure of the Contractor to submit estimates of partial payments, or lack of accurate supporting data;
- (h) invoicing which is incorrect; or
- (i) breach of any term or condition of this Agreement.

When the above grounds are removed, or the Contractor provides a bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for such amounts withheld.

In addition to the Owner's right to withhold payments under clause 8.3(c), the Owner may pay directly to subcontractors, material suppliers or employees payments due from Contractor for performance under this Agreement, and shall set off such amounts against the final payment to Contractor.

- 8. 4 **Payment Disclaimer:** In no event shall payment or partial payment by Owner for any material or service rendered by Contractor be construed as Owner's acceptance of that material or service. Such payment by Owner to Contractor in no way releases Contractor from any of its obligations under this Agreement.
- 8. 5 **Substantial Completion and Final Payment:** When the Contractor determines that the work or a designated portion thereof acceptable to the Owner is substantially complete, the Contractor shall prepare for submission to the Owner a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Agreement. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of final Application for Payment, the Owner will promptly make such inspection and, when Owner finds the work acceptable under the Agreement and the Agreement fully performed, Owner will make final payment.

Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the Owner (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment and (3), if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Owner. If any subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

If after substantial completion of the work final completion thereof is materially delayed through no fault of the Contractor, the Owner shall, without terminating the Agreement, make payment of the balance due for that portion of the work fully completed and accepted.

The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- 1) outstanding liens;
- 2) faulty or defective work;
- 3) failure of the work to comply with the requirements of the Agreement; or
- 4) terms of any warranties or guarantees required by the Agreement.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

8. 6 Reimbursable Costs and Overhead:

8.6.1 Reimbursable Costs: In cost-plus-fixed fee or cost-plus-percentage agreements, or when in determining costs of extra work, or work performed against allowances, Reimbursable Costs shall be defined as the sum of the following: Labor, material and miscellaneous costs, less all rebates, refunds, and return deposits. All claims for reimbursement shall be supported by invoices and payrolls.

1. Labor costs shall include only the following:

- a. Payroll wages of workmen employed directly on the Work at the Job Site.

- b. Payroll wages or salaries of superintendents, foremen or other supervisory personnel engaged full-time at the Job Site in direct supervision of the Work on permanent or temporary assignment approved by the Owner.
 - c. Traveling and living expenses of workmen or supervisory personnel necessarily imported for the Work from outside the Job Site jurisdiction and with the approval of the Owner.
 - d. All payroll charges such as Social Security payments, unemployment insurance, workmen's compensation premiums, pension and retirement allowances, vacation and sick leave allowances applicable to wages paid to employees engaged directly on the Work at the Job Site.
2. Material costs shall include only the following, which shall be obtained by the Contractor at the most favorable prices available, subject to approval of the Owner:
- a. Cost of all materials furnished by the Contractor and permanently incorporated into the Work.
 - b. Cost of all materials furnished by the Contractor for temporary construction, less the salvage value of any such material retained or resold by the Contractor with the approval of the Owner.
3. Miscellaneous costs shall include only the following:
- a. Rental costs, at rental rates approved by the Owner, for equipment hired or owned by the Contractor, while used in the Work or retained at the Job Site exclusively for use in the Work, plus cost of fuel and normal maintenance if not included in the rental rates.
 - b. Cost of transportation to the Job Site of materials and rental equipment necessary exclusively for the Work, and the return of rental equipment to the location from which it is obtained.
 - c. Cost of all fees, permits, inspection, insurance, and taxes necessary exclusively for the Work, and paid by the Contractor.
 - d. All other costs incurred by the Contractor in connection with the Work (excluding without limitation those costs defined as overhead) which costs are specifically approved in writing by the Owner.

e. Cost of all work subcontracted by the Contractor with the approval of the Owner.

8.6.2 **Overhead**: Shall include all items normally understood as constituting overhead and without limiting the generality of the foregoing shall include the services and expenses of the Contractor, his officers, engineers, surveyors, timekeepers, accountants, auditors, general and trade superintendents, and all similar personnel not engaged full-time at the job site in performing or supervising the Work. It shall include expenses incurred by the Contractor in procuring and accounting for materials and labor for the Work, exclusive of cost and transportation of materials and labor, and shall include the transportation, depreciation and loss of all tools other than rental equipment.

8.6.3 **Claims for Payment of Reimbursable Costs**: Shall be submitted in the form prescribed by the Owner, including itemized cost breakdown, together with supporting data.

ARTICLE 9 - CHANGES IN THE WORK

9.1 **Change Orders**: The Owner reserves the right to order changes in the work through additions, deletions or other revisions. All such changes in the work shall be authorized by change order, and shall be executed under the applicable conditions of the Agreement. The Agreement Sum and Agreement Time of completion affected by the change shall be adjusted at the time the change order is executed.

A change order is a written order to the Contractor signed by the Owner, issued after the execution of the Agreement, authorizing a change in the work and/or an adjustment in the Agreement Sum or Agreement Time. A change order may also be signed by the Contractor if the Contractor agrees to the adjustment in the Agreement Sum or the Agreement Time. The Agreement Sum and the Agreement Time may be changed only by a change order that is signed by both the Owner and the Contractor.

The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:

- 1) By mutual acceptance of a lump sum properly itemized;
- 2) By unit prices stated in the Agreement or subsequently agreed upon; or
- 3) By cost and a mutually acceptable fixed or percentage fee.

If unit prices are stated in the initial Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed change order that application of the agreed unit prices to the quantities of work

proposed will create a hardship on the Owner or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship. However, the Owner shall have the right to adjust the quantities provided in the Agreement by as much as 20% without a corresponding change in the unit price for the item(s) involved.

9. 2 **Differing Site Conditions**: Should concealed conditions encountered in the performance of the work below the surface of the ground be at variance with the conditions indicated by the Agreement or should unknown physical conditions below the surface of the ground of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement be encountered, the Agreement Sum shall be equitably adjusted by change order upon claim by either party made within twenty days after the first observance of the conditions.
9. 3 **Claims for Additional Costs**: If the Contractor claims that additional costs are involved because of (1) any written interpretation of the Agreement issued by the Owner or (2) any order by the Owner to stop the work where the Contractor was not at fault, or (3) any other event the Contractor shall submit such claim by giving the Owner written notice thereof within seven (7) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property. No such claim for additional compensation shall be valid unless so made. Any change in the Agreement Sum resulting from such claim shall be authorized by change order.

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10. 1 **Governing Law**: This Agreement shall be governed by and construed according to the laws of the State of Maine.
10. 2 **Non-Assignment**: The Contractor shall not assign this Agreement in whole or in part nor any right hereunder without the prior written consent of Owner. The assignment by the Contractor of this Agreement or any interest therein, or of any money due or to become due by reason of the terms hereof without written consent of Owner shall be void.
10. 3 **Cleaning Up**: The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of his work the Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials, tools, construction equipment, machinery, and surplus materials, leaving the site smooth, clean and true to line and grade.
10. 4 **Performance and Payment Bonds**: The Owner may require the Contractor to furnish performance, payment, or other bonds, in such amounts and form and

with such surety, as it may require. If such bond was required, by instructions given previous to the receipt of bids, the premium shall be paid by the Contractor; if subsequent thereto, it shall be paid by the Owner.

10. 5 Interest: Any moneys not paid when due to either party under this Agreement shall bear interest at the legal rate in force at the place of the project.
10. 6 Arbitration: All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided herein, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in force unless the parties mutually agree otherwise. Any arbitration proceedings shall take place in Augusta, Maine. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

The Contractor shall not cause a delay of the work because of the pendency of arbitration proceedings, but Contractor shall only continue working until the arbitrators shall have an opportunity to determine whether or not the work shall continue during the pendency of the arbitration proceedings.

The demand for arbitration shall be filed in writing with the adverse party, and with the American Arbitration Association and shall be served by registered mail to the last known address of each. The demand shall be made within a reasonable time after the dispute has arisen. In no case, however, shall the demand be made later than the time of final payment, except as may be otherwise expressly stipulated in the Agreement.

The arbitrators, if they deem the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall consider proper for the time, expense and trouble incident to the arbitration, and, if the arbitration was demanded without reasonable cause, damages for delay and other losses. The arbitrators shall assess the costs and charges of the arbitration upon either or both parties. In no case shall punitive damages be awarded to either party in any arbitration resulting from performance under this Agreement.

The award of the arbitrators shall be in writing and acknowledged like a deed to be recorded and a duplicate shall be delivered personally or by registered mail forthwith upon its rendition to each of the parties to the controversy and to the Owner. Judgment may be rendered upon the award by the Federal Court or the highest State Court having jurisdiction to render same.

10. 7 Separate Agreements: The Owner may award other agreements in connection with other portions of the project. The Contractor shall cooperate with other

contractors with regard to storage of materials and equipment and the execution of their work. It shall be the Contractor's responsibility to inspect all work by other contractors affecting his work and to report to the Owner any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Owner of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed.

Should the Contractor cause damage to the work or property of any separate contractor on the project, the Contractor shall, upon due notice, settle with such separate contractor by agreement or arbitration, if Contractor will so settle. If such separate contractor sues the Owner or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor who shall defend such proceedings at the Owner's expense, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court or arbitration costs which the Owner has incurred.

10. 8 Taxes:

1. All purchases of tangible personal property for resale to the Company pursuant to this Agreement in the form of tangible personal property should be made tax free using Contractor's valid Maine Resale Certificate. The Owner is the holder of valid Direct Pay Permit #40006 which allows the Company to purchase tangible personal property exclusive of sales and use tax and then determine and pay the proper sales and use tax directly to the Bureau of Taxation. As a result, Contractor should not include in its invoice to the Owner sales or use tax on tangible personal property being resold to the Company as tangible personal property.
2. Neither the Owner's Direct Pay Permit nor Contractor's Resale Certificate may be used in connection with the purchase of tangible personal property which is to be incorporated into real estate prior to the passage of title to the Owner. When Contractor purchases tangible personal property which is to be incorporated into the real estate pursuant to this Agreement before title passes to the Owner, Contractor should not use its Resale Certificate, but rather pay the tax at the time of purchase. When Contractor purchases tangible personal property which is to be incorporated into the real estate pursuant to this Agreement after the property is sold to and title passes to the Owner, the sales and use tax treatment outlined in paragraph 1 applies. That is, Contractor should purchase the property tax free for resale pursuant to its valid Maine Resale Certificate and not include any sales or use tax in its invoice to the Owner.

The Contractor, with respect to his own employees agrees to assume full

responsibility for the payment of any Federal or State payroll taxes, or contributions, for unemployment insurance, old age pensions, annuities, and the like, in conformity with existing social security laws, and to indemnify the Owner against any liability therefore.

- 10.9 **Delivery of Material and Equipment:** When it is the responsibility of the Contractor under the Agreement to unload material and equipment at the work site such unloading shall be done expeditiously. If, in the opinion of the Owner, failure to so unload will interfere with the progress of the work, the Owner may unload such material and equipment at the Contractor's expense and the Contractor shall reimburse the Owner for the actual cost thereof plus overhead.

All loss or damage to the material or equipment to be furnished by the Contractor, prior to its delivery as specified in the Agreement (and prior to and during erection if included in the Agreement and if due to the fault or negligence of the Contractor or his employees), shall be remedied by the Contractor.

- 10.10 **Wages and Hours:** Wage rates established at the beginning of the Work will not be changed without the approval of the Owner. The Work will be performed on a 40-hour week basis insofar as possible and no overtime will be worked without prior approval of the Owner. This paragraph shall not be applicable in the event that the Agreement provides for a lump-sum or unit price agreement for the Work.

- 10.11 **Work Records:** It is understood and agreed that job accounting, job costs keeping and the scheduling and purchasing of materials entering into the Work or incidental thereto will be carried on in accordance with the Owner's instructions. The Owner may have a field auditor representing it in the work office on the work site for the purpose of facilitating the foregoing and the Contractor will give him such assistance and cooperation as the Owner shall require. All payrolls entering directly into the cost of the Work shall be carried in the name of the Contractor. This paragraph shall not be applicable to lump-sum or unit price portions of the Work.

- 10.12 **Limitation of Liability:** The liability of the Owner and the Contractor and their respective agents and employees, with respect to any and all claims arising out of this Agreement, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, shall in no event include consequential or incidental damages.

- 10.13 **Interference with Operations:** Interference with normal operation of the Owner's plant or equipment, and that of all contractors or subcontractors on the work site, shall be avoided wherever possible. The Contractor shall not operate any of the Owner's plant or equipment or control devices, or those of any other contractor or subcontractor on the work site except at the direction of

and under the immediate supervision of the Owner.

