



**INVITATION TO BID  
BID FORM  
AGREEMENT AND  
CONTRACT DOCUMENTS**

**FOR**

**CONTRACT #1 2026**

**Local Paving & Sidewalk Project:  
Summer Street Mill/Fill and Sidewalk &  
Grove Street Shim/Overlay**

**WATERVILLE, MAINE**

**CITY OF WATERVILLE  
DEPARTMENT OF PUBLIC WORKS  
WATERVILLE, MAINE**

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**WATERVILLE, MAINE**

**March 2, 2026**

**CITY OF WATERVILLE  
DEPARTMENT OF PUBLIC WORKS  
WATERVILLE, MAINE**



**CITY OF WATERVILLE**

*Department of Public Works*

**ADDENDUM #1**

March 5, 2026

**The following shall be noted for CONTRACT #1 2026; Local Paving & Sidewalk Project:**

**Summer Street, Summer Street Sidewalk, & Grove Street.**

- 1. Line 22 in the Special Conditions is to be removed and replaced with the following:

The contract will be awarded based on any bid totals and alternates the OWNER chooses to accept.

- 2. The contractor shall provide an alternate price for slip form concrete curb in leu of bituminous curb at the quantities below.

**SCHEDULE OF ITEMS  
Summer Street Sidewalk**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Est. Qty.</b>	<b>Unit Price</b>	<b>Total Dollars</b>
1	Slip Form Concrete Curb	LF	5442		

**End of Addendum No. 1**

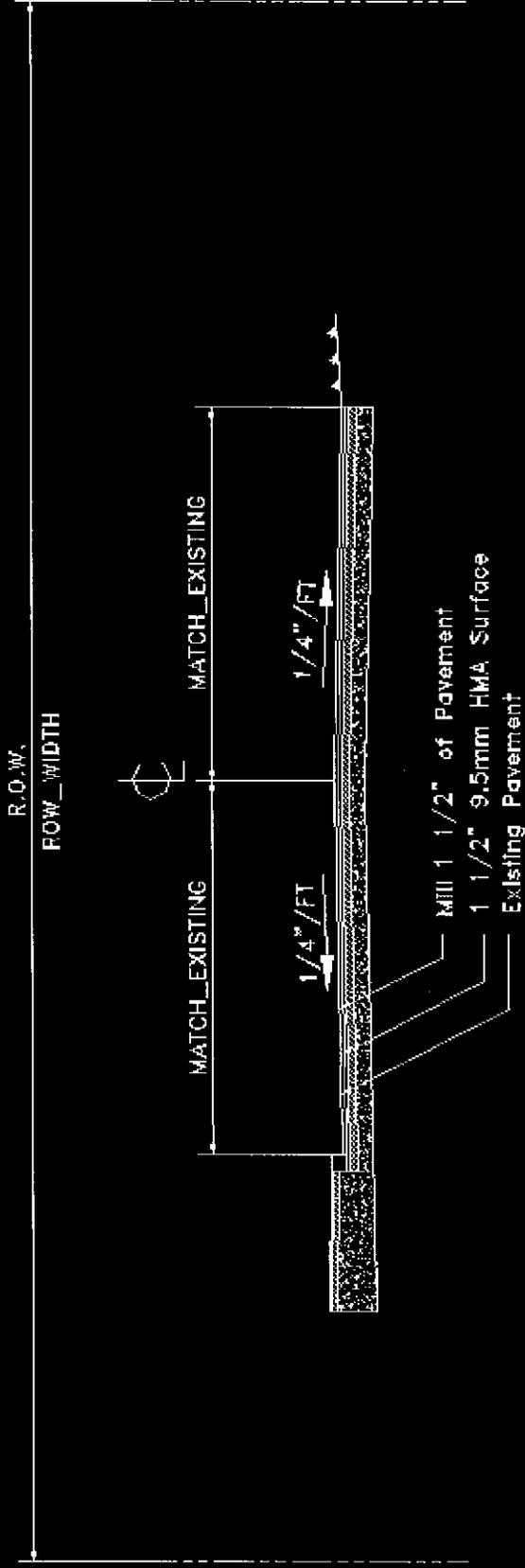
**Please sign and date this addendum to certify receipt**

**and scan/email your reply to [jlombardi@waterville-me.gov](mailto:jlombardi@waterville-me.gov)**

**Signed \_\_\_\_\_ Date \_\_\_\_\_**

**Name of Company you Represent \_\_\_\_\_**





1 1/2" Mill Fill

TYPICAL CROSS-SECTION

NOT TO SCALE

City of Waterville

# Construction Contract General Conditions

- A. Insurance. The General Contractor will provide a signed, valid, and enforceable Certificate of Insurance for all construction projects on City property. All Certificates of Insurance will be by insurance companies licensed to do business in the State of Maine. All insurance policies must be approved by the City of Waterville before the GC is allowed to start work on any City projects on City of Waterville property. Policies will name the City of Waterville as "Additional Insured".

The General Contractor and all subcontractors shall carry a Workers' Compensation insurance policy acceptable to the City of Waterville.

All General Contractors and Subcontractors shall carry commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in Aggregate. Other insurance or larger policies may be required on certain projects. These requirements will be spelled out in Supplemental General Conditions particular to certain construction projects.

- B. Contractor furnished items. The General Contractor on all City of Waterville construction projects, unless otherwise noted in the Contract Specifications, shall furnish the following items and services:
1. Portable toilets in sufficient numbers to accommodate the number of employees working on site employed by the General Contractor and all of its subcontractors.
  2. Electricity required beyond that readily available at the construction location. The GC and subcontractors will be allowed to access the City of Waterville's 110/220 electrical service if available on site. The GC will be responsible for all other electrical supply required during the course of construction including paying for service installation and removal and monthly electric bills.
  3. Water. The GC will be allowed to use City water only to the extent that it is available from a City owned faucet or hose bib. Other water requirements will be furnished and paid for by the GC. If public water is required, the General Contractor will coordinate this with the Kennebec Water District.
  4. Rubbish removal. The GC will be responsible for all trash and debris removal from the project. The GC will not be allowed to use any City owned dumpsters or garbage cans. All costs associated with trash and debris removal and project clean-up, on-going and final, will be the responsibility of the General Contractor.
  5. Security. The General Contractor will be responsible for securing the jobsite and for securing the City owned premises from which they are working to provide a security system as secure or more secure than before the start of construction.
  6. Snow removal. The GC shall be responsible for snow removal within the construction and staging limits of the project.