- 10.14 **Setoff**: Owner may set off against amounts payable to any persons under this Agreement any claim or charge it may have against Contractor.
- 10.15 **Equal Opportunity**: Contractor shall comply, to the extent applicable, with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and any regulations, and reporting requirements implemented thereunder. The equal opportunity and affirmative action clauses contained in Title 41, Chapter 60, Sections 1.4, 250.4, and 741.3 of the Regulations of the U.S. Department of Labor, Office of Federal Contract Compliance, and any section or sections superseding or amending the same, are hereby incorporated by reference and made a part hereof as though fully set forth herein.
- 10.16 **Entire Agreement**: This Agreement constitutes the entire agreement between the parties for the work to be performed hereunder, and supersedes any prior communications, whether written or oral, between the parties as to such services.
- This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.
- 10.17 **Waiver**: No waiver, alteration, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the party to be bound.
- 10.18 **Rights, Privileges, Remedies**: All rights, privileges and remedies afforded each of the parties hereto by this Agreement shall be deemed cumulative and the exercise of any one or more of such rights or remedies shall not be deemed a waiver of any other right, privilege or remedy provided for herein or available at law or in equity.
- 10.19 **Failure to Complain**: Unless otherwise provided in this Agreement, the failure of any party hereto to complain of any act or omission on the part of the other party hereto, no matter how long the same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by any party hereto at any time, express or implied, of any default or of any breach or modification of any provision of the Agreement shall be deemed a waiver of default, breach or modification of any other provision of this Agreement or a consent to any subsequent default, breach or modification.
- 10.20 **Severability**: In the event any provision hereof shall be declared invalid, that provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect.

- 10.21 **Third Party Benefits:** Except as may be specifically provided for herein, no provision of this Agreement is intended or is to be construed to be for the benefit of any third party.
- 10.22 **Force Majeure; Impracticability; Excuse:** Contractor shall not be charged with any liability for failure to perform when such failure is due to any cause beyond the control and without the fault or negligence of Contractor, except that adverse weather shall not be deemed a cause beyond the control of Contractor for purposes of this Agreement unless the adverse weather is unusually severe; and provided that the Contractor shall have used its best efforts, and rendered to Owner prompt notice in writing when it appears that such cause will result in non-performance under this Agreement. If any such non-performance shall threaten to impair Owner's ability to operate, Owner shall have the right at its option and without being under any liability to Contractor to cancel by notice in writing to Contractor the portion or portions of the work so affected and to take such compensatory action as may be necessary. Correspondingly, Owner shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

ARTICLE 11 - EXCEPTIONS

ARTICLE 12 - ACCEPTANCE

This Agreement is accepted by the authorized representatives of the Owner and Contractor:

For the Owner: Central Maine Power Company

By: _____ **Date:** _____
Title: _____

For the Contractor:

By: _____ **Date:** _____
Title: _____

**CENTRAL MAINE POWER COMPANY
APPENDIX A
INSURANCE TO BE PROVIDED BY
THE CONTRACTOR/SUPPLIER/CONSULTANT**

CENTRAL MAINE POWER COMPANY
APPENDIX A
INSURANCE TO BE PROVIDED BY
THE CONTRACTOR/SUPPLIER/CONSULTANT

TYPE OF INSURANCE	MINIMUM LIMITS AND COVERAGE	
	CONTRACT	
	0-500,000	500,001+
<p>1. Commercial General Liability OR Owner's/Contractor's Protective Liability Combined Single Limit Bodily Injury and Property Damage</p> <p>Coverage shall include:</p> <p style="margin-left: 20px;">I. Contractual Coverage II. Products and Completed Operations III. Explosion, Collapse and Underground Hazards, if applicable</p> <p>Central Maine Power Company shall be listed as an additional named insured as its interest may appear.</p>	\$1,000,000	\$5,000,000
<p>2. Business Automobile Liability (For all Owned, Non-Owned and Hired Automobiles)</p> <p>a. Combined Single Limit Bodily Injury and Property Damage</p> <p>Central Maine Power Company shall be listed as an additional named insured as its interest may appear.</p>	\$1,000,000 each occurrence	
<p>3. Workers' Compensation</p> <p>Including the following coverage, if applicable; Federal Longshoreman's and Harbor Workers' Act, Jones Act, or similar employee benefit acts which may be required by law.</p> <p>Employers' Liability</p>	Statutory Requirements	
<p>4. Pollution Liability Coverage. (If deemed applicable by Owner)</p> <p>Limit to be determined on a per contract basis</p> <p>Central Maine Power Company shall be listed as an additional named insured as its interest may appear.</p>		
<p>5. Professional Liability. (If deemed applicable by Owner)</p> <p>Combined Single Limit</p> <p>Central Maine Power Company shall be listed as an additional named insured as its interest may appear.</p>	\$1,000,000	
<p>6. Watercraft Liability. (If deemed applicable by Owner) (For all Owned, Non-Owned and Hired Watercraft)</p> <p>Combined Single Limit</p> <p>Central Maine Power Company shall be listed as an additional named insured as its interest may appear.</p>	\$1,000,000	
<p>7. Aircraft Liability. (If deemed applicable by Owner) (For all Owned, Non-Owned and Hired Aircraft)</p> <p>Combined Single Limit</p> <p>Central Maine Power Company shall be listed as an additional named insured as its interest may appear.</p>	\$2,000,000	

IV
TECHNICAL SPECIFICATIONS



SECTION B

SOLVENT EXTRACTION CONTRACTOR BID DOCUMENTS

REQUEST FOR PROPOSAL NO. 95A02-AT

**from:
CENTRAL MAINE POWER COMPANY**

BID DOCUMENTS

FOR

**SOLVENT EXTRACTION SERVICES
FOR O'CONNOR COMPANY SUPERFUND SITE
SOURCE CONTROL REMEDIATION**

SUBMITTED TO:

(contractors pre-approved by GEI)

SUBMITTED BY:

Andrew K. Towt, Buyer

Date:

PROPOSAL DUE DATE: Day?, Month ??, 1995 BY 2:00 P.M.

INTRODUCTION

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SECTION IV	TECHNICAL SPECIFICATIONS

I

INSTRUCTIONS TO BIDDERS

**INSTRUCTIONS TO BIDDERS
95A02-AT**

A. GENERAL

1. Basis of bid shall be per the Proposal Form included in this Request for Quotation. The Proposal Form must be completed and submitted as part of bid.
2. If you do not anticipate quoting on this project, please return this Proposal stating "no bid" with an authorized signature for Owner's records.
3. Title to all plans, reports, data, and other documents related to the work described herein shall pass to Central Maine Power Company upon completion of the work.
4. The successful bidder will be required to execute a formal Agreement embodying the requirements of the Bid Documents and subsequent Proposal. This will include execution of a Technical Services Agreement between Central Maine Power and the bidder.
5. The successful bidder will be required to furnish a payment and performance bond. The premium for said bond will be added to the Agreement price.
6. A prebid meeting to familiarize bidders with the project site, review the overall project remedy, review documents included as a part of this RFP, and to discuss the work included in the bid package will be on (day) (month) (date) (year) from (time) to (time) at (location). A site visit is a planned part of this meeting. Full consideration of bid proposals shall include evaluating attendance at this meeting.
7. Additional Information:
 - a. Requests for additional technical information should be directed to:

Normand Michaud, Construction Manager
Technical Services Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 621-4400

- b. Requests for additional commercial information should be directed to:

Andrew Towt
Purchasing Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 626-9612

B. SCHEDULE FOR DELIVERY

1. The successful bidder, after award of Agreement, will meet with Central Maine Power Company's Project Coordinator to schedule the services as outlined in the Contract Documents.

C. PROPOSAL

1. One (1) original and three (3) copies of your Proposal for the services requested shall be received by the Purchasing Department at the Central Maine Power Company's North Augusta Office Annex, 41 Anthony Avenue, Augusta, Maine, 04330-9475, until 2:00 p.m. no later than Day?, Month? Day?, 1995.
2. Bids must be received on or before the date stated. Post marks will not be considered.
3. Bids must be submitted in sealed envelopes, bearing on the outside the RFQ number, the name of the project, the name of the bidder, and the bidder's address. Such bids must be enclosed in another envelope if sent by mail, as inadvertently they might be opened as regular mail.
4. Bidders must inform themselves fully of the conditions relating to the project under which the services will be performed. Failure to do so will not relieve a successful bidder from its obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents, and to complete the contemplated work for the consideration set forth in its bid.
5. All work must be performed in accordance with the Consent Decree lodged on December 7, 1990, and entered on September 3, 1992, with the Explanation of Significant Differences (ESD) signed by EPA Regional Administrator John P. DeVillars on July 11, 1994, and with Section I.4.e(3)(a) of the revised Statement of Work (RSOW) dated October 20, 1994. These documents are included as _____.

6. Owner shall make available to Bidder such documents and information generated for the project that relates to the identity, location, quantity, nature or characteristics of any hazardous materials at, on, or under the site and other reports, data studies, plans, specifications, documents and other information on surface and subsurface site conditions which may assist Bidder in the proper performance of its services. Owner, however, assumes no responsibility or liability for their accuracy or completeness, and all such documents and information will remain the property of the Owner.

All previous documents generated for the project are available at Central Maine Power Company, North Augusta Office Annex, Augusta, Maine, for Bidders to review. Coordinations to review documents can be made by contacting that party listed in A.7.a. of this instruction to bidders.

7. Bidders shall indicate the portions of work which will be subcontracted, if any; and shall list the name, address, qualifications, and affiliation of subcontractor.

D. SCHEDULES AND TIME OF COMPLETION

E. APPROVAL OF MATERIALS

Bidders wishing to obtain approval of materials and equipment other than those specified in Section IV shall submit their request to that party listed in A.7.a. of this instruction to bidders.

F. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

1. Work is to be executed as per Contract Documents without changes therefrom without having first received written permission from the Owner. Where detailed information is lacking, before proceeding with work, refer the matter to that party listed in A.7.a. of this instruction to bidders.

2. The Terms and Conditions of the Technical Services Agreement executed between Central Maine Power Company and the successful bidder will apply with equal force to Contractor and Subcontractor work, extra work and the like, that may be specified herein, performed in or about the O'Connor Company Superfund Site.
3. Central Maine Power will not be an arbiter in establishing subcontract limits between Contractor and Subcontractor.

G. REJECTION

Central Maine Power Company reserves the right to reject any or all bids and to waive any informalities in bidding.

H. OPENING AND AWARD OF CONTRACT

1. Bids will be opened on, or soon after the date and at the place specified in these Instructions to Bidders.
2. Bids will be opened at a private opening.
3. Analysis for award of Agreement will include, but will not be solely limited to, price of the services to perform the requested work. Full consideration will also be given to: alternative proposals; proposal quality and innovativeness; service responsiveness and completeness; interviews with references; commercial / contractual considerations; and other considerations as may be appropriate.

I. BID WITHDRAWAL

No bid may be withdrawn unless agreed to by Central Maine Power Company and the Bidder.

J. BIDDERS

The Owner is restricting the bidders on this project to an invited list of Contractors which have been prequalified by agents working on behalf of Central Maine Power. Each Bidder will be responsible for obtaining subbids and material quotations if needed.

K. RESUMES

The Bidders shall provide the resume(s) of key personnel that they propose to utilize should they be awarded this contract.

L. ADDITIONAL INFORMATION

M. REGULATIONS

All OSHA, Federal, State, local and Central Maine Power Company Rules, Regulations, and codes must be strictly adhered to.

Q. INVOICING

Each invoice shall provide an itemization of labor, material, and equipment applicable to that invoice period.

II

PROPOSAL FORM

III

TECHNICAL SERVICES AGREEMENT

**TECHNICAL SERVICES AGREEMENT
O'CONNOR COMPANY SUPERFUND SITE
SOLVENT EXTRACTION**

BETWEEN

**CENTRAL MAINE POWER COMPANY
EDISON DRIVE
AUGUSTA, MAINE 04336**

AND

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TECHNICAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____ day of _____, 19____, by and between Central Maine Power Company (hereinafter referred to as the Owner), Edison Drive, Augusta, Maine 04336, and _____, having its principal offices in _____, (hereinafter referred to as the "Contractor"), for solvent extraction treatment services on the O'Connor Co. Superfund Site in Augusta, Maine.

ARTICLE I DESCRIPTION OF SERVICES

1.1 The Contractor agrees to provide material, equipment and supplies, and to perform solvent extraction treatment services during the term of this Agreement as shall be authorized by Owner and agreed to by the Contractor. All correspondence which requests a change in the financial terms, reimbursement or compensation shall be sent to Purchasing with a copy to the individual responsible for the project.

1.2 Owner shall authorize Contractor to perform services by issuing a purchase order describing the scope of the work. The Contractor shall acknowledge and identify each individual work authorization by assigning a Job Order Number or the next consecutive suffix number to the Job Order Number.

ARTICLE II CHANGES IN THE WORK

2.1 Owner shall have the right to make changes in the Scope of the Work. No changes shall be made except with the written consent of Owner.

2.2 If Contractor claims that any instructions by drawings or otherwise approved or issued by Owner after the date of the Agreement will involve extra cost or time for performance under this Agreement, the Contractor shall give written notice to Owner including an estimate of changed cost or time thereof within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, unless otherwise directed by Owner, and except in an emergency endangering life or property. No such claim for additional compensation or time shall be considered unless so made. If the change as ordered by Owner increases or decreases the cost of the work or time for performance, a fair and reasonable amount, as agreed upon by Owner and Contractor, shall be added to or subtracted from the compensation or completion date established in this Agreement.

2.3 If, within ten (10) days after Contractor has provided an estimate of changed cost and/or time, the parties are unable to conclude a mutually satisfactory agreement, Contractor shall proceed with the work as changed or modified until the differences are resolved.

ARTICLE III
TERM OF THE AGREEMENT

3.1 This Agreement shall continue in effect until thirty days after the completion of and payment for any work which has been authorized. Notwithstanding the above, Owner shall have the right to suspend or terminate this Agreement or any work hereunder at any time in accordance with the Termination or Suspension provisions of this Agreement.

3.2 The Contractor shall continue to be bound by the provisions of this Agreement, to the extent applicable.

ARTICLE IV
PAYMENT FOR SERVICES

4.1 Owner agrees to compensate the Contractor for all documented services properly authorized and performed. Payment shall be made in accordance with the provisions contained in the Proposal Form of RFQ 95A08-AT.

4.1.1 The Agreement amount to be paid to Contractor shall be calculated based on the costs provided in the contractor's proposal in response to Request for Quotation _____ for the actual work performed. Said amount shall be paid in installments properly invoiced.

4.2 The Contractor shall submit to Owner a monthly invoice for charges payable in connection with services rendered during the preceding month. Each invoice shall be identified with the Owner's appropriate purchase order number and shall be certified as correct by an authorized official of the Contractor and shall be itemized to reflect the number of hours worked, by name, of all personnel supplied, with their applicable rates. All expenses shall be itemized on the invoice or shall be supported by appropriate documentation.

4.3 All invoices shall be due and payable thirty (30) days from receipt thereof by Owner, subject to Owner's right to contest in good faith all or any part of the charges set forth therein. Owner may also require Contractor to resubmit invoices which are incomplete, inaccurate or otherwise unacceptable to Owner.

ARTICLE V
WARRANTY

5.1 Contractor warrants to Owner that all materials, equipment and supplies furnished under this Agreement shall be of good quality and free from any defects; that all work shall be performed with the skill and care which would be exercised by comparable qualified technical service firms; that all personnel furnishing services under this Agreement shall be qualified and competent to perform adequately the services assigned to them; and the performance of such personnel shall, at a minimum, reflect industry standards. Owner shall have the right to require removal from the job assignment of any employee or agent of the Contractor who in the opinion of Owner may be incompetent, careless, not qualified to perform the work assigned, or who may have otherwise engaged in improper conduct.

5.2 The services provided by Contractor shall include, but not be limited to, the treatment by solvent extraction process of contaminated soil (i.e., glacial till, marine clay, fill and topsoil), sediments and debris ("Contaminated Material"). Contractor shall treat the Contaminated Materials to the clean-up goals set forth below in paragraph 5.3. The failure of Contractor to meet the clean-up goals shall be considered a default under this Agreement.

5.3 Contractor shall meet the clean-up goals for the Contaminated Material as follows:

5.3.1. Treat Contaminated Material containing greater than 50 ppm PCBs, 10 ppm cPAHs, 248 ppm lead, to less than 2 ppm PCBs and 10 ppm cPAHs.

5.3.2 Treat Contaminated Material containing less than 50 ppm PCBs, and containing greater than 10 ppm cPAHs and 248 ppm lead, to less than 10 ppm PCBs and cPAHs.

5.3.3 Treat Contaminated Material containing greater than 10 ppm PCBs and/or cPAHs, and containing less than 248 ppm lead, to less than 10 ppm PCBs and cPAHs.

5.4 Without limiting the rights and remedies of the Owner provided by law, if any batch of material fails to meet the clean-up goals after one complete treatment process cycle, Contractor may, at Contractor's option, retreat the batch for one (1) additional complete treatment process cycle. The Contractor may use the same or different process parameters for the retreatment cycle. The Contractor may not mix or blend the batch to be retreated with other feed stock material. The Contractor may, at its expense, mix or blend the batch with other treated material that did not achieve the clean-up goals. Further treatment may only be undertaken with Owner's written permission and shall be at Contractor's expense. Payment will be made only for treatment of contaminated material that meets the clean-up goals after no more than two (2) complete treatment process cycles as set forth herein.

5.5 Neither Owner's acceptance or payment for services or materials provided hereunder shall relieve Contractor of its liability for breach of these warranties.

5.6 These warranties shall remain in effect for two (2) years following final payment for the work described in the Agreement.

ARTICLE VI
INSURANCE & BONDING

6.1 The Contractors shall obtain and maintain in effect for the term of this Agreement the insurance coverage required by Appendix A. Such insurance shall be obtained from an insurance carrier with a Best's rating of B+13 or higher. The Contractor shall furnish Owner with certificates of such insurance prior to any performance under this Agreement.

6.2 The Contractor shall obtain and maintain in effect for the term of this Agreement a Performance Bond in the amount of (\$5,000,000). Such bonding shall be obtained from an agent with a Best's rating of B+13 or higher. The Contractor shall furnish owner with bond certificate, and receive Owner's approval prior to any performance under this Agreement.

ARTICLE VII
INDEMNIFICATION

Contractor shall defend (at Owner's option), indemnify and hold harmless, Owner, its affiliates, agents, employees, officers, directors, and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, judgements, penalties, fines, liens, costs and expenses (including reasonable attorneys' fees), which may be sustained by Owner by reason of injury (including death) to persons, including Contractor's employees, or damage to property or damage or injury to the environment, arising out of the performance of the services of Contractor and caused or alleged to be caused by any acts, errors or omissions, or willful misconduct of Contractor, its officers, agents, employees, subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Contractor shall report promptly to Owner by telephone or the most expeditious means any accident or unusual occurrence, including any personal injuries to any employee or any member of the public.

ARTICLE VIII
LIMITATION OF LIABILITY

8.1 The Contractor's liability for breach of the warranties set forth in this

Agreement shall be limited to those breaches, defects, errors or omissions reported to the Contractor within two (2) years after completion of a particular unit of service performed pursuant to this Agreement, provided the Contractor shall have received written notice of such breach within ninety (90) days after its discovery by Owner.

ARTICLE IX
TERMINATION FOR CAUSE

9.1 In the event of any default or breach of the terms or conditions of this Agreement by the Contractor, or in the event of any proceedings by or against Contractor in bankruptcy or insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, Owner may, in addition to any other remedy provided it by law or in equity, or other right reserved to it elsewhere in this Agreement, by telegraphic or other written notice, immediately terminate all or any part of this Agreement, and may procure the services provided for herein elsewhere.

9.2 In the event of termination, Owner shall only pay those unpaid charges accrued for work properly performed prior to the effective date of such termination. The Contractor shall continue to be bound by the provisions of this Agreement, to the extent applicable. Additionally, Contractor shall, after notice of termination, continue to perform such work as is necessary to preserve and protect work in progress, including equipment, materials, and plant constructed, or in transit, until relinquishing possession and control of same, as provided in the notice of termination.

ARTICLE X
SUSPENSION OR TERMINATION FOR CONVENIENCE

The Owner may suspend or terminate a work assignment in whole or in part at any time by giving the Contractor twenty-four (24) hours notice. In such event Owner shall make payment to the Contractor for all costs incurred prior to such termination reasonably allocable to the work assignment, under recognized accounting practices. This provision shall not be deemed to limit or otherwise affect the Owner's right to terminate this Agreement for breach or default by the Contractor. Additionally, Contractor shall, after notice of termination, continue to perform such work as is necessary to preserve and protect work in progress, including equipment, materials, and plant constructed, or in transit, until relinquishing possession and control of same, as provided in the notice of termination. The Contractor shall continue to be bound by the provisions of this Agreement, to the extent applicable.

ARTICLE XI
FORCE MAJEURE; IMPRACTICABILITY; EXCUSE

Contractor shall not be charged with any liability for failure to perform when such

failure is due to any cause beyond the control and without the fault or negligence of Contractor; provided that the Contractor shall have used its best efforts to remedy the situation, and rendered to Owner prompt notice in writing when it appears that such cause will result in non-performance under this Agreement. However, if any such non-performance shall threaten to impair Owner's ability to operate, Owner shall have the right at its option, and without being under any liability to Contractor, to cancel, by notice in writing to Contractor, the portion or portions of the work so affected, and to take such compensatory action as may be necessary. Correspondingly, Owner shall be excused for failure of performance herein due to any cause beyond its control and without its fault or negligence.

ARTICLE XII

RIGHT TO INSPECTION AND AUDIT

12.1 Owner shall at all times, during normal business hours, have the right to inspect materials or equipment provided and to review or observe the work performed by Contractor.

12.2 Owner reserves the right and Contractor shall allow Owner to audit, or cause to have audited, any and all items related to aspects of this Agreement to assure Contractor's compliance therewith. These items shall include, but not be limited to property, books, records, and computerized data files. This provision shall remain in effect for two (2) years following final payment for the work described in the Agreement.

12.3 When requested by Owner, Contractor shall provide Owner with access to personnel, property and records necessary to effectuate any Owner audit. When requested by Owner, Contractor shall provide computerized data files and programs for audit purposes using computer equipment under Contractor supervision or control. Subject to the other provisions of this Agreement which may provide for Contractor to furnish supporting documentation to Owner's address, "access" pursuant to this paragraph contemplates audits on Contractor premises during normal business hours. Owner's auditors may copy any document which can be properly audited hereunder and Owner agrees that any such copies will be used only for Owner's purposes hereunder and will not be disclosed, except in accordance with the Propriety Information provision of this Agreement. Contractor agrees that Owner shall be permitted identical audit rights in any subcontract made by Contractor for work hereunder, and shall cause the inclusion of this section in all such subcontracts after modification to reflect Owner's identification. Contractor shall notify Owner of potential subcontractors so that Owner may, if it deems it desirable, contact such subcontractors for a pre-contract visit to discuss record keeping procedures and audit measures.

ARTICLE XIII
PROPRIETARY INFORMATION

13.1 The Contractor recognizes that Owner may find it necessary or desirable to make information available to the Contractor or its personnel which is deemed to be proprietary information. In this regard, it is agreed that neither the Contractor nor its personnel shall disclose to third parties any information which may be disclosed to them or to which they are given access during the performance of this Agreement, or publish such information in any form at any time, whether during the term of this Agreement or thereafter.

13.2 Any information which is supplied by the Contractor to Owner under this Agreement and which is specifically designated in writing at the time of its transmission as proprietary in nature by the Contractor will be similarly restricted. Owner will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Owner may disclose any such information to its corporate affiliates and to owners of the facility for which the services are performed and their agents, to its employees, contractors and consultants, to the United States Nuclear Regulatory Commission or other local, state or federal regulatory agencies or instrumentalities when such disclosure is necessary in connection with the licensing, construction, operation, maintenance and repair of the facility for which the services are performed, or otherwise required by law. Owner agrees that it will cooperate with the Contractor in an effort to minimize the amount of such information which will be disclosed in any such case and to make reasonable efforts to secure confidential treatment of such information.

ARTICLE XIV
OWNERSHIP OF DOCUMENTS

Except as restricted by the Proprietary Information provision hereof, all information, data, designs, plans, drawings, specifications and other material supplied or delivered to Owner by the Contractor or its personnel pursuant to this Agreement shall be the sole property of Owner, and Owner shall have the right to use or dispose of all or any part of such materials by sale or other transfer without restriction or accountability to the Contractor. The Contractor may, for its internal purposes only, retain and use copies of all such materials for the term of this Agreement, provided that use of any materials covered by patents or copyrights belonging to Owner shall first be covered by a licensing agreement between the parties.

ARTICLE XV
PATENTED OR COPYRIGHTED ARTICLES

15.1 In the event that the Contractor uses, develops, or invents in any of the work, information, data, materials, designs, specifications, plans or drawings performed or

furnished pursuant to this Agreement any patented or copyrighted device, process or procedure, the Contractor shall obtain for or grant Owner the nonexclusive right to use such device, process or procedure, without cost to Owner.