7. Landscape protection. The GC shall be responsible for protecting and maintaining all trees, shrubs, appurtenances, and grasses scheduled to remain. This includes adequate grass mowing within the construction and staging limits.
8. Storm Drainage. The GC shall be responsible for maintaining storm drainage throughout the project and staging limits for the duration of the project. The Contractor will follow the guidelines in the latest edition of the Maine DEP Best Management Practices for Erosion and Sedimentation Control.
9. Weather protection. The General Contractor will be responsible for the weather protection of all construction and staging areas, all construction materials stored on site, and all adjacent City property impacted by the construction project. The Contractor shall maintain all existing structures and other facilities in a "water-tight" condition.
10. Workers and equipment. The General Contractor shall provide at all times during the construction process adequate workers and equipment to safely and efficiently complete the construction project within the time allotted by the construction contract.
11. Liquidated damages. The General Contractor shall pay the following Liquidated Damages for each calendar day the contract has not been completed per the original completion date or the new completion date as established by change order:
  - a. Contracts under \$50,000.00 \$200/calendar day
  - b. Contracts from \$50,000 to \$500,000 \$350/calendar day
  - c. Contracts from \$500,000 to \$2,000,000 \$500.00/calendar day
  - d. Contracts over \$2,000,000 \$1000/calendar day

Other supplemental liquidated damages may be applied to any project and will be spelled out in the bid documents.

- C. Contractor Payments. The General Contractor will invoice the City of Waterville once per month for work completed. The City of Waterville will pay the GC no later than 30 days after receiving an approved invoice for work performed. Retainage will be held in the amount of 10% of each invoice until the project reaching substantial completion. Upon substantial completion, the retainage held will be reduced to 5%. The remaining retainage, 5% of the amount earned to date, will be paid to the contractor upon final completion.
- D. Final Completion. Final completion will be determined when all the following, when applicable, have been completed or supplied to the City of Waterville:
  1. All work is 100% complete
  2. All warranties have been provided
  3. All spare parts have been provided
  4. Any required owner training has been provided
  5. All required City departments have signed off including Fire, police, and code enforcement
  6. All utilities have signed off
  7. All required Release of Lien forms have been received from the General Contractor, subcontractors, and suppliers.
- E. Change orders. No extra work will be performed by the contractor without a written change order from the City of Waterville.

- F. As-built drawings. The Contractor will provide as-built drawings to the City of Waterville. The as-built drawings can be paper or electronic and will show, at a minimum, the work performed, dimensions of work, material used, all contractors and subcontractors that participated on the project, and other pertinent information typically listed on construction as-built drawings.

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### Supplementary Conditions

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**SECTION 00010**  
**INVITATION TO BID**

Please send sealed Proposals, in envelopes plainly marked:

Proposal For: **CONTRACT #1 2026**

**Local Paving & Sidewalk Project:**

**Summer Street Mill/Fill and Sidewalk &  
Grove Street Shim/Overlay**

TO: Mr. John Lombardi  
City of Waterville  
6 Wentworth Court  
Waterville, Maine 04901

The proposals will be opened and read aloud at the **Public Works Department, 6  
Wentworth Court, Waterville, Maine on Monday, March 16, 2026, 10:00 A.M. (EST).**

The project involves reconstructing and reclaiming existing streets, including common excavation, gravel placement, grading, compacting, paving, as well as sidewalk regrading and paving to include all ADA requirements, and other items as described in the Specifications.

All work contemplated under this contract shall conform to State of Maine Department of Transportation, **STANDARD SPECIFICATIONS** (revision of March 2020), except as modified by these documents.

The Owner reserves the right to waive all formalities, and reject any and all Proposals, or to accept any Proposal.

Copies of the Contract Documents may be obtained from:

**City of Waterville**  
**Department of Public Works**  
**6 Wentworth Court**  
**Waterville Me. 04901**

The Contract Documents will be available on **MONDAY, March 2, 2026.** The Documents may be examined at the Waterville Publics Works Department, online at the city's website ([www.waterville-me.gov](http://www.waterville-me.gov)), and the following office:

1. Associated Constructors of Maine  
188 Whitten Road  
Augusta, Maine 04330

All bidders must furnish the following:

1. A completed Bid Form with a statement (see Section 00025) concerning the Company's experience with this type of construction project.
2. A list of all subcontractors to be utilized on the project.
3. A bid security in the amount of 5% of the total bid in the form of a Bid Bond or certified check made out to the City of Waterville.

The successful bidder must furnish the following:

1. 100% Construction Performance Bond
2. 100% Construction Labor and Material Payment Bond
3. Certificate of Insurance (in accordance with Section 00510).

The City of Waterville will have **thirty (30)** calendar days within which to accept or reject any bid. The contract will be awarded based on the Base Bid except if the owner decides to move forward and award the Bid Alternate as part of this contract. The award will then be based on the Base Bid and Bid Alternate. Completion date is **Friday, July 31, 2026**. Liquidated damages in the amount of **\$500** per day are contained in the Contract.

The City of Waterville reserves the right to reject any and all bids, to waive any technical or legal deficiencies, and to accept any bid which is deemed to be in the best interest of the City of Waterville.

By: Mr. John Lombardi  
Public Works Department

**END OF SECTION**

## SPECIAL CONDITIONS

1. All utility facilities shall be adjusted by the respective utilities unless noted.
2. All joints between existing streets shall be butted.
3. A one meter (1 m) paved lip shall be placed at all gravel entrances except woods and field entrances unless otherwise directed by the Construction Manager.
4. Pavement depths shown on typical sections are intended to be nominal.
5. For reclaimed streets, driveways will be transitioned, where necessary using the appropriate contract items. Cross slope and gutter grade may vary to minimize driveway transitions.
6. Tacking at joints shall be in accordance with MDOT 2002 specifications.
7. Item 609.31, curb type 3, includes removal of existing curb where necessary and backing up with existing material. The City of Waterville will provide fill (not delivered) that is needed beyond what is covered for item 609.31 in the Maine Department of Transportation Standard Specification book November 2014 Edition.
8. 618.13 Seeding method 1 shall be used behind new curb. A maximum payment depth of 2" of loam will be allowed behind curb to facilitate grass growth. Extra loam will be considered incidental to item 618.13.
9. CONTRACTOR is responsible for layout.
10. All flagging and traffic control shall be incidental to the entire project.
11. The contractor is responsible for maintaining the roadway for vehicles during the entire project.
12. The streets are to be swept by the contractor prior to paving.
13. The City of Waterville will provide drivers and trucks to remove and retain milling material. Material to be loaded by the CONTRACTOR.
14. The OWNER is to be notified 10 working days prior to any paving to allow adequate time for adjusting utilities.
15. The OWNER reserves the right to add or remove streets to this project.
16. All pavement and tack slips are to be turned into the resident engineer at the end of each work day.
17. Item 403.209 Hot Mix Asphalt 9.5mm (sidewalks, driveways, incidental), when considering driveways, is to be placed after item 403.210 Hot Mix Asphalt 9.5 mm has been completed. No exceptions.
18. **This job is asking for a 1 ½" mill and a 1 ½" 9.5mm HMA Surface on Summer Street, and a 9.5mm HMA drag shim and a 1 ¼" 9.5mm HMA Surface on Grove Street.**
19. Catch Basins shall be adjusted by others.
20. The Contractor shall wait a minimum of two weeks between the reclaim and the surface, pavement application to allow structures to be brought to grade.
21. Contractor is responsible for hiring their own QC to test applicable asphalt and concrete for this project. QC cost is incidental to the project.
22. The Contract will be awarded based on the Total Bid price for all roads and sidewalk.
23. If there is a discrepancy between this contract and the General Conditions the contract will override the General Condition.

**SPECIAL PROVISION**  
**SECTION 104**  
**Utilities**

**MEETING**

A Preconstruction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is hereby called for.

**GENERAL INFORMATION**

These Special Provisions outline the arrangements that have been made by the OWNER for coordination of the work and for utility adjustments as defined in Subsection 104.4.6 and 104.4.8 of the Standard Specifications. The following list identifies all known utilities that have facilities presently located within the limits of this project, unless otherwise provided.

Utility	Aerial	Underground
GoNetSpeed	X	
Waterville Sewerage District		X
Kennebec Water District		X
Kennebec Sanitary Treatment District		X
Summit Natural Gas*		X
Spectrum	X	

Temporary utility adjustments are not contemplated unless herein provided for.

Manholes, valve boxes, service connections, and similar incidental utilities are to be adjusted in cooperation with work done by the Contractor.

Any times and dates mentioned are estimates only and are dependent upon favorable weather, working conditions, and freedom from emergencies. The Contractors shall have no claim against the Department, Owner, or Engineer if they are exceeded. No compensation (time or money) will be given for delays.

Utility working days are Monday through Friday, conditions permitting. Times are estimated based on a single crew for each utility.

In all cases, the utilities shall be advised well in advance (minimum three weeks) before work, dependent upon other work to be done by the Contractor, in any particular area, is to be commenced by them.

\*Summit Natural Gas has mains within the project limits. Any work done in this area the contractor must verify with Summit Natural Gas that none of their utilities will become a conflict.

For information on Central Maine Power utilities please contact Daniel Couturier at [Daniel.Couturier@cmpco.com](mailto:Daniel.Couturier@cmpco.com)

SECTION 108  
PAYMENT  
(Asphalt Escalator)

108.4.1 Price Adjustment for Hot Mix Asphalt: For all contracts with hot mix asphalt in excess of 500 tons total, a price adjustment for performance graded binder will be made for the following pay items:

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

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

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

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

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

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

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

**SECTION 202  
REMOVING STRUCTURES AND OBSTRUCTIONS  
(Pavement Butt Joints)**

Description. This work- shall consist of removing the surface of existing pavement to the depth, width, grade, and slope to create butt joints between new and existing pavements as shown on the plans or as directed by the Resident.

**CONSTRUCTION REQUIREMENTS**

Removing Material. The equipment for removing the bituminous surface shall be a cold milling machine or a power operated planer capable of removing the existing pavement to the required depth, width, grade, and slope.

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

Method of Measurement. Pavement butt joints will be measured by the square meter [square yard] of material removed.

Basis of Payment. The accepted quantity of pavement butt joints will be paid for at the contract unit price per square meter [square yard] which price will be full for removing, and salvaging the bituminous material.

Any bituminous leveling material or temporary pavement required will not be measured for payment directly but will be incidental to the related contract Pay Items.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
202.203 Pavement Butt Joints	Square Meter [Square Yard]

**SECTION 652  
MAINTENANCE OF TRAFFIC**

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

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

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

Road Work xxxx<sup>1</sup>  
One Lane Road Ahead  
Flagger Sign

Other typical signs include:

Be Prepared to Stop  
Low Shoulder  
Bump  
Pavement Ends

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

The Contractor shall conduct their operations in such a manner that the roadway will not be restricted to one lane for more than 800 m [2,500 ft] at each work area. Where more than one work area restricts traffic to one lane operation, these work areas shall be separated by at least 1.6 km [1 mile] of two way operation.

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

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

<sup>1</sup>"Road Work Ahead" to be used in mobile operations and "Road Work xx ft" to be used in stationary operations as directed by the Resident.

**SECTION 00020**  
**BID FORM**

**CONTRACT #1 2026**  
**Local Paving & Sidewalk Project:**  
**Summer Street Mill/Fill and Sidewalk &**  
**Grove Street Shim/Overlay**

To the **CITY OF WATERVILLE**, herein called the **Owner**, acting by and through its City Council for completion of the **CONTRACT #1 2026 Local Paving & Sidewalk Project: Summer Street Mill/Fill and Sidewalk & Grove Street Shim/Overlay**

project in Waterville, Maine.

The undersigned, as Bidder, herein referred to as singular and masculine, declares as follows:

1. The only parties interested in the BID as principals are named herein,
2. The BID is made without collusion with any other person, firm, or corporation;
3. No officer, agent or employee of the Owner is directly or indirectly interested in this BID;
4. He has carefully examined the site of the proposed work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, the difficulties attended upon its execution, and the accuracy of all estimated quantities stated in this Bid, and he has carefully read and examined the Drawings, Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof;
5. He understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use such information made available to him through the Contract Documents or otherwise, or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance there-fore in the BID;

6. He understands that all reports of investigations and tests of subsurface and latent physical conditions at the site and other information affecting the performance of the Work which have been relied upon by the Engineer in preparation of the Drawings and Specifications are not guaranteed as to accuracy or completeness and are not part of the Contract Drawings.
7. He understands that the quantities of work tabulated in this Bid in the Specifications and other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.
8. He understands the Owner reserves the right to delete individual bid items from the base bid, at no additional compensation, as deemed necessary; and
9. If the General Contractor utilizes subcontract Equipment and/ or Labor to perform any of the work required for this contract, the General Contractor agrees that Waterville's City Engineer has the right to terminate any subcontractor, if, in the opinion of the City Engineer, any work performed by the subcontractor is not acceptable; in addition, the City Engineer will issue a written notice to the General Contractor if any subcontractor is to be removed from the project. Upon delivery of the removal notice, no additional payment will be considered for any work performed by the subcontractor after the date and time of delivery, and no payment will be made for any unacceptable work performed by the subcontractor prior to notice. The General Contractor further agrees that the City's right of removal of a subcontractor from the project in no way infers, obligates, or construes that the City has any contractual obligation with any party except the General Contractor. The General Contractor further agrees that no additional cost, claim, or contract time extension will be submitted to the City or considered by the City as a result of the City's action of removing any subcontractor.
10. The General Contractor understands that the basis of award will be based on the base bid and the bid alternates should the city choose to accept the alternates.