15.2 If Owner requests the Contractor to develop any discovery or invention made or conceived by Owner or any of its employees, the Contractor shall enter into an agreement which provides for assignment to the Contractor of all rights to such discoveries or inventions. The Contractor agrees that it will promptly assign to Owner, upon Owner's request, all its rights, title and interest in any such discovery or invention that it has developed at Owner's request. Upon Owner's request, Contractor shall also render any necessary assistance to Owner in connection with the perfection of Owner's title to such discovery or invention, whether through the preparation and prosecution of letters patent, obtaining copyright protection, or otherwise. There shall be no obligation on the part of Owner to make any payment for the discovery or invention itself; however, Owner will pay all reasonable expenses incurred by the Contractor in rendering assistance to Owner in obtaining assignment of the rights, title and interest to Owner. Owner shall give to the Contractor a nonexclusive, nontransferable license to use any inventions that the Contractor develops and assigns the rights, title and interest in to Owner.

ARTICLE XVI **COMPLIANCE WITH LAWS**

16.1 Contractor agrees that it will comply with all applicable Federal, State and Municipal laws, rules, regulations, ordinances and orders in effect at the time the work is performed, including without limitation the Consent Decree in United States of America v. Central Maine Power Company, Civil No. 90-0302B, United States District Court for the District of Maine, entered September 3, 1991, as provided in Section 111, Paragraph 2, PARTIES BOUND (Consent Decree).

16.2 Contractor shall give all notices (in the name of Owner or otherwise), obtain all inspections, tests, and approvals relating to work pursuant to the Agreement which may be required by law or by the Public Authorities and generally shall comply with all laws, statutes, ordinances, rules, orders, and regulations enacted or promulgated by Federal, State, Municipal or other governmental authority relating to the work, the employment of labor in connection therewith, and the purchase, use and manufacture of materials used or furnished by Contractor or any subcontractor and relating to the preservation of the public health and safety.

16.3 Contractor shall comply, to the extent applicable, with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and its or their implementing regulations, and reporting requirements thereunder. The equal opportunity and affirmative action clauses contained in Title 41, Chapter 60, Sections 1.4, 250.4, and 741.3 of the Regulations of

the U.S. Department of Labor, Office of Federal Contract Compliance, and any section or sections superseding or amending the same, are hereby incorporated herein by reference and made a part hereof as though fully set forth where applicable.

ARTICLE XVII
COMPLIANCE WITH OWNERS RULES

17.1 Personnel provided by the Contractor shall abide by all rules and regulations applicable to the facility for which the services are performed. All work performed hereunder will be undertaken in full cooperation with the organization operating the facility and with the least possible interference with the continuity and efficiency of other work conducted at the unit site.

17.2 Contractor shall conform to the applicable occupational safety and health standards promulgated pursuant to the Federal Occupational Safety and Health Act of 1970 and the O'Connor Co. Superfund Site Remedial Action Project Operations Plan.

ARTICLE XVIII
NOTICES

All communications and notices by the Contractor to Owner shall be addressed as follows:

18.1 Technical data, engineering design data, reports and other similar documents shall be addressed as follows:

Normand G. Michaud
Construction Manager
Central Maine Power Company
41 Anthony Avenue
Augusta, ME 04330-9475

18.2 Rate change requests, purchase order correspondence and any other material containing commercial considerations shall be addressed to:

Andrew K. Towt
Purchasing Department
Central Maine Power Company
41 Anthony Avenue
Augusta, ME 04330

With a copy addressed to the individual having project responsibility as noted in 18.1.

18.3 Invoices shall be addressed to:

Accounts Payable
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336

With a copy addressed to the individual having project responsibility as noted in 18.1.

18.4 All communications and notices by Owner to the Contractor shall be addressed as follows:

Either party may change the address set forth by notice to the other, and all notices and communications shall be in writing or by telegraph.

ARTICLE XIX
ALTERATION OF TERMS

None of the Terms and Conditions of this Agreement, nor the attachments or Appendices may be added to, modified, superseded or otherwise altered except with the prior written consent of CMP.

ARTICLE XX
WAIVER

No waiver by the Owner, whether express or implied, of any of the terms or conditions of this Agreement, shall be or be construed to be a continuing waiver, nor deprive Owner of the right to enforce or rely upon any such terms or conditions thereafter.

ARTICLE XXI
DELEGATIONS; SUBCONTRACTS; ASSIGNMENTS

Contractor shall not without the written consent of Owner make any Agreement with any other person for furnishing any of the services covered by this Agreement or assign this Agreement in whole or in part or any right hereunder.

ARTICLE XXII
INDEPENDENT CONTRACTOR

Contractor shall at all times be an independent contractor and responsible for all acts or omissions of its agents, employees, and any subcontractors. No act or order of Owner shall be deemed to be the exercise of supervision or control of performance hereunder.

ARTICLE XXIII
TAXES

Any tax or other governmental charge imposed upon the services provided hereunder shall be paid by Contractor.

ARTICLE XXIV
SET-OFF

Owner may set off against amounts payable to any person under this Agreement any claim or charge it may have against Contractor.

ARTICLE XXV
SEVERABILITY

In the event any provision hereof shall be declared invalid, such provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect.

ARTICLE XXVI
ENTIRE AGREEMENT

26.1 This Agreement constitutes the entire agreement between the parties for the services to be provided hereunder, and supersedes all prior communications, whether written or oral, between the parties as to such services.

26.2 This Agreement shall include: the applicable Owner's purchase order; these Terms and Conditions; the Attachments and Appendices; Owner's Services specifications which, for the purposes of this Agreement, includes project drawings, specifications, Project Operations Plan and the Consent Decree; and the Contractor's bids or proposals. In the event of conflict between these documents, the order of supremacy shall be the purchase order(s), the Terms and Conditions, the Attachments and Appendices, Owner's Services specifications, and then the Contractor's bid or proposal.

26.3 This Agreement may be executed in duplicate, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

ARTICLE XXVII
CHOICE OF LAW

This Agreement shall be governed by and construed according to the laws of the State of Maine.

ARTICLE XXVIII
SIGNATURE

IN WITNESS THEREOF, the said parties have hereto set their hands and seals.

FOR CENTRAL MAINE POWER COMPANY

By: _____

Title: _____

Date: _____

Witness: _____

FOR CONTRACTOR

By: _____

Title: _____

Date: _____

Witness: _____

APPENDIX A

**INSURANCE TO BE PROVIDED
BY THE CONTRACTOR/SUPPLIER/CONSULTANT**

CENTRAL MAINE POWER COMPANY
APPENDIX A
INSURANCE TO BE PROVIDED BY
THE CONTRACTOR/SUPPLIER/CONSULTANT

TYPE OF INSURANCE	MINIMUM LIMITS AND COVERAGE	
	CONTRACT	
	0-500,000	500,001+
1. Commercial General Liability OR Owner's/Contractor's Protective Liability Combined Single Limit Bodily Injury and Property Damage Coverage shall include: I. Contractual Coverage II. Products and Completed Operations III. Explosion, Collapse and Underground Hazards, if applicable Central Maine Power Company shall be named as an additional insured as its interest may appear.	\$1,000,000	\$5,000,000
2. Business Automobile Liability (For all Owned, Non-Owned and Hired Automobiles) a. Combined Single Limit Bodily Injury and Property Damage	\$1,000,000 each occurrence	
Central Maine Power Company shall be named as an additional insured as its interest may appear.		
3. Workers' Compensation Including the following coverage, if applicable; Federal Long- shoreman's and Harbor Workers' Act, Jones Act, or similar employee benefit acts which may be required by law. Employers' Liability	Statutory Requirements	
4. Pollution Liability Coverage.	\$5,000,000	

IV

TECHNICAL SPECIFICATIONS



SECTION C

WASTE DISPOSAL CONTRACTOR BID DOCUMENTS

REQUEST FOR PROPOSAL NO. 95A03-AT

**from:
CENTRAL MAINE POWER COMPANY**

BID DOCUMENTS

FOR

**WASTE DISPOSAL SERVICES
FOR O'CONNOR COMPANY SUPERFUND SITE
SOURCE CONTROL REMEDIATION**

SUBMITTED TO:

(contractors pre-approved by GEI)

SUBMITTED BY:

Andrew K. Towt, Buyer

Date:

PROPOSAL DUE DATE: Day?, Month ??, 1995 BY 2:00 P.M.

INTRODUCTION

You are invited to submit your proposal to provide waste disposal services for the O'Connor Company Superfund Site Source Control Remediation in accordance with Request for Proposal No. 95A03-AT and all documents included therein.

Please submit one (1) original and three (3) copies to:

Purchasing Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
Attn: Andrew Towt

Bids are due by 2:00 p.m. on (day), (month) (day), (year)

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SECTION II	PROPOSAL FORM
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I

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
95A03-AT

A. GENERAL

1. Basis of bid shall be per the Proposal Form included in this Request for Quotation. The Proposal Form must be completed and submitted as part of bid.
2. If you do not anticipate quoting on this project, please return this Proposal stating "no bid" with an authorized signature for Owner's records.
3. Title to all plans, reports, data, and other documents related to the work described herein shall pass to Central Maine Power Company upon completion of the work.
4. The successful bidder will be required to execute a formal Agreement embodying the requirements of the Bid Documents and subsequent Proposal. This will include execution of a Waste Treatment and Disposal Agreement between Central Maine Power and the bidder.
5. The successful bidder will be required to furnish a performance bond. The premium for said bond will be added to the Agreement.
6. A prebid meeting to familiarize bidders with the project site, review the overall project remedy, review documents included as a part of this RFP, and to discuss the work included in the bid package will be on (day)
(month) (date) (year) from (time) to (time) at (location).
A site visit is a planned part of this meeting. Full consideration of bid Proposals shall include evaluating attendance at this meeting.
7. Additional Information:
 - a. Requests for additional technical information should be directed to:

Normand Michaud, Construction Manager
Technical Services Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 621-4400

- b. Requests for additional commercial information should be directed to:

Andrew Towt
Purchasing Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 626-9612

B. SCHEDULE FOR DELIVERY

1. The successful bidder, after award of Agreement, will meet with Central Maine Power Company's Project Manager to schedule the services as outlined in the contract documents.

C. PROPOSAL

1. One (1) original and three (3) copies of your Proposal for the services requested shall be received by the Purchasing Department at the Central Maine Power Company's North Augusta Office Annex, 41 Anthony Avenue, Augusta, Maine, 04330-9475, until 2:00 p.m. no later than Day?, Month? Day?, 1995.
2. Bids must be received on or before the date stated. Post marks will not be considered.
3. Bids must be submitted in sealed envelopes, bearing on the outside the RFQ number, the name of the project, the name of the bidder, and the bidder's address. Such bids must be enclosed in another envelope if sent by mail, as inadvertently they might be opened as regular mail.
4. Bidders must inform themselves fully of the conditions relating to the project under which the services will be performed. Failure to do so will not relieve a successful bidder from its obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents, and to complete the contemplated work for the consideration set forth in its bid.
5. All work must be performed in accordance with the Consent Decree lodged on December 7, 1990, and entered on September 3, 1992, with the Explanation of Significant Differences (ESD) signed by EPA Regional Administrator John P. DeVillars on July 11, 1994, and with Section I.4.e(3)(a) of the revised Statement of Work (RSOW) dated October 20, 1994. These documents are included as _____.

6. Owner shall make available to Bidder such documents and information generated for the project that relates to the identity, location, quantity, nature or characteristics of any hazardous materials at, on, or under the site and other reports, data studies, plans specifications, documents and other information on surface and subsurface site conditions which may assist Bidder in the proper performance of its services. Owner, however, assumes no responsibility or liability for their accuracy or completeness, and all such documents and information will remain the property of the Owner.

All previous documents generated for the project are available at Central Maine Power Company, North Augusta Office Annex, Augusta, Maine, for Bidders to review. Coordinations to review documents can be made by contacting that party listed in A.7.a. of this instruction to bidders.

7. Owner reserves the right to award multiple contracts for services associated with this proposal.
8. Bidders shall indicate the portions of work which will be subcontracted, if any; and shall list the name, address, qualifications, and affiliation of subcontractor.

D. SCHEDULES AND TIME OF COMPLETION

E. APPROVAL OF MATERIALS

Bidders wishing to obtain approval of materials and equipment other than those specified in Section IV shall submit their request to that party listed in A.7.a. of this instruction to bidders.

F. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

1. Work is to be executed as per Contract Documents without changes therefrom without having first received written permission from the Owner. Where detailed information is lacking, before proceeding with work, refer the matter to that party listed in A.7.a. of this instruction to bidders.

2. The Terms and Conditions of the Waste Treatment and Disposal Agreement executed between Central Maine Power Company and the successful bidder will apply with equal force to Contractor and Subcontractor work, extra work and the like, that may be specified herein, performed in or about the O'Connor Company Superfund Site.
3. Central Maine Power will not be an arbiter in establishing subcontract limits between Contractor and Subcontractor.

G. REJECTION

Central Maine Power Company reserves the right to reject any or all bids and to waive any informalities in bidding.

H. OPENING AND AWARD OF CONTRACT

1. Bids will be opened on, or soon after the date and at the place specified in these Instructions to Bidders.
2. Bids will be opened at a private opening.
3. Analysis for award of Agreement will include, but will not be solely limited to, price of the services to perform the requested work. Full consideration will also be given to: alternative proposals; proposal quality and innovativeness; service responsiveness and completeness; interviews with references; commercial / contractual considerations; and other considerations as may be appropriate.