The undersigned agrees that for extra work, if any, performed in accordance with the terms and provision of the annexed form of AGREEMENT, he will accept compensation as stipulated therein in full payment for such extra work.

If this **BID** is accepted by the Owner, the undersigned agrees to complete the work on or before **Friday, July 31, 2026.**

As provided in the INSTRUCTIONS TO BIDDERS, the Bidder hereby agrees that he will not withdraw this BID for thirty (30) calendar days, and that if the Owner shall accept this BID, the Bidder will duly execute and acknowledge the AGREEMENT and CONTRACT BONDS within fifteen (15) calendar days after notification that the AGREEMENT and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of his agreements as hereinabove set forth, the Owner shall have the right to retain the amount of the Bid Security, which shall become the Owner's property.

This BID includes Addenda number\*\* \_\_\_\_\_

\*\* To be filled in by Bidder if Addenda are issued.

The Bidder, by submittal of this BID, agrees with the Owner that the amount of the Bid Security deposited with this BID fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill his agreements as above provided.

**BID FORM**

**NAME OF BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**SCHEDULE OF ITEMS  
Summer Street Mill/Fill**

Item No.	Bid Item	Description	Unit	Est. Qty.	Unit Price	Total Dollars
1	202.203	Pavement butt joints	s.y.	2084		
2		Mill	s.y.	11,255		
3	403.209	Hot mix asphalt 9.5 (sidewalks, driveways, incidental)	ton	210		
4	403.210	Hot mix asphalt 9.5 mm	ton	930		
5	403.211	Hot mix asphalt 9.5 mm Shim	ton	465		
6	409.15	Bituminous tack coat applied	gal.	563		
7	615.07	Loam	c.y.	70		
8	629.05	Hand Labor Straight Time	MH	10		
9	631.12	All Purpose Excavator (incl. Operator)	HR	10		
10	631.172	Truck-large (incl. Operator)	HR	10		
11	659.10	Mobilization	l.s.	l.s.	<del> </del>	

**BID TOTAL:**        \$ \_\_\_\_\_

**Summer Street Valve Box Adjustments in Road  
(Bid Alternate)**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Dollars</b>
12	Water Gate Valve Box Adjustment to Finish Grade	Ea.	26		

**Bid Alternate Item 12 – Raise Water Gate Valve Boxes to Finish Grade on Summer Street Mill/Fill**

This item includes the labor and equipment to raise all the water gate valve boxes in the roadway on Summer Street to finish grade. Kennebec Water District (KWD) has approximately 26 water gate valve boxes that will need to be broken free, lowered and raised. KWD will break free, lower and replace any water gate valve boxes that need replacing prior to milling. The contractor will raise all the water gate valve boxes that were lowered prior to milling to surface grade.

**Notification**

KWD requires 10 working days prior to needing any adjustments. KWD requires 10 working days to break free, lower the water gate valve boxes. Contractor should reach out to Jared Bragdon at 207-861-4360 or jbragdon@kennebecwater.org for coordination.

**Summer Street Valve Box Adjustments in Sidewalk  
(Bid Alternate)**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Bid Price</b>
13	Water Gate Valve Box Adjustment to Finish Grade	Ea.	7		

**Bid Alternate Item 13 – Raise Water Gate Valve Boxes to Finish Grade on Summer Street Sidewalk**

This item includes the labor and equipment to raise all the water gate valve boxes on the sidewalks on Summer Street to finish grade. Kennebec Water District (KWD) has approximately 7 water gate valve boxes that will need to be broken free. KWD will break free and replace any water gate valve boxes that need replacing. The contractor will adjust all the water gate valve boxes to match surface grade.

**Notification**

KWD requires 10 working days prior to needing any adjustments. KWD requires 5 working days to break free, lower the water gate valve boxes. Contractor should reach out to Jared Bragdon at 207-861-4360 or jbragdon@kennebecwater.org for coordination.

**SCHEDULE OF ITEMS**  
**Grove Street Shim / Overlay**

Item No.	Bid Item	Description	Unit	Est. Qty.	Unit Price	Total Dollars
1	202.203	Pavement butt joints	s.y.	989		
2	403.209	Hot mix asphalt 9.5 (sidewalks, driveways, incidental)	ton	100		
3	403.210	Hot mix asphalt 9.5 mm	ton	600		
4	403.211	Hot mix asphalt 9.5 mm Shim	ton	350		
5	409.15	Bituminous tack coat applied	gal.	430		
6	659.10	Mobilization	l.s.	l.s.	<del> </del>	

**BID TOTAL:**           \$ \_\_\_\_\_

**Grove Street Valve Box Adjustments**  
**(Bid Alternate)**

Item	Description	Unit	Estimated Quantity	Unit Price	Total Dollars
7	Water Gate Valve Box Adjustment to Finish Grade	Ea.	12		

**Bid Alternate Item 7 – Raise Water Gate Valve Boxes to Finish Grade on Grove Street**

This item includes the labor and equipment to raise all the water gate valve boxes on Grove Street to finish grade. Kennebec Water District (KWD) has approximately 12 water gate valve boxes that will need to be broken free and raised. KWD will break free any water gate valve boxes that need replacing prior to paving. The contractor will raise all the water gate valve boxes to surface grade.

**Notification**

KWD requires 10 working days prior to needing any adjustments. KWD requires 5 working days to break free the water gate valve boxes. Contractor should reach out to Jared Bragdon at 207-861-4360 or jbragdon@kennebecwater.org for coordination.

**SCHEDULE OF ITEMS  
Summer Street Sidewalk**

Item No.	Bid Item	Description	Unit	Est. Qty.	Unit Price	Total Dollars
1	202.00	Sawcut Pavement	LF	6400		
2	202.127	Remove Sidewalk & Driveway Pavement	SY	4653		
3		Remove Pavement & Curb	SY	605		
4	304.14	Type A Gravel – Shim and Grade	CY	353		
5	403.210	Hot Mix Asphalt 9.5mm Sidewalk 2"	Ton	333		
6	403.210	Hot Mix Asphalt 9.5mm Driveway 3"	Ton	176		
7		Hot Mix Asphalt 12.5mm Under Curb	Ton	67		
8		New Bituminous Curb	LF	5442		
9	615.07	Loam	CY	80		
10	618.13	Seeding Method 1 & Mulch	SF	10884		

**BID TOTAL:** \$ \_\_\_\_\_

**TOTAL BID AMOUNT:** \$ \_\_\_\_\_

(SEAL) By: \_\_\_\_\_  
(Signature of Authorized Representative)

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Town & State)

Date: \_\_\_\_\_

The Bidder is a corporation incorporated in the State (or Commonwealth) of \_\_\_\_\_, a partnership, or an individual. \*

(Note: If the Bidder is a corporation, affix corporate seal and give below the names of its president, treasurer, and general manager; if a partnership, give full names and residential address of all partners; and if an individual, give residential address if different from business address.)

\*Bidder must add and delete as necessary to make this sentence read correctly.

**END OF SECTION**

**SECTION 00022**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety,  
are hereby held and firmly bound unto \_\_\_\_\_ as OWNER in the  
penal sum of \_\_\_\_\_ for the payment of which, well and truly to be  
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

The Condition of the above obligation is such that whereas the Principal has submitted  
to \_\_\_\_\_ a certain BID, attached hereto  
and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE,

- a. If said BID shall be rejected, or
- b. If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_(L.S.)  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

**IMPORTANT** - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

**END OF SECTION**

**SECTION 00025**  
**EXPERIENCE STATEMENT**

1. **General**

Each Contractor and Subcontractor will submit, with his proposal, a statement of projects constructed within the past two (2) years, possibly of comparable size and character. Not over five (5) projects need to be listed. This information will be utilized by the Owner and Engineer in reviewing the Bidder's qualifications and capabilities for performing the work.

2. **Submittals**

The Contractor and Subcontractor will submit, as a part of his statement, the following:

- A. Location and dollar volume of the project.
- B. Brief description.
- C. Length of Contract.
- D. Listing of equipment, which Bidder considers necessary for conducting the Contract, and its availability.

**END OF SECTION**

**SECTION 00030**  
**NOTICE OF AWARD**

TO:

**PROJECT DESCRIPTION: CONTRACT #1 2026 Local Paving & Sidewalk Project:  
Summer Street Mill/Fill and Sidewalk & Grove Street Shim/Overlay**

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Invitation to Bid dated \_\_\_\_\_ and Instruction to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ \_\_\_\_\_.

You are required by the Instruction to Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Labor and Material Payment Bond and Certificate of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of Bill as abandoned and as a forfeiture of your BID Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**City of Waterville**

Owner

By: \_\_\_\_\_ Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged.

By: \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature: \_\_\_\_\_

Printed Name & Title:

\_\_\_\_\_

**END OF SECTION**

**SECTION 00040**  
**NOTICE TO PROCEED**

Dated: \_\_\_\_\_, 20\_\_

TO: \_\_\_\_\_

(CONTRACTOR)

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_

**PROJECT: CONTRACT #1 2026 Local Paving & Sidewalk Project: Summer Street Mill/Fill and Sidewalk & Grove Street Shim/Overlay**

**CONTRACT FOR: CONTRACT #1 2026 Local Paving & Sidewalk Project: Summer Street Mill/Fill and Sidewalk & Grove Street Shim/Overlay**

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_, **20\_\_**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Agreement, the dates of Substantial Completion and completion and readiness for final payment is **Friday, July 31, 2026.**

Before you may start any work at the site, paragraph 2.7 of the General Conditions provides that you and the Owner must each deliver to the other (with copies to the ENGINEER and other identified additional insureds) certificates of insurance which each is required to purchase and, maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must

\_\_\_\_\_

**City of Waterville**

(OWNER.)

By: \_\_\_\_\_

(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(TITLE)

**ACCEPTANCE OF AWARD**

By: \_\_\_\_\_

(CONTRACTOR)

\_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(PRINTED NAME & TITLE)

\_\_\_\_\_  
(DATE)

**END OF SECTION**

**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ by and between the City of Waterville (hereinafter called OWNER) and

---

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Article 1. WORK.**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**CONTRACT #1 2026 Local Paving & Sidewalk Project: Summer Street Mill/Fill and Sidewalk & Grove Street Shim/Overlay**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**CONTRACT #1 2026 Local Paving & Sidewalk Project: Summer Street Mill/Fill and Sidewalk & Grove Street Shim/Overlay**

**Article 2. ENGINEER.**

The Project has been designed by:

**The City of Waterville  
Public Works Department  
6 Wentworth Court  
Waterville, ME 04901**

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**Article 3. CONTRACT TIMES.**

3.1 The Work will be substantially completed on Friday, July 31, 2026.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **FIVE HUNDRED** dollars (**\$500.00**) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **FIVE HUNDRED** dollars (**\$500.00**) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

**Article 4. CONTRACT PRICE.**

4.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows: \$

\_\_\_\_\_ (See Section 00020)

**Article 5. PAYMENT PROCEDURES.**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 *Progress Payments: Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Application for Payment as recommended by ENGINEER, on or about the **1st** day of each month during construction as provided in paragraphs 5.1.1. and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is not schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

**90%** of the Work completed (with the balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed.

**90%** (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to **95%** of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

#### **Article 6. INTEREST.**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of **1-1/2%** per **month.**

#### **Article 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including "technical data."

7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplemental Specification as provided in the Standard Specifications. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) 0 such additional supplementary examinations, investigations, explorations, test, studies or data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, test, studies and data with the Contract Documents.

7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to ENGINEER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 8. CONTRACT DOCUMENTS.**

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages I to 7, inclusive).
- 8.2 Exhibits to this Agreement. -N/A
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 MDOT Standard Specifications (December 2002)
- 8.6 Standard Details (April 1997)

8.7 Contract Documents bearing the title **CONTRACT #1 2026 Local Paving & Sidewalk Project: Summer Street Mill/Fill and Sidewalk & Grove Street Shim/Overlay**

- 8.8 Addenda numbers to \_\_\_\_\_ , \_\_\_\_\_ inclusive.
- 8.9 CONTRACTOR's Bid (pages \_\_\_\_\_ to \_\_\_\_\_ inclusive).
- 8.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_ , inclusive.) N/A

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

**Article 9. MISCELLANEOUS.**

- 9.1 Terms used in this Agreement, which are defined in Article I of the General Conditions will have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.5 OTHER PROVISIONS N/A

(Insert other provisions here if applicable)

IN WITNESS WHEREOF, OWNER, and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR AND ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_ (which is the effective date of the Agreement).