I. BID WITHDRAWAL

No bid may be withdrawn unless agreed to by Central Maine Power Company and the Bidder.

J. BIDDERS

The Owner is restricting the bidders on this project to an invited list of Contractors which have been prequalified by agents working on behalf of Central Maine Power. Each Bidder will be responsible for obtaining subbids and material quotations if needed.

K. RESUMES

The Bidders shall provide the resume(s) of key personnel that they propose to utilize should they be awarded this contract.

L. ADDITIONAL INFORMATION

The Bidder shall provide with its Proposal the following documentation:

- A copy of all permits issued by the EPA relative to the operation of disposal facilit(y/ies).
- A copy of all state and local permits relative to the operation of disposal facilit(y/ies).
- A copy of current Certificate of Insurance demonstrating compliance with Article 11.0 Insurance of the Waste Treatment and Disposal Agreement.
- A copy of current Certificate of Insurance for Bidders' motor vehicles.
- A current State of Maine Hazardous Waste Transporter Licenses for trailers and drivers.
- A copy of most recent EPA facility audit including a record of any citations issued by Federal, State, or local regulatory agencies.
- A list of penalties incurred, if any, through non-compliance.

FAILURE TO SUBMIT THE ABOVE REQUESTED INFORMATION/DOCUMENTATION OR THE SUBMISSION OF INCORRECT INFORMATION/DOCUMENTATION MAY RESULT IN AUTOMATIC DISQUALIFICATION OF THE BID PACKAGE.

M. REGULATIONS

All OSHA, Federal, State, local and Central Maine Power Company Rules, Regulations and codes must be strictly adhered to.

O. INVOICING

Each invoice shall provide an itemization of labor, material, and equipment applicable to that invoice period.

II

PROPOSAL FORM

PROPOSAL FORM

1. The payment unit price for disposal shall include all charges associated with the transportation, processing, treatment, disposal and documentation as set forth in the Contract Documents.
2. Owner reserves the right to award multiple contracts for services associated with this Proposal.
3. Based on the attached Table 1 "Anticipated Waste Streams", and other information included herein as part of these Contract Documents, Contractor shall submit a list of all waste types for which they propose to provide the waste treatment and disposal services.
4. At a minimum, the following information shall be provided for each waste type:

Description/Characterization of Waste Type
Treatment Process
Method of Disposal
Disposal Facility
Method of Transportation
Packing Requirements
Unit of Disposal
Transportation Cost
Treatment and Disposal Cost

PROPOSAL SUBMITTAL REQUIREMENTS

The prices submitted on this Proposal Form for RFP (95A03-AT) shall remain firm through the completion of work specified within these Contract Documents.

For: _____
Company

By: _____
Signature

Name: _____

Title: _____

Date: _____

Address: _____

Telephone: _____

PROPOSAL

Subcontractors

The Bidder proposes that he will perform the majority of the work for the project site with his own forces and that specific portions of the work not performed by the Bidder shall be stated below, subcontracted by the following subcontractors:

WORK SUBCONTRACTED

1. _____
Name: _____
Address: _____

2. _____
Name: _____
Address: _____

3. _____
Name: _____
Address: _____

4. _____
Name: _____
Address: _____

5. _____
Name: _____
Address: _____

6. _____
Name: _____
Address: _____

7. _____
Name: _____
Address: _____

III

WASTE TREATMENT AND DISPOSAL AGREEMENT

WASTE TREATMENT AND DISPOSAL AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, 19__ by and between CENTRAL MAINE POWER COMPANY, a Maine Corporation, hereinafter referred to as "Customer," and _____ hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, Customer has certain waste materials, hereinafter referred to as "Waste", and wishes the Waste treated and the residue disposed of; and

WHEREAS, Contractor is in the waste treatment and disposal business and is willing to accept certain of Customer's Waste for treatment and disposal;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Removal, Processing, Treatment and/or Disposal of Wastes

1.1 Contractor shall treat and dispose of such Waste as Customer shall from time to time request. All shipments of Waste must be accompanied by proper DOT, TSCA and RCRA shipping papers and labels provided by Contractor.

1.2 Each party grants the other, its agents and employees, during the term of this Agreement, reasonable access to the other party's facilities for purposes of fulfilling obligations under this Agreement. Each party agrees to comply with reasonable safety standards adopted by the other while on the other's premises. Each party further agrees to protect and hold confidential technologies observed while on the other's premises. Contractor agrees to protect and hold confidential all data on Waste received from Customer.

1.2.1 Customer shall have the right to inspect and obtain copies of all written licenses, permits or approvals, issued by any governmental entity or agency to Contractor or its subcontractors, which are applicable to the performance of this Agreement; to inspect and test, at its expense, transportation vehicles or vessels, containers or disposal facilities provided by Contractor; and to inspect the handling, loading, transportation, storage or disposal operations conducted by Contractor in the performance of this Agreement.

1.3 Except as provided in Section 1.5 herein, title, risk of loss and all other incidents of ownership to the Waste passes from Customer to Contractor as follows:

(a) If Contractor furnishes transportation, at the time that a vehicle is loaded;

(b) If transportation is provided by Customer, at the time the Waste has been received and accepted at Contractor's facility.

1.4 Except as provided in Section 1.6 herein, upon title, risk of loss and all other incidents of ownership passing from Customer to Contractor, property of any person or damage or contamination of the environment which may be caused by the Waste.

1.5 Upon title, risk of loss and all other incidents of ownership passing from Customer to Contractor, Contractor shall be deemed the owner or generator of the Waste and shall be listed as the generator of the Waste or any residue resulting from the treatment of the Waste in any subsequent treatment, transaction, transportation or disposal of the Waste or residue. For the purposes of this Agreement, the term residue shall include capacitor and transformer parts and carcasses.

1.6 Customer warrants that all Waste which may be delivered to Contractor pursuant to this Agreement shall conform to the description of Waste stated in the attached Schedule A. Within seven (7) days of receipt of the Waste, Contractor shall determine whether the Waste conforms to the description contained in Schedule A. If Contractor shall determine that the Waste does not materially conform to the description in Schedule A, Contractor shall immediately notify Customer. Contractor shall have the option, at its sole discretion, to be exercised within two (2) working days after it discovers the Waste does not conform to the description stated in Schedule A, to notify Customer it is revoking its acceptance of the Waste. Contractor shall then have the right to prepare the Waste for lawful transportation and return it to Customer within a reasonable time, unless within such time the parties agree to some alternative manner of disposition of the Waste. Customer shall pay Contractor's reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for nonconforming Waste returned to Customer or otherwise disposed of as provided herein.

1.6.1 Waste shall be considered nonconforming, for the purposes of this Agreement:

(i) if it does not conform with the description contained in Schedule A;
or

(ii) if it contains constituents or components not specifically identified in Schedule A,

(a) which increase the nature or extent of hazard and risk undertaken by Contractor in agreeing to handle, load, transport, store, treat or dispose of Waste or

(b) for whose storage, treatment or disposal Contractor's treatment and disposal facility is not designed or permitted.

1.6.2 Contractor waives its right to revoke its acceptance of Waste if Waste has

been commingled, processed or treated by Contractor.

1.7 If Customer submits to Contractor a modification to Schedule A to add other Waste Contractor shall signify its concurrence with such modification by signing a copy thereof and returning it to Customer, whereupon Contractor will then begin taking such Waste from Customer under the provisions of this Agreement.

1.8 If Contractor submits to Customer a change or modification to Schedule A, Customer shall signify its concurrence with such change or modification by signing a copy thereof and returning it to Contractor.

1.9 Contractor shall pick up, or arrange to have picked up, Waste from Customer's premises within fourteen (14) days of receipt of notification from Customer that it has Waste ready for treatment and disposal by Contractor. In the event Contractor is unable to pick up Waste on the date designated by Customer, and if the parties do not agree to an alternative date, Contractor shall compensate Customer for the expenses reasonably incurred by Customer for disposition of the Waste in excess of the price set forth in this Agreement. Contractor's obligation to compensate Customer under this paragraph shall not limit, and shall be in addition to, any other remedy Customer may have under this Agreement in law or in equity.

1.10 Contractor shall immediately inform Customer in the event it determines or has reason to believe that Waste will not be disposed of or treated within one (1) year of the Waste storage date. Such notification shall be given to Customer no later than sixty (60) days prior to the expiration of the one (1) year storage date. Contractor shall compensate Customer for the expenses reasonably incurred by Customer for disposition of the Waste in excess of the price set forth in this Agreement. Contractor's obligation to compensate Customer under this paragraph shall not limit, and shall be in addition to, any other remedy Customer may have under this Agreement in law or in equity.

2.0 Charges

2.1 The transportation, processing, treatment and disposal charges are set forth in Schedule A of this Agreement.

3.0 Payment

3.1 An invoice shall be prepared by Contractor for each shipment of Waste transported, treated and disposed of by Contractor. The invoice shall be paid by Customer within thirty (30) days from Customer's receipt of invoice, net terms. If Contractor provides transportation for the Waste, Contractor shall also invoice Customer for transportation and related charges to Contractor's facility at rates set forth in Schedule A.

3.2 If disposal fees to be paid by Customer are based on pounds, Contractor shall weigh each individual container upon receipt at the Contractor receiving facility, and the weight of each container will be recorded on the Contractor Receiving Report. The

total weight recorded on the Contractor Receiving Report or minimum weights as specified in Schedule A shall be the weight used for invoicing purposes.

Each shipment of bulk liquid or solid Waste shall be weighed upon receipt at the Contractor facility. After the bulk liquid or solid Waste is off-loaded, the vehicle will again be weighed, and the difference between the gross weight (loaded tanker or trailer and tractor) and the tare weight (empty tanker or trailer and tractor) shall be the net weight of the liquid or solid Waste to be used for invoice purposes.

4.0 Term

4.1 This Agreement shall commence on the date first above written and shall continue in full force and effect until terminated by either party. The terminating party shall provide the other party with at least thirty (30) days prior written notice of termination. Either party shall have the right to terminate this Agreement at any time if the other party becomes insolvent, makes an assignment for the benefit of creditors, has a bankruptcy petition filed by or against it, or is in breach of this Agreement.

5.0 Methods of Treatment and Disposal

5.1 Contractor shall treat and dispose of the Waste as set forth in Schedule A and as required by authorizations and permits issued by the _____ and the U. S. Environmental Protection Agency and all other governmental agencies having jurisdiction.

5.2 Contractor shall provide Customer with (a) a completed RCRA manifest within seven (7) days of arrival of Waste at Contractor's facility; and, (b) a Certificate of Destruction within fourteen (14) days of treatment and disposal of the Waste received by Contractor.

5.3 Unless otherwise agreed to in writing by Customer, disposal and treatment of Waste shall be by incineration. The disposal of residues from treatment shall be in accordance with authorizations and permits issued by _____ and the U. S. Environmental Protection Agency and all other governmental agencies having jurisdiction.

5.4 Contractor shall provide Customer with a list of all subcontractors, facilities and transporters to be used by Contractor in the performance of services under this Agreement, including, without limitation, any facilities to be used by Contractor in the disposal of capacitor or transformer parts and carcasses on the disposal of any residues from any treatment process. The list shall be provided within 30 days of the effective date of this Agreement and shall include the name, location, and permitted or licensed status of each subcontractor, transporter or facility. The list shall be updated quarterly. Contractor agrees not to use any subcontractors, transporter or facility which has not been listed with customer prior to the use thereof.

6.0 Compliance with Laws and Regulations

6.1 Contractor shall comply with all requirements of federal, state and local laws, rules, regulations, and/or ordinances, as are now in effect or as may be amended from time to time, applicable to the services to be performed under this Agreement. Contractor has in effect and will maintain all permits or other documents which are required for processing, treating, disposing or transporting the Waste which is or may become the subject of this Agreement. Upon request Contractor will furnish to Customer copies of all permits or other documents currently in effect relating to the Waste to be transported, treated, stored or disposed of hereunder. If any change occurs to any such laws, rules, regulations, ordinances, permits, and/or approvals which interfere with any right or obligation contained in this Agreement, Contractor shall promptly notify Customer.

6.2 In the event Contractor's storage or disposal facility loses its permitted status hereafter during the term of this Agreement, Contractor shall promptly notify Customer. Contractor's loss of its permitted status shall be a default under this Agreement and Customer may terminate this Agreement for such default.

6.3 Contractor shall immediately notify Customer in the event it is found by the U.S. Environmental Protection Agency to be operating out of compliance with the Solid Waste Disposal Act, the Toxic Substances Control Act or other applicable federal laws, all as set forth in Section 121(d)(3) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986.