OWNER: CITY OF WATERVILLE

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest \_\_\_\_\_

Attest \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address for giving notices

Address for giving notices

6 Wentworth Court

\_\_\_\_\_

Waterville, ME 04901

\_\_\_\_\_

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents)

License No. \_\_\_\_\_

Agent for service process: \_\_\_\_\_

\_\_\_\_\_

(If CONTRACTOR is a corporation, attach Evidence of authority to sign)

**END OF SECTION**

**SECTION 00110  
CONSTRUCTION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENT: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_ hereinafter called PRINCIPAL and  
(Corporation, Partnership or Individual),

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called SURETY, are held and firmly bound unto **the City of Waterville, Maine**

\_\_\_\_\_ hereafter called OWNER, and the United States of America acting through Rural Development hereinafter referred to as the GOVERNMENT, in the total aggregate penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the PRINCIPAL shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, or GOVERNMENT with or without notice to the SURETY and during the one (1) year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER and GOVERNMENT from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER and GOVERNMENT all outlay and expense which the OWNER and GOVERNMENT may incur in making good any default, then this obligations shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER and GOVERNMENT are the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary:

\_\_\_\_\_  
(Principal)

(SEAL)

By: \_\_\_\_\_(s)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal:)

\_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
Witness of Surety

By: \_\_\_\_\_  
Attorney in fact

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**END OF SECTION**

**SECTION 00120  
CONSTRUCTION PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

a \_\_\_\_\_ hereinafter called PRINCIPAL and  
(Corporation, Partnership or Individual)

\_\_\_\_\_ (Name of Surety)  
hereinafter called SURETY, are held and firmly bound unto **the City of Waterville, Maine**

\_\_\_\_\_ hereinafter called OWNER, and the United States of America acting through the Rural Development hereinafter referred to as GOVERNMENT, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, a copy of which is hereto attached and made a part hereof for the \_\_\_\_\_ construction \_\_\_\_\_ of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL (or with the GOVERNMENT in the event the GOVERNMENT is performing the obligations of the OWNER), shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) after the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER or GOVERNMENT and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary: \_\_\_\_\_ (Principal)

(SEAL) By: \_\_\_\_\_ (s)

Address: \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal:)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

ATTEST:

\_\_\_\_\_  
Witness of Surety By: \_\_\_\_\_ Attorney in fact

\_\_\_\_\_  
Address Address

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

**END OF SECTION**

**CHANGE ORDER**

No. \_\_\_\_\_

**PROJECT** \_\_\_\_\_  
DATE OF ISSUANCE \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

OWNER CITY OF WATERVILLE \_\_\_\_\_  
OWNER's CONTRACT No. \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_ ENGINEER \_\_\_\_\_

You are directed to make the following changes in the Contract Documents.

Description:

Reason for Change Order:

Attachments: (List Documents Supporting Change)

**CHANGE IN CONTRACT PRICE    CHANGE IN CONTRACT TIMES:**  
Original Contract Price \_\_\_\_\_ Original Contract Times \_\_\_\_\_  
\$ \_\_\_\_\_ Substantial Completion: \_\_\_\_\_  
Ready for final payment: \_\_\_\_\_

Net changes from previous Change Orders No. 0 to No. 0    Net changes from previous Change Orders No. 0 to No. 0  
\$ \_\_\_\_\_ days    \$ \_\_\_\_\_ days

Contract Price prior to this Change Order \_\_\_\_\_ Contract Times prior to this Change Order \_\_\_\_\_  
\$ \_\_\_\_\_ Substantial Completion: \_\_\_\_\_  
Ready for final payment: \_\_\_\_\_

Net Decrease of this Change Order \_\_\_\_\_ Net Increase of this Change Order \_\_\_\_\_  
\$ \_\_\_\_\_ days

Contract Price with all approved Change Orders \_\_\_\_\_ Contract Times with all approved Change Orders \_\_\_\_\_  
\$ \_\_\_\_\_ Substantial Completion: \_\_\_\_\_  
Ready for final payment: \_\_\_\_\_

RECOMMENDED:                      APPROVED:                      ACCEPTED:  
By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
Engineer (Authorized Signature)    Owner (Authorized Signature)    Contractor (Authorized Signature)  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

**END OF SECTION**

**RECOMMENDATION OF PAYMENT**

No. \_\_\_\_\_

OWNER's Project No. \_\_\_\_\_

ENGINEER's Project No. \_\_\_\_\_

PROJECT \_\_\_\_\_

**CONTRACTOR**

Contract For \_\_\_\_\_

Contract Date \_\_\_\_\_

Application Date \_\_\_\_\_

Application Amount \_\_\_\_\_

For Period Ending \_\_\_\_\_

To City of Waterville  
OWNER

Attached hereto is the CONTRACTOR's Application for Payment for Work accomplished under the Contract through the date indicated above. The Application meets the requirements of the Contract Documents and includes the CONTRACTOR's Certificate stating that all previous payments to him under the Contract have been applied by him to discharge in full all of his obligations in connection with the Work covered by all prior Applications for Payments.

In accordance with the Contract the undersigned recommends payment to the CONTRACTOR of the amount due as shown below.

\_\_\_\_\_  
ENGINEER

Dated \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

**STATEMENT OF WORK**

	<b>Original Contract Price</b>	<b>\$ _____</b>	<b>Work Completed to Date</b>	
Net Change Orders	\$ _____		(including retainage)	\$ _____
Current Contract Price	\$ _____		Amount Retained	
			(this payment)	\$ _____
			Amount Due This Payment	\$ _____

**END OF SECTION**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

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**PROJECT**

DATE OF ISSUANCE \_\_\_\_\_  
\_\_\_\_\_

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OWNER CITY OF  
WATERVILLE

OWNER's CONTRACT No. \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ ENGINEER \_\_\_\_\_  
\_\_\_\_\_

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This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

**TO** City of Waterville \_\_\_\_\_  
OWNER

And To \_\_\_\_\_  
CONTRACTOR

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The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR, and ENGINEER, and that WORK is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_

**DATE OF SUBSTANTIAL COMPLETION**

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the WORK in accordance with Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within 45 days of the above date of Substantial Completion.

From the date of Substantial Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER:  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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The following documents are attached to and made a part of this Certificate:  
**List of remaining items.**

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This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

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Executed by ENGINEER on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
ENGINEER

By: \_\_\_\_\_  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

By: \_\_\_\_\_  
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
City of  
Waterville \_\_\_\_\_

OWNER

By: \_\_\_\_\_  
(Authorized Signature)

**END OF SECTION**

**SECTION 00510  
SUPPLEMENTARY CONDITIONS**

**Supplements**

The following supplements modify, change, delete, or add to the "Standard General Conditions of the Construction Contract". Where any part of the General Conditions is modified or voided by these Sections, the unaltered provisions of that part remain in effect. Where the language of the Supplementary Conditions conflicts with that of the Standard General Conditions, the Supplementary General Conditions shall take precedence.

**Contents of Supplementary Conditions**

<b><u>Section No.</u></b>	<b><u>Section Title</u></b>
SC-1	General
SC-2	Insurance
SC-3	Performance and Materials
SC-4	Extra Work/Change Order
SC-5	Dispute Resolution

## SECTION SC-1 GENERAL

A. **Divisions and Sections**: For convenience of reference, the Specifications are separated into titled Divisions and Sections. Such separations shall not, however, operate to make the OWNER or the ENGINEER an arbiter to establish limits to the contracts between the CONTRACTOR and Sub-contractor.

B. **Copies of the Contract**: In addition to Contract Documents Furnished to the CONTRACTOR by the OWNER for the CONTRACTOR's use during construction, there shall be at least three (3) executed copies of the Contract Documents to be distributed by the OWNER as follows:

- a) One (1) copy each to the OWNER, ENGINEER, and CONTRACTOR
- b) Additional copies as required dependent upon other Federal or State agencies contributing to or participating in project costs.

C. **Default and Annulment of Contract**: In addition to the provisions contained in the General Conditions of the Construction Contract, the OWNER may give notice in writing to the CONTRACTOR and his Surety and may suspend Work upon the occurrence of any one or more of the following events:

- a. If the CONTRACTOR is adjudged bankrupt or insolvent
- b. If the CONTRACTOR makes a general assignment for the benefit of creditors
- c. If a trustee or receiver is appointed for the CONTRACTOR or for any of the CONTRACTOR's property
- d. If the CONTRACTOR files a petition to take advantage of any debtor's act, or to recognize under the bankruptcy or similar laws
- e. If the CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment
- f. If the CONTRACTOR repeatedly fails to make prompt payments to Sub-contractors or for labor, materials or equipment
- g. If the CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction
- h. If the CONTRACTOR disregards the authority of the ENGINEER
- i. If the CONTRACTOR otherwise violates in any substantial way any Provisions of the Contract Documents
- j. If the CONTRACTOR fails to begin the Work within the time limit stated in the Notice to Commence Work and completion of phases of the Work in accordance with schedules approved by the OWNER
- k. If the CONTRACTOR discontinues the Work or fails to resume the Work when directed by the OWNER, or
- l. If the CONTRACTOR does not perform the Work in a manner acceptable to the OWNER.

**D. Non-Resident CONTRACTORS:** The successful Bidder, if a corporation established under laws other than the State in which the proposed construction is located, shall file, at the time of the execution of the contract, with the OWNER, notice of the name of its resident attorney, appointed as required by the laws of the State in which the proposed construction is located. The successful Bidder, if a resident of another State other than that in which the proposed construction is located and not a corporation, shall file, at the time of execution of the contract, with the OWNER, a written appointment of a resident of the State in which the construction is located, having an office of place of business therein, to be his true and lawful attorney upon whom all law processes in any actions or proceedings against him may be served; and in such writing, which shall set forth said attorney's place of residence, shall agree that any lawful process against him which is served on said attorney shall be of the same legal force and validity as if served on him, and that the authority shall continue in force so long as any liability remains outstanding against him in said State, The power of attorney shall be filed in the office of the Secretary of State if required, and copies certified by the Secretary shall be sufficient evidence thereof. Such appointment shall continue in force until revoked by an instrument in writing, designating in a like manner some other person upon whom such processes may be served, which instrument shall be filed in the manner provided herein for the original appointment.

A Non-resident CONTRACTOR shall be deemed to be:

- a. A person who is not a resident in the State where the proposed construction is to be located.
- b. Any partnership that has no member thereof resident in the State where the proposed construction is to be located
- c. Any corporation established under laws other than those of the State in which the proposed construction is located.

**E. Duties, Responsibilities and Limitations of the Authority of Resident Project Representative:**

General: Resident Project Representative is ENGINEER's Agent and shall act as directed by and under the supervision of ENGINEER. He shall confer with ENGINEER regarding his actions. His dealings in matters pertaining to the on-site Work will in general be only with ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent. He shall generally communicate with OWNER only through or as directed by ENGINEER.

Duties and Responsibilities:

Resident Project Representative shall:

- a. **Schedules:** Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.
- b. **Conferences:** Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with ENGINEER and notify in advance those expected to attend. Attend meetings, and maintain and circulate copies of minutes thereof.
- c. **Liaison:** Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist him in understanding the intent of the Contract Documents. Assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations. As requested by ENGINEER, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

In the interest of preserving the proper channels of communication, advise ENGINEER of any direct communication between OWNER and CONTRACTOR.

- d. **Shop Drawings and Samples:** Receive and record date of receipt of Shop Drawings and samples, which have been reviewed by ENGINEER.

Receive samples, which are finished at the site by CONTRACTOR for ENGINEER's approval, and notify ENGINEER of their availability for examination.

Advise ENGINEER and CONTRACTOR or his superintendent immediately of the commencement of any Work requiring Shop Drawings or sample submission if the submission has not been received by ENGINEER.

- e. **Review of Work, Rejection of Defective Work, Observations and Tests:** Conduct on-site observations of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with Contract Documents and that completed Work will conform to the Contract Documents.

Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty, or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any observations, tests or reviews required to be made, and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or required special testing.

Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report to ENGINEER appropriate details relative to the test procedures and start-ups.

Accompany OWNER and visiting representatives of public or other agencies having jurisdiction over the Project, record the outcome of these reviews and report to ENGINEER.

- f. **Interpretation of Contract Documents:** Transmit to CONTRACTOR clarification and interpretation of the Contract Documents as issued by ENGINEER.
- g. **Modifications:** Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings and/or Specifications and report them with recommendations to ENGINEER.
- h. **Records:** Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and sample submissions, reproductions of original Contract Documents including 0 addenda, change orders, field orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.

**END OF SECTION**

## **SECTION SC-2 INSURANCE**

### **PART I – GENERAL**

#### **1.1 Description:**

The Contractor shall purchase and maintain, throughout the work period, insurance of the limits and types stated in the General Conditions of the Construction Contract and as stated below, from an insurance company approved by the Owner.

#### **1.2 Evidence of Insurance:**

As evidence of insurance coverage, the Owner may, in lieu of actual policies, accept official written statements from the insurance company certifying that all the insurance policies specified below are in force for the specified period. The Contractor shall submit evidence of insurance to the Owner at the time of executing the Agreement.

#### **1.3 Form of Insurance:**

Insurance shall be in such form as will protect the Contractor and Owner from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this contract, whether such operation be by himself or by anyone directly or indirectly employed by him.