7.0 Indemnification

7.1 Contractor agrees to indemnify, save harmless and defend Customer, its officers, directors, agents and employees from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonably attorneys' fee(s)), which Customer may hereafter incur, become responsible for or payout as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Contractor's breach of any term or provision of this Agreement; or, (ii) any negligent or willful act or omission of Contractor, its employees or subcontractors in the performance of this Agreement.

7.1.1 Without limiting the generality of 7.1, Contractor agrees to indemnify, save harmless and defend Customer, its officers, directors, agents and employees from and against any and all liabilities, claims, penalties, forfeitures, suits, investigations or remediation costs, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fee(s)), which Customer may hereafter incur, become responsible for or pay out as a result of being identified or named a potentially responsible party, or otherwise held accountable, in any process, action or proceeding, formal or informal, brought or initiated by the

federal government or by any State or local government, to investigate or remedy any environmental or natural resource damage or contamination caused, in whole, or in part, by Contractor's performance of services under this Agreement.

7.2 Customer agrees to indemnify, save harmless and defend Contractor from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fee(s), which it may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders, caused, in whole or in part, by (i) Customer's breach of any term or provision of this Agreement; or, (ii) any negligent or willful act or omission of Customer, its employees or subcontractors in the performance of this Agreement.

8.0 Independent Contractor

8.1 At all times during the term of this Agreement, Contractor shall be considered an independent contractor.

9.0 Transportation

Vehicles used for the transportation of Waste shall be devoid of any residue from previous shipments. If Waste is spilled on equipment during loading operations, the party responsible for such loading shall thoroughly clean the exterior of the equipment to prevent damage to the equipment and the dripping of Waste on the roadways. If Customer furnishes containers for the Waste, it shall be responsible for the containers complying with all rules, regulations, laws, and/or ordinances which may be applicable to the safety, packaging, or transportation of containers, including U.S. Department of Transportation regulations.

9.1 Unless otherwise agreed in any particular case, Contractor shall be responsible for providing suitable means to transport the Waste and Customer shall be responsible for loading Waste. Contractor shall provide licensed vehicles with a licensed driver to transport the Waste to its facility. All drivers and vehicles must be licensed under Maine State Hazardous Waste Regulations and other applicable laws. Contractor shall provide proper markings and/or placards for the vehicle(s).

9.2 The party that provides transportation shall comply with the hazardous material regulations of the U.S. Department of Transportation. The transporting party warrants that it has all permits and licenses for transporting the Waste required by state and federal regulations. The transporting party shall maintain in force and require all carriers it engages to carry insurance equivalent to that specified in Section 11.1 of this Agreement and shall, upon request, provide the other party with certificates of insurance evidencing such coverage.

9.3 Customer will provide satisfactory roadways and approaches to the point of

loading. Unless otherwise agreed Waste will be loaded between the hours of 7:30 a.m. and 2:00 p.m., Monday through Friday, except holidays, as scheduled by Customer.

10.0 Defaults

10.1 Except as otherwise provided herein, if, during the term of the Agreement, either party shall become delinquent in settling its account or shall be in default of any provisions of the Agreement, the other party may suspend its performance hereunder until such delinquency or default has been corrected.

10.2 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, and cause or causes beyond the reasonable control of the party affected provided that prompt notice of such delay is given by such party to the other and each of the parties hereto shall have been diligent in attempting to remove such cause or causes.

11.0 Insurance

11.1 Contractor shall take out and maintain for the life of this Agreement at its own expense the following insurance:

<u>TYPE OF INSURANCE</u>	<u>MINIMUM LIMITS AND COVERAGE</u>
Workers' Compensation	Statutory Requirements \$ 1,000,000 single limit
Comprehensive Automobile Liability (Owned, Non-Owned and Hired)	
Split Limits	\$ 500,000 each person
Bodily Injury	\$ 1,000,000 each person
Property Damage	\$ 250,000 each occurrence
OR	
Combined Single Limit BI and PD	\$ 1,000,000
Employers Liability (Pollution Exclusion deleted)	\$ 5,000,000 single limit Bodily injury and property damage combined
Comprehensive General Liability	\$ 1,000,000 Each Occurrence and \$ 2,000,000 Annual Aggregate
Pollution Legal Liability Insurance (Environmental Liability)	\$ 5,000,000 Each Occurrence and \$10,000,000 Annual Aggregate

11.2 All subcontractors, transporters or facilities used by Contractor shall maintain

such insurance, including without limitation Pollution Legal Liability Insurance (Environmental Liability), as will protect them and Customer from claims arising out of the services to be performed by Contractor under this Agreement.

11.3 Contractor shall provide to Customer certificates of insurance indicating compliance with paragraph 11.1 and 11.2.

12.0 Notice

12.1 Any notice required to be given by the terms of this Agreement shall be delivered by hand or be mailed, postage prepaid, to Contractor at the following address: _____;

_____;
to Customer at the following address: North Augusta Service Center Superintendent, Central Maine Power Company, Anthony Avenue, Augusta, Maine 04336 and Purchasing Department, Central Maine Power Company, Edison Drive, Augusta, Maine 04336; or to such other address for either party as that party may, by notice, designate.

13.0 Miscellaneous

13.1 This Agreement constitutes the entire Agreement between Contractor and Customer in respect to the services and equipment specified, and all previous representations relative thereto, either written or oral, are hereby annulled and superseded. No modification shall be binding on Contractor or Customer unless it shall be in writing and signed by both parties.

13.2 In no event shall the preprinted terms or conditions found on any Customer purchase or work order be considered an amendment or modification of this agreement, even if such documents are signed by representatives of Contractor. Such preprinted terms or conditions shall be considered null and of no effect.

13.3 Unless otherwise agreed, this Agreement shall be construed in accordance with the laws of the State of Maine.

13.4 Contractor and Customer agree that this is a nonexclusive contract and that Customer reserves the right to award other contracts for work similar or identical to the work to be performed under this Agreement.

13.5 Contractor may not delegate, orally or in writing, the performance of the work, or any portion thereof, which is by this Agreement undertaken by Contractor without the prior written consent of Customer. In the event such consent is given, such delegation shall not operate to relieve Contractor of its responsibility hereunder and, notwithstanding any such delegation, Contractor shall remain obligated to Customer in these undertakings. Neither party may, at any time, assign its rights under this Agreement without the prior written consent of the other part.

13.6 No waiver by Customer, whether expressed or implied, of any of the terms and conditions of this Agreement, shall be or be construed to be a continuing waiver, not deprive Customer of the right to assert or rely upon any such terms or conditions thereafter.

13.7 Customer reserves the right and Contractor shall allow Customer to audit, or cause to have audited, any and all items, books, records or documents related to this Agreement to ensure Contractor's compliance therewith.

13.8 In the event that any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, such provision shall be deemed severable from the remaining provisions of the Agreement, which shall remain in full force and effect.

13.9 Contractor guarantees that the treatment and disposal processes or techniques to be used in pursuance of this Agreement will not infringe any United States or foreign patent, and undertakes to indemnify Customer against all judgments, decrees, costs and expenses resulting from such alleged infringement, and covenants that Contractor will upon request of Customer and at Contractor's own expense, defend any suit or action which may be brought against Customer as a result of any claim of infringement.

IN WITNESS WHEREOF, Contractor and Customer have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

ACCEPTED:

FOR CENTRAL MAINE POWER COMPANY

By: _____
Name: _____
Title: _____
Date: _____

FOR CONTRACTOR

By: _____
Name: _____
Title: _____
Date: _____

IV

TECHNICAL SPECIFICATIONS



SECTION D

INDEPENDENT VERIFICATION TESTING LABORATORY BID DOCUMENTS

REQUEST FOR PROPOSAL NO. 95A06-AT

**from:
CENTRAL MAINE POWER COMPANY**

BID DOCUMENTS

FOR

**INDEPENDENT VERIFICATION TESTING LABORATORY
FOR O'CONNOR COMPANY SUPERFUND SITE
SOURCE CONTROL REMEDIATION**

SUBMITTED TO:

(contractors pre-approved by GEI)

SUBMITTED BY:

Andrew K. Towt, Buyer

Date:

PROPOSAL DUE DATE: Day?, Month ??, 1995 BY 2:00 P.M.

INTRODUCTION

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SECTION I	INSTRUCTION TO BIDDERS
SECTION II	PROPOSAL FORM
SECTION III	GENERAL SERVICES AGREEMENT
SECTION IV	TECHNICAL SPECIFICATIONS

I

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
95A06-AT

A. GENERAL

1. Basis of bid shall be per the Proposal Form included in this Request for Quotation. The Proposal Form must be completed and submitted as part of bid.
2. If you do not anticipate quoting on this project, please return this Proposal stating "no bid" with an authorized signature for Owner's records.
3. Title to all plans, reports, data, and other documents related to the work described herein shall pass to Central Maine Power Company upon completion of the work.
4. The successful bidder will be required to execute a formal Agreement embodying the requirements of the Bid Documents and subsequent Proposal. This will include execution of a General Services Agreement between Central Maine Power and the bidder.
5. The successful bidder will be required to furnish a performance bond. The premium for said bond will be added to the Agreement price.
6. A prebid meeting to familiarize bidders with the project site, review the overall project remedy, review documents included as a part of this RFP, and to discuss the work included in the bid package will be on (day)
(month) (date) (year) from (time) to (time) at (location).
A site visit is a planned part of this meeting. Full consideration of bid proposals shall include evaluating attendance at this meeting.
7. Additional Information:
 - a. Requests for additional technical information should be directed to:

Normand Michaud, Construction Manager
Technical Services Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 621-4400

- b. Requests for additional commercial information should be directed to:

Andrew Towt
Purchasing Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 626-9612

B. SCHEDULE FOR DELIVERY

1. The successful bidder, after award of Agreement, will meet with Central Maine Power Company's Project Coordinator to schedule the services as outlined in the Contract Documents.

C. PROPOSAL

1. One (1) original and three (3) copies of your Proposal for the services requested shall be received by the Purchasing Department at the Central Maine Power Company's North Augusta Office Annex, 41 Anthony Avenue, Augusta, Maine, 04330-9475, until 2:00 p.m. no later than Day?, Month? Day?, 1995.
2. Bids must be received on or before the date stated. Post marks will not be considered.
3. Bids must be submitted in sealed envelopes, bearing on the outside the RFQ number, the name of the project, the name of the bidder, and the bidder's address. Such bids must be enclosed in another envelope if sent by mail, as inadvertently they might be opened as regular mail.
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5. All work must be performed in accordance with the Consent Decree lodged on December 7, 1990, and entered on September 3, 1992, with the Explanation of Significant Differences (ESD) signed by EPA Regional Administrator John P. DeVillars on July 11, 1994, and with Section I.4.e(3)(a) of the revised Statement of Work (RSOW) dated October 20, 1994. These documents are included as _____.

6. Owner shall make available to Bidder such documents and information generated for the project that relates to the identity, location, quantity, nature or characteristics of any hazardous materials at, on, or under the site and other reports, data studies, plans, specifications, documents and other information on surface and subsurface site conditions which may assist Bidder in the proper performance of its services. Owner, however, assumes no responsibility or liability for their accuracy or completeness, and all such documents and information will remain the property of the Owner.

All previous documents generated for the project are available at Central Maine Power Company, North Augusta Office Annex, Augusta, Maine, for Bidders to review. Coordinations to review documents can be made by contacting that party listed in A.7.a. of this instruction to bidders.

7. Owner reserves the right to accept all or portions of the completed proposal form.
8. Bidders shall indicate the portions of work which will be subcontracted, if any; and shall list the name, address, qualifications, and affiliation of subcontractor.

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3. Central Maine Power will not be an arbiter in establishing subcontract limits between Contractor and Subcontractor.

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Central Maine Power Company reserves the right to reject any or all bids and to waive any informalities in bidding.

H. OPENING AND AWARD OF CONTRACT

1. Bids will be opened on, or soon after the date and at the place specified in these Instructions to Bidders.
2. Bids will be opened at a private opening.
3. Analysis for award of Agreement will include, but will not be solely limited to, price of the services to perform the requested work. Full consideration will also be given to: alternative proposals; proposal quality and innovativeness; service responsiveness and completeness; interviews with references; commercial / contractual considerations; and other considerations as may be appropriate.

I. BID WITHDRAWAL

No bid may be withdrawn unless agreed to by Central Maine Power Company and the Bidder.

J. BIDDERS

The Owner is restricting the bidders on this project to an invited list of Contractors which have been prequalified by agents working on behalf of Central Maine Power. Each Bidder will be responsible for obtaining subbids and material quotations if needed.

K. RESUMES

The Bidders shall provide the resume(s) of key personnel that they propose to utilize should they be awarded this contract.

L. ADDITIONAL INFORMATION

The Bidder shall provide with its bid the following documentation:

FAILURE TO SUBMIT THE ABOVE REQUESTED INFORMATION/DOCUMENTATION OR THE SUBMISSION OF INCORRECT INFORMATION/DOCUMENTATION MAY RESULT IN AUTOMATIC DISQUALIFICATION OF THE BID PACKAGE.

M. REGULATIONS

All OSHA, Federal, State, local and Central Maine Power Company rules, regulations and codes must be strictly adhered to.

Q. INVOICING

Each invoice shall provide an itemization of labor, material, and equipment applicable to that invoice period.

II
PROPOSAL FORM

III

GENERAL SERVICES AGREEMENT

GENERAL SERVICES AGREEMENT

BETWEEN

**CENTRAL MAINE POWER COMPANY
EDISON DRIVE
AUGUSTA, MAINE 04336**

AND

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CENTRAL MAINE POWER COMPANY
GENERAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____, by and between Central Maine Power Company (hereinafter referred to as the "Owner"), Edison Drive, Augusta, Maine, 04336, and _____, (hereinafter referred to as the "Consultant").

Description of Services

The Consultant agrees to perform such technical, educational and/or professional services during the term of this Agreement as shall be authorized by Owner and agreed to by the Consultant.

Owner shall authorize Consultant to perform services by issuing a purchase order describing the scope of the work, and length of time said services are to be provided.

Term of the Agreement

This Agreement shall continue in effect until the end of the calendar year of the date of execution and thereafter this Agreement shall continue from year to year unless terminated by either party upon thirty (30) days written notice.

Termination

A work assignment may be terminated for Owner's convenience in whole or in part by giving the Consultant twenty-four (24) hours notice. In such event Owner shall make payment to the Consultant for all costs incurred prior to such termination reasonably allocable to the work assignment, under recognized accounting practices. This provision shall not be deemed to limit or otherwise affect the Owner's right to terminate this Agreement for breach or default by the Consultant.

Payment For Services

Owner agrees to compensate the Consultant for all documented services properly performed in accordance with the rates set out in Appendix B, this payment provision and other terms of this Agreement.

Occasional overtime may be required in order to complete a specific portion of the work or to carry out the work effectively. However, prior to the scheduling of any casual or extended period of overtime, the approval of Owner shall be obtained.

The Consultant shall submit to Owner a monthly invoice for charges payable in connection with services rendered during the preceding month. Each invoice shall be identified with the Owner's appropriate purchase order number and shall be certified as correct by an authorized official of the Consultant and shall be itemized to reflect the number of hours worked by the name of the personnel and their applicable rates.

All invoices shall be due and payable thirty (30) days from receipt thereof by Owner, subject to Owner's right to contest in good faith all or any part of the charges set forth therein.

Standard of Performance

The Consultant warrants that the services provided hereunder shall conform with high professional standards of care and practice appropriate to the nature of the technical and professional services rendered.

The Consultant also warrants that the services and work shall be free from defects, errors or omissions and in conformance with the documents comprising this Agreement.

Without limiting the Owner's rights and remedies provided by law, if a defect, error or omission, is discovered in any services or work, material, design, plan, drawing, specification, data or information, then the Consultant shall, at the Owner's option, either (a) correctly reperform such defective portion of its services to correct such error or omission at no additional cost to Owner, or (b) refund the charge paid by Owner attributable to such defective portion of the services or work, or to such defective material, design, plan, drawing, specification, data or information or (c) furnish replacement(s) acceptable to Owner at no additional cost.

The Consultant further warrants that it will comply with all Laws, Rules, Regulations, Ordinances and Orders.

Neither Owner's acceptance or payment for services or materials provided hereunder shall relieve Consultant of its liability for breach of these warranties.

Insurance

The Consultant shall maintain in effect for the term of this Agreement insurance as specified in Appendix A of this Agreement. Upon request by the Owner, Consultant shall furnish certificates of such insurance.

Limitation of Liability

Neither party, its agents, officers, directors, affiliates or employees shall be liable to the other party, its agents, officers, directors, affiliates or employees for claims for

incidental, special, indirect or consequential damages of any nature connected with or resulting from performance under this Agreement.

Indemnification

Consultant agrees to defend (at Owner's option), indemnify, and hold harmless Owner, its affiliates, agents, employees, officers, directors, and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, judgments, penalties, fines, liens, costs, and expenses, (including reasonable attorney's fees) arising out of negligence under this Agreement, whether by the Contractor, its officers, agents, employees, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Consultant shall report promptly to Owner by telephone or the most expeditious means any accident or unusual occurrence, including any personal injuries to any employee or any member of the public.

Compliance With Laws

Consultant shall give all notices (in the name of Owner or otherwise), obtain all inspections, tests, and approvals relating to work pursuant to the Agreement which may be required by law or by the Public Authorities and generally shall comply with all laws, statutes, ordinances, rules, orders, and regulations enacted or promulgated by Federal, State, Municipal or other governmental authority relating to the work, the employment of labor in connection therewith, and the purchase, use and manufacture of materials used or furnished by Consultant or any subcontractor and relating to the preservation of the public health and safety.

Consultant shall comply, to the extent applicable, with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and its or their implementing regulations, and reporting requirements thereunder. The equal opportunity and affirmative action clauses contained in Title 41, Chapter 60, Sections 1.4, 250.4, and 741.3 of the Regulations of the U.S. Department of Labor, Office of Federal Contract Compliance, and any section or sections superseding or amending the same, are hereby incorporated herein by reference and made a part hereof as though fully set forth where applicable.

Right To Inspection and Audit

Owner shall at all times, during normal business hours, have the right to inspect materials or equipment provided and to review or observe the work performed by Consultant.

Owner reserves the right and Consultant shall allow Owner to audit, or cause to have audited, any and all items related to aspects of this agreement to assure Consultant's

compliance therewith. These items include property, books, and records, including computerized data files. This provision shall remain in effect for two (2) years following final payment for the work described in this Agreement.

When requested by Owner, Consultant shall provide Owner with access to personnel, property and records necessary to effectuate Owner audit or audits hereunder. Consultant agrees that Owner shall be permitted identical audit rights in any subcontract made by Consultant for work hereunder, and shall cause the inclusion of this section in all such subcontracts after modification to reflect Owner's identification.

Compliance With Owner's Rules

Consultant shall abide by all rules and regulations applicable to the facility for which the services are performed.

Alteration of Terms

None of the Terms and Conditions of this Agreement, nor the Attachments or Appendices may be added to, modified, superseded or otherwise altered except with the prior written consent of Owner.

Waiver

No waiver by the Owner, whether express or implied, of any of the terms or conditions of this Agreement, shall be or be construed to be a continuing waiver, nor deprive Owner of the right to enforce or rely upon any such terms or conditions thereafter.

Taxes

Any tax or other governmental charge imposed upon the services provided hereunder shall be paid by Consultant.

Ownership of Documents

All information, data, designs, plans, drawings and specifications supplied or delivered to Owner by the Consultant or its personnel pursuant to this Agreement shall be the sole property of Owner.

Proprietary Information

The Consultant recognizes that Owner may find it necessary or desirable to make information available to the Consultant or its personnel which is deemed to be proprietary information. In this regard, it is agreed that neither the Consultant nor its personnel shall

disclose to third parties any information which may be disclosed to them or to which they are given access during the performance of this Agreement, or publish such information in any form at any time, whether during the term of this Agreement or thereafter.

Any information which is supplied by the Consultant to Owner under this Agreement and which is specifically designated in writing at the time of its transmission as proprietary in nature by the Consultant will be similarly restricted. Owner will not disclose such information to others or publish it in any form at any time; provided, however, that notwithstanding the foregoing, Owner may disclose any such information to its corporate affiliates and to owners of the facility for which the services are performed and their agents, to its employees, contractors and consultants, to the United States Nuclear Regulatory Commission or other local, state or federal regulatory agencies or instrumentalities when such disclosure is necessary in connection with the licensing, construction, operation, maintenance and repair of the facility for which the services are performed, or otherwise required by law. Owner agrees that it will cooperate with the Consultant in an effort to minimize the amount of such information which will be disclosed in any such case and to make reasonable efforts to secure confidential treatment of such information.

Independent Contractor

Consultant shall at all times be an independent contractor and responsible for all acts or omissions of its agents, employees, and any subcontractors. No act or order of Owner shall be deemed to be the exercise of supervision or control of performance hereunder.

Miscellaneous Provisions

Severability: In the event any provision hereof shall be declared invalid, that provision shall be deemed severable from the remaining provisions of this Agreement, which shall remain in full force and effect.

Delegations, Subcontracts, Assignments: Consultant shall not without the written consent of Owner make any agreement with any other person for furnishing any of the services covered by this Agreement or assign this Agreement in whole or in part or any right hereunder.

Entire Agreement: This Agreement constitutes the entire agreement between the parties for the services to be provided hereunder, and supersedes all prior communications, whether written or oral, between the parties as to such services.

This Agreement shall include the applicable Owner's purchase order, these Terms and Conditions, the Attachments and Appendices, Owner's Services specifications and Consultant's bid or proposals. In the event of conflict between these documents, the order of supremacy shall be the purchase order(s), the Terms and Conditions, the

Attachments and Appendices, and then the Consultant's bid or proposal.

This Agreement may be executed in duplicate, each of which shall be deemed to be an original, and which together shall constitute one and the same instrument.

Choice of Law: This Agreement shall be governed by and construed according to the laws of the State of Maine.

Signature

In WITNESS THEREOF, the said parties have hereunto set their hands and seals.

CONSULTANT:

By:

Title:

Date:

CENTRAL MAINE POWER COMPANY:

By:

Title:

Date:

APPENDIX A

INSURANCE

CENTRAL MAINE POWER COMPANY
APPENDIX A
INSURANCE TO BE PROVIDED BY
THE CONTRACTOR/SUPPLIER/CONSULTANT

TYPE OF INSURANCE	MINIMUM LIMITS AND COVERAGE	
	CONTRACT	
	0-500,000	500,001+
1. Commercial General Liability		
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	\$5,000,000
Coverage shall include:		
I. Contractual Coverage		
II. Products and Completed Operations		
III. Explosion, Collapse and Underground Hazards, if applicable		
Central Maine Power Company shall be named as an additional insured as its interest may appear.		
2. Business Automobile Liability (For all Owned, Non-Owned and Hired Automobiles)		
a. Combined Single Limit Bodily Injury and Property Damage	\$1,000,000 each occurrence	
Central Maine Power Company shall be named as an additional insured as its interest may appear.		
3. Workers' Compensation		
Statutory Requirements		
Including the following coverages, if applicable; Federal Longshoreman's and Harbor Workers' Act, Jones Act, or similar employee benefit acts which may be required by law.		
Employers' Liability	Statutory Requirements	
4. Pollution Liability Coverage. (If deemed applicable by Owner)		
Limit to be determined on a per contract basis		
5. Professional Liability. (If deemed applicable by Owner)		
Combined Single Limit	\$1,000,000	
6. Watercraft Liability. (If deemed applicable by Owner) (For all Owned, Non-Owned and Hired Watercraft)		
Combined Single Limit	\$1,000,000	
Central Maine Power Company shall be named as an additional insured as its interest may appear.		
7. Aircraft Liability. (If deemed applicable by Owner) (For all Owned, Non-Owned and Hired Aircraft)		
Combined Single Limit	\$2,000,000	
Central Maine Power Company shall be named as an additional insured as its interest may appear.		

APPENDIX B

CONSULTANT BILLING RATES

IV

TECHNICAL SPECIFICATIONS



SECTION E

INDEPENDENT QUALITY ASSURANCE TEAM BID DOCUMENTS

REQUEST FOR PROPOSAL NO. 95A04-AT

**from:
CENTRAL MAINE POWER COMPANY**

BID DOCUMENTS

FOR

**INDEPENDENT QUALITY ASSURANCE TEAM
FOR O'CONNOR COMPANY SUPERFUND SITE
SOURCE CONTROL REMEDIATION**

SUBMITTED TO:

(contractors pre-approved by GEI)

SUBMITTED BY:

Andrew K. Towt, Buyer

Date:

PROPOSAL DUE DATE: Day?, Month ??, 1995 BY 2:00 P.M.