#### **1.4 Amount of Insurance:**

Except when otherwise stated, the amount of insurance for each policy shall be not less than:

- A. Liability for bodily injury, including accidental death and property damage:
  - 1. \$ 1,000,000 for anyone person.
  - 2. \$ 1,000,000 for each accident.
  
- B. Liability for property damage:
  - 1. \$500,000 for any accident.
  - 2. \$500,000 for all accidents.

#### **1.5 Types of Insurance:**

Purchase and maintain the following types of insurance:

- A. Full Worker's Compensation insurance coverage for all persons employed by the Contractor to perform work on this project. This insurance shall be in strict accordance with the requirements of the most current laws of the State.

- B. Comprehensive General Liability to cover Bodily Injury and Property Damage, including Contractual Liability including XCU coverage (for blasting explosion, and injury to, or destruction of, wires, pipes, conduits and similar property, appurtenant apparatus, whether public or private and collapse of, or structural injury to, any building or structure, except those on which work under this Contract is being performed) including Broad Form Property Damage and including Owner's and Contractor's Protective Liability.
- C. Automobile Insurance to cover Bodily Injury and Property Damage resulting from the operation of all motor vehicles and equipment, whether or not owned by the Contractor, being operated in connection with the work under this Contract.
- D. Fire and Flood Insurance shall be included with all Property Damage Insurance, either by clause or accompanying letter, in an amount equal to the total bid price of all structures subject to fire damage.

### **1.6 Property Insurance**

Delete paragraph 5.6 of the General Conditions in its entirety and insert the following:

5.6 CONTRACTOR shall purchase and maintain until final payment property insurance upon the Work at the site to the M insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER and Engineer's consultants in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extended coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all-risk" insurance or otherwise provided in these Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work started on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with this paragraph 5.6 shall comply with the requirements of GC-5.8.

**END OF SECTION**

**SECTION SC-3**  
**PERFORMANCE & MATERIALS**

**A. OSHA Regulations**

The project is subject to all of the safety and health regulations as promulgated by the U.S. Department of Labor.

Contractors are urged to make themselves familiar with the requirements of these regulations.

**B. Fire Hydrants**

Fire hydrants on or adjacent to the work area shall be kept accessible to fire apparatus at all times.

**C. Use of Explosives**

When the use of explosives is necessary for the prosecution of the Work, exercise the utmost care not to endanger life or property. The Contractor shall be responsible for any and all damage resulting from the use of explosives.

Store all explosives in a secure manner, in compliance with all State and local laws and ordinances, and legally mark all such storage places. Storage shall be limited to such quantity as may be needed for the work underway.

Designate as a BLASTING AREA all sites where electric blasting caps are located and where explosive charges are being placed. Mark all blasting areas with signs as required by law.

Place signs as required by law at each end of the blasting area and leave in place while the above conditions prevail. Immediately remove signs after blasting operations or the storage of caps is over.

Notify each property owner and public utility company having structures in proximity to the site of the work sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property. Such notice shall not relieve the Contractor of any of his responsibility for damage resulting from his blasting operation.

Warn all persons within the danger zone of blasting operations and do not perform blasting work until the area is cleared. Provide sufficient flagmen outside the danger zone to stop all approaching traffic and pedestrians. Provide watchmen during the loading period and until charges have been exploded. Place adequate protective covering over all charges before being exploded.

#### **D. Public Utilities**

Any elevations and locations of public utilities shown on the Drawings are approximate. It shall be the responsibility of the Contractor to make final and exact determination of the locations and extent of all utilities. The Contractor shall be liable for any expense resulting from any damage to any public utility.

It shall be the responsibility of the Contractor to notify all utility companies and pipe line owners, whether public or private, and other parties affected, of his intention to perform work in the area where such utilities are located, and to endeavor to have all necessary adjustment of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable, and if at all possible before work contemplated is started in the area.

In general, water lines, sewer lines, gas lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals and other utility appurtenances within the limits of the proposed construction shall be moved by the utility involved, and the Owner shall bear the full expense, if any, of this work, unless otherwise specifically stated, or if otherwise noted on the plans.

Any work done upon or within the right-of-way of a railroad company shall be done under the supervision and control of said railroad company to the extent considered necessary by said company. Any additional conditions or requirements for doing work within the railroad right-of-way will be set forth in the special provisions. The Contractor shall bear the full expense of any charges made by said railroad company during the course of construction within the railroad right-of-way, insofar as inspectors, flagmen, etc., are concerned.

E. Whenever standards and standard specifications are referred to in these Specifications, they shall be the latest edition.

#### **F. Safety & Health Regulations**

This project is subject to all of the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U. S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations.

G. "Nothing contained in paragraph 13.12 of the Standard General Conditions of the Construction Contract, shall be construed to establish a limitation with respect to other obligations which the Contractor may have under the Contract Documents. Establishment of the time period of one year as described in this paragraph relates only to the specific obligation of the Contractor to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the work."

**END OF SECTION**

**SECTION SC-4**  
**EXTRA WORK/CHANGE ORDER**

**SUPPLEMENT TO ARTICLE 11:**

**A. Amount of Compensation**

The Engineer may at any time by written order and without notice to the sureties require the performance of such extra work or changes in the work as may be found necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work so ordered shall be made in accordance with the following: Engineer elects.

An agreed-upon lump sum price determined by adding 15% of the "reasonable cost" of the extra work performed, such "reasonable cost" to be determined by the Engineer in accordance with the following.

1. In arriving at the "reasonable cost" for the purposes of the above, the Engineer shall include the reasonable cost to the Contractor of all materials used, of all labor common and skilled, of foreman, trucks, and the fair market rental rate for all machinery and equipment for the period employed directly on the work. The reasonable cost for extra work shall include the cost to the Contractor of any additional insurance that may be required covering public liability of injury to persons and property, the cost of Workman's Compensation Insurance, Federal Social Security, and any other costs based, on pay rolls, and required by law.
2. The cost of extra work shall not include any cost or rental of small tools, Buildings, or any portion of the time of the Contractor, his project supervisor or his superintendent or any allowance for use of capital or the premium on the bond as assessed upon the amount of extra work, these items being considered covered by the fifteen percent (15%) added to the reasonable cost.

**B. Subcontractors:**

In the case of extra work, which is done by subcontractors, whether these are under the specific contract items provided herein, or otherwise if so approved by the Engineer, the 15% added to the reasonable cost of the work will be allowed only to the subcontractor. On such work an additional 5% of the reasonable cost (before addition of the 15%) will be paid to the Contractor for his work in directing the operations of the subcontractor and for any overhead involved.

**END OF SECTION**

**SECTION SC-5**  
**DISPUTE RESOLUTION**

Article 1 - All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof, shall be decided in a judicial proceeding.

**END OF SECTION**