INTRODUCTION

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SECTION II	PROPOSAL FORM
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SECTION IV	TECHNICAL SPECIFICATIONS

I

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS
95A04-AT

A. GENERAL

1. Basis of bid shall be per the Proposal Form included in this Request for Quotation. The Proposal Form must be completed and submitted as part of bid.
2. If you do not anticipate quoting on this project, please return this Proposal stating "no bid" with an authorized signature for Owner's records.
3. Title to all plans, reports, data, and other documents related to the work described herein shall pass to Central Maine Power Company upon completion of the work.
4. The successful bidder will be required to execute a formal Agreement embodying the requirements of the Bid Documents and subsequent Proposal. This will include execution of a General Services Agreement between Central Maine Power and the bidder.
5. The successful bidder will be required to furnish a performance bond. The premium for said bond will be added to the Agreement price.
6. A prebid meeting to familiarize bidders with the project site, review the overall project remedy, review documents included as a part of this RFP, and to discuss the work included in the bid package will be on (day)
(month) (date) (year) from (time) to (time) at (location).
A site visit is a planned part of this meeting. Full consideration of bid Proposals shall include evaluating attendance at this meeting.
7. Additional Information:
 - a. Requests for additional technical information should be directed to:

Normand Michaud, Construction Manager
Technical Services Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 621-4400

- b. Requests for additional commercial information should be directed to:

Andrew Towt
Purchasing Department
Central Maine Power Company
North Augusta Office Annex
41 Anthony Avenue
Augusta, Maine 04330-9475
(207) 626-9612

B. SCHEDULE FOR DELIVERY

1. The successful bidder, after award of Agreement, will meet with Central Maine Power Company's Project Manager to schedule the services as outlined in the Contract Documents.

C. PROPOSAL

1. One (1) original and three (3) copies of your Proposal for the services requested shall be received by the Purchasing Department at the Central Maine Power Company's North Augusta Office Annex, 41 Anthony Avenue, Augusta, Maine, 04330-9475, until 2:00 p.m. no later than Day?, Month? Day?, 1995.
2. Bids must be received on or before the date stated. Post marks will not be considered.
3. Bids must be submitted in sealed envelopes, bearing on the outside the RFQ number, the name of the project, the name of the bidder, and the bidder's address. Such bids must be enclosed in another envelope if sent by mail, as inadvertently they might be opened as regular mail.
4. Bidders must inform themselves fully of the conditions relating to the project under which the services will be performed. Failure to do so will not relieve a successful bidder from its obligation to furnish all materials and labor necessary to carry out the provisions of the Contract Documents, and to complete the contemplated work for the consideration set forth in its bid.
5. All work must be performed in accordance with the Consent Decree lodged on December 7, 1990, and entered on September 3, 1992, with the Explanation of Significant Differences (ESD) signed by EPA Regional Administrator John P. DeVillars on July 11, 1994, and with Section I.4.e(3)(a) of the revised Statement of Work (RSOW) dated October 20, 1994. These documents are included as _____.

6. Owner shall make available to Bidder such documents and information generated for the project that relates to the identity, location, quantity, nature or characteristics of any hazardous materials at, on, or under the site and other reports, data studies, plans, specifications, documents and other information on surface and subsurface site conditions which may assist Bidder in the proper performance of its services. Owner, however, assumes no responsibility or liability for their accuracy or completeness, and all such documents and information will remain the property of the Owner.

All previous documents generated for the project are available at Central Maine Power Company, North Augusta Office Annex, Augusta, Maine, for Bidders to review. Coordinations to review documents can be made by contacting that party listed in A.7.a. of this instruction to bidders.

7. Bidders shall indicate the portions of work which will be subcontracted, if any; and shall list the name, address, qualifications, and affiliation of subcontractor.

D. SCHEDULES AND TIME OF COMPLETION

E. APPROVAL OF MATERIALS

Bidders wishing to obtain approval of materials and equipment other than those specified in Section IV shall submit their request to that party listed in A.7.a. of this instruction to bidders.

F. EXECUTION, CORRELATION AND INTENT OF DOCUMENTS

1. Work is to be executed as per Contract Documents without changes therefrom without having first received written permission from the Owner. Where detailed information is lacking, before proceeding with work, refer the matter to that party listed in A.7.a. of this instruction to bidders.

2. The Terms and Conditions of the Waste Treatment and Disposal Agreement executed between Central Maine Power Company and the successful bidder will apply with equal force to Contractor and Subcontractor work, extra work and the like, that may be specified herein, performed in or about the O'Connor Company Superfund Site.
3. Central Maine Power will not be an arbiter in establishing subcontract limits between Contractor and Subcontractor.

G. REJECTION

Central Maine Power Company reserves the right to reject any or all bids and to waive any informalities in bidding.

H. OPENING AND AWARD OF CONTRACT

1. Bids will be opened on, or soon after the date and at the place specified in these Instructions to Bidders.
2. Bids will be opened at a private opening.
3. Analysis for award of Agreement will include, but will not be solely limited to, price of the services to perform the requested work. Full consideration will also be given to: alternative proposals; proposal quality and innovativeness; service responsiveness and completeness; interviews with references; commercial / contractual considerations; and other considerations as may be appropriate.

I. BID WITHDRAWAL

No bid may be withdrawn unless agreed to by Central Maine Power Company and the Bidder.

J. BIDDERS

The Owner is restricting the bidders on this project to an invited list of Contractors which have been prequalified by agents working on behalf of Central Maine Power. Each Bidder will be responsible for obtaining subbids and material quotations if needed.

K. RESUMES

The Bidders shall provide the resume(s) of key personnel that they propose to utilize should they be awarded this contract.

L. ADDITIONAL INFORMATION

FAILURE TO SUBMIT THE ABOVE REQUESTED INFORMATION/DOCUMENTATION OR THE SUBMISSION OF INCORRECT INFORMATION/DOCUMENTATION MAY RESULT IN AUTOMATIC DISQUALIFICATION OF THE BID PACKAGE.

M. REGULATIONS

All OSHA, Federal, State, local and Central Maine Power Company Rules, Regulations and codes must be strictly adhered to.

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Each invoice shall provide an itemization of labor, material, and equipment applicable to that invoice period.

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PROPOSAL FORM

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GENERAL SERVICES AGREEMENT

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**CENTRAL MAINE POWER COMPANY
EDISON DRIVE
AUGUSTA, MAINE 04336**

AND

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CENTRAL MAINE POWER COMPANY
GENERAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the _____, by and between Central Maine Power Company (hereinafter referred to as the "Owner"), Edison Drive, Augusta, Maine, 04336, and _____, (hereinafter referred to as the "Consultant").

Description of Services

The Consultant agrees to perform such technical, educational and/or professional services during the term of this Agreement as shall be authorized by Owner and agreed to by the Consultant.

Owner shall authorize Consultant to perform services by issuing a purchase order describing the scope of the work, and length of time said services are to be provided.

Term of the Agreement

This Agreement shall continue in effect until the end of the calendar year of the date of execution and thereafter this Agreement shall continue from year to year unless terminated by either party upon thirty (30) days written notice.

Termination

A work assignment may be terminated for Owner's convenience in whole or in part by giving the Consultant twenty-four (24) hours notice. In such event Owner shall make payment to the Consultant for all costs incurred prior to such termination reasonably allocable to the work assignment, under recognized accounting practices. This provision shall not be deemed to limit or otherwise affect the Owner's right to terminate this Agreement for breach or default by the Consultant.

Payment For Services

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Occasional overtime may be required in order to complete a specific portion of the work or to carry out the work effectively. However, prior to the scheduling of any casual or extended period of overtime, the approval of Owner shall be obtained.

The Consultant shall submit to Owner a monthly invoice for charges payable in connection with services rendered during the preceding month. Each invoice shall be identified with the Owner's appropriate purchase order number and shall be certified as correct by an authorized official of the Consultant and shall be itemized to reflect the number of hours worked by the name of the personnel and their applicable rates.

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The Consultant also warrants that the services and work shall be free from defects, errors or omissions and in conformance with the documents comprising this Agreement.

Without limiting the Owner's rights and remedies provided by law, if a defect, error or omission, is discovered in any services or work, material, design, plan, drawing, specification, data or information, then the Consultant shall, at the Owner's option, either (a) correctly reperform such defective portion of its services to correct such error or omission at no additional cost to Owner, or (b) refund the charge paid by Owner attributable to such defective portion of the services or work, or to such defective material, design, plan, drawing, specification, data or information or (c) furnish replacement(s) acceptable to Owner at no additional cost.

The Consultant further warrants that it will comply with all Laws, Rules, Regulations, Ordinances and Orders.

Neither Owner's acceptance or payment for services or materials provided hereunder shall relieve Consultant of its liability for breach of these warranties.

Insurance

The Consultant shall maintain in effect for the term of this Agreement insurance as specified in Appendix A of this Agreement. Upon request by the Owner, Consultant shall furnish certificates of such insurance.

Limitation of Liability

Neither party, its agents, officers, directors, affiliates or employees shall be liable to the other party, its agents, officers, directors, affiliates or employees for claims for

incidental, special, indirect or consequential damages of any nature connected with or resulting from performance under this Agreement.

Indemnification

Consultant agrees to defend (at Owner's option), indemnify, and hold harmless Owner, its affiliates, agents, employees, officers, directors, and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, judgments, penalties, fines, liens, costs, and expenses, (including reasonable attorney's fees) arising out of negligence under this Agreement, whether by the Contractor, its officers, agents, employees, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. Consultant shall report promptly to Owner by telephone or the most expeditious means any accident or unusual occurrence, including any personal injuries to any employee or any member of the public.

Compliance With Laws

Consultant shall give all notices (in the name of Owner or otherwise), obtain all inspections, tests, and approvals relating to work pursuant to the Agreement which may be required by law or by the Public Authorities and generally shall comply with all laws, statutes, ordinances, rules, orders, and regulations enacted or promulgated by Federal, State, Municipal or other governmental authority relating to the work, the employment of labor in connection therewith, and the purchase, use and manufacture of materials used or furnished by Consultant or any subcontractor and relating to the preservation of the public health and safety.

Consultant shall comply, to the extent applicable, with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974, the Rehabilitation Act of 1973, as amended, and its or their implementing regulations, and reporting requirements thereunder. The equal opportunity and affirmative action clauses contained in Title 41, Chapter 60, Sections 1.4, 250.4, and 741.3 of the Regulations of the U.S. Department of Labor, Office of Federal Contract Compliance, and any section or sections superseding or amending the same, are hereby incorporated herein by reference and made a part hereof as though fully set forth where applicable.

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compliance therewith. These items include property, books, and records, including computerized data files. This provision shall remain in effect for two (2) years following final payment for the work described in this Agreement.

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Alteration of Terms

None of the Terms and Conditions of this Agreement, nor the Attachments or Appendices may be added to, modified, superseded or otherwise altered except with the prior written consent of Owner.

Waiver

No waiver by the Owner, whether express or implied, of any of the terms or conditions of this Agreement, shall be or be construed to be a continuing waiver, nor deprive Owner of the right to enforce or rely upon any such terms or conditions thereafter.

Taxes

Any tax or other governmental charge imposed upon the services provided hereunder shall be paid by Consultant.

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Attachments and Appendices, and then the Consultant's bid or proposal.

This Agreement may be executed in duplicate, each of which shall be deemed to be an original, and which together shall constitute one and the same instrument.

Choice of Law: This Agreement shall be governed by and construed according to the laws of the State of Maine.

Signature

In WITNESS THEREOF, the said parties have hereunto set their hands and seals.

CONSULTANT:

By:

Title:

Date:

CENTRAL MAINE POWER COMPANY:

By:

Title:

Date:

APPENDIX A

INSURANCE

CENTRAL MAINE POWER COMPANY
 APPENDIX A
 INSURANCE TO BE PROVIDED BY
 THE CONTRACTOR/SUPPLIER/CONSULTANT

TYPE OF INSURANCE	MINIMUM LIMITS AND COVERAGE	
	CONTRACT	
	0-500,000	500,001 +
1. Commercial General Liability		
Combined Single Limit Bodily Injury and Property Damage	\$1,000,000	\$5,000,000
Coverage shall include:		
I. Contractual Coverage		
II. Products and Completed Operations		
III. Explosion, Collapse and Underground Hazards, if applicable		
Central Maine Power Company shall be named as an additional insured as its interest may appear.		
2. Business Automobile Liability (For all Owned, Non-Owned and Hired Automobiles)		
a. Combined Single Limit Bodily Injury and Property Damage	\$1,000,000 each occurrence	
Central Maine Power Company shall be named as an additional insured as its interest may appear.		
3. Workers' Compensation		
Statutory Requirements		
Including the following coverages, if applicable; Federal Longshoreman's and Harbor Workers' Act, Jones Act, or similar employee benefit acts which may be required by law.		
Employers' Liability	Statutory Requirements	
4. Pollution Liability Coverage. (If deemed applicable by Owner)		
Limit to be determined on a per contract basis		
5. Professional Liability. (If deemed applicable by Owner)		
Combined Single Limit	\$1,000,000	
6. Watercraft Liability. (If deemed applicable by Owner) (For all Owned, Non-Owned and Hired Watercraft)		
Combined Single Limit	\$1,000,000	
Central Maine Power Company shall be named as an additional insured as its interest may appear.		
7. Aircraft Liability. (If deemed applicable by Owner) (For all Owned, Non-Owned and Hired Aircraft)		
Combined Single Limit	\$2,000,000	
Central Maine Power Company shall be named as an additional insured as its interest may appear.		

APPENDIX B

CONSULTANT BILLING RATES

IV

TECHNICAL SPECIFICATIONS