

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

FOR

MUNICIPAL PARTNERSHIP INITIATIVE

**GROVE STREET RECLAMATION AND
WATER STREET MILL AND FILL**

WATERVILLE, MAINE

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

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**GROVE STREET RECLAMATION AND WATER
STREET MILL AND FILL**

MUNICIPAL PARTNERSHIP INITIATIVE

WATERVILLE, MAINE

September 6, 2011

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

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Supplementary Conditions

Section No.

SC-1

Section Title

Performance & Materials

SECTION 00010
INVITATION TO BID

Please send sealed Proposals, in envelopes plainly marked:

Proposal For: **Grove Street Reclamation and Water Street Mill and Fill**

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

The proposals will be opened and read aloud at the **Waterville Public Works Department, 6 Wentworth Court, Waterville, Maine on Wednesday, September 14, 2011, 10:00 A.M. (EST)**.

The project involves full depth reclamation, milling, and paving, including grading, drainage, compaction, traffic and dust control, 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 December 2002) and **GENERAL CONDITIONS**, except as modified by these documents.

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

Copies of the Contract Documents may be obtained from:

Waterville Public Works
6 Wentworth Court
Waterville, Me 04901

The Contract Documents will be available on **Wednesday September 7, 2011**. The Documents may be examined at the Waterville Publics Works Department and the following offices:

1. The Dunlap Agency
31 Court Street
Auburn, Maine 04210

2. 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 00020) 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 **until September 20, 2011** within which to accept or reject any bid. Completion date is **June 30 2012**. A phase 1 completion date of **November 23, 2011** is for installing the binder coarse on Grove Street. 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.

By: Mr. John Lombardi
Public Works Department

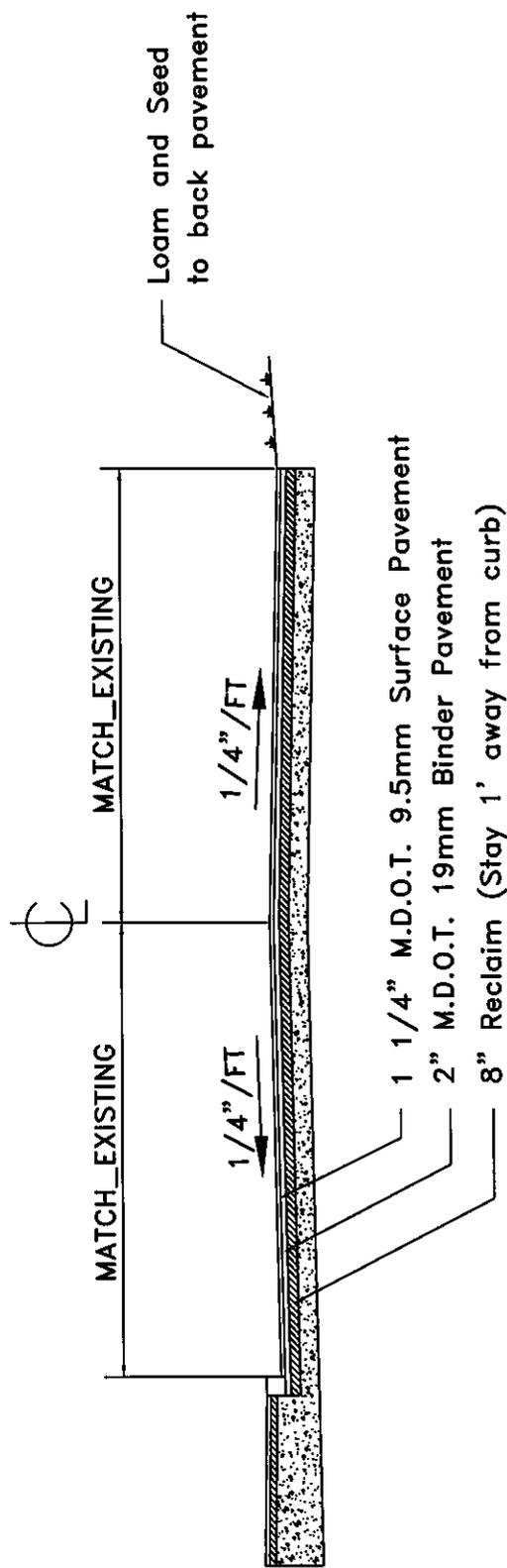
END OF SECTION

SPECIAL CONDITIONS

1. All joints between existing streets, paved drives, and entrances shall be butted.
2. A three foot (3 ft) paved lip shall be placed at all gravel entrances except woods and field entrances unless otherwise directed by the Construction Manager.
3. Pavement depths shown on typical sections are intended to be nominal.
4. Tacking at joints shall be in accordance with MDOT 2002 specifications.
5. Item 609.31, curb type 3, includes removal of existing curb where necessary and backing up with existing material.
6. Item 615.07, Loam will be used on lawn areas, nominal depth 4". All other disturbed areas will be seeded and mulched.
7. CITY is responsible for layout.
8. ALL grading and fine grading shall be incidental shall be incidental to the appropriate items.
9. The contractor is responsible for maintaining the roadway for vehicles during the entire project
10. All paved areas that are to receive additional paving are to be swept by the contractor prior to paving.
11. The OWNER is to be notified 5 days prior to any paving to allow adequate time for adjusting utilities.
12. The OWNER reserves the right to add or remove streets to this project.
13. All pavement and tack slips are to be turned into the resident engineer at the end of each work day.
14. All hand work shall be incidental to item number 403.209 HMA 9.5 mm (Sidewalks, Driveways, Incidental). The limits will normally be the Right of Way, except in locations of unsuitable grades, as directed by the ENGINEER, that could include additional paving.
15. Water Street consists of a 1 ½" mill and a 1 ½" 9.5mm HMA Surface.
16. Grove Street consists of an 8" Reclaim, a 2" 12.5mm binder, and a 1 ¼" 9.5mm HMA surface.
17. It is the intent of this contract to reclaim Grove Street and install the binder coarse this year, while the surface coarse and Water Street mill/fill will be completed next year.
18. The City of Waterville will provide trucks to service the mill on Water Street and will retain the material.

R.O.W.

ROW_WIDTH



Reclaim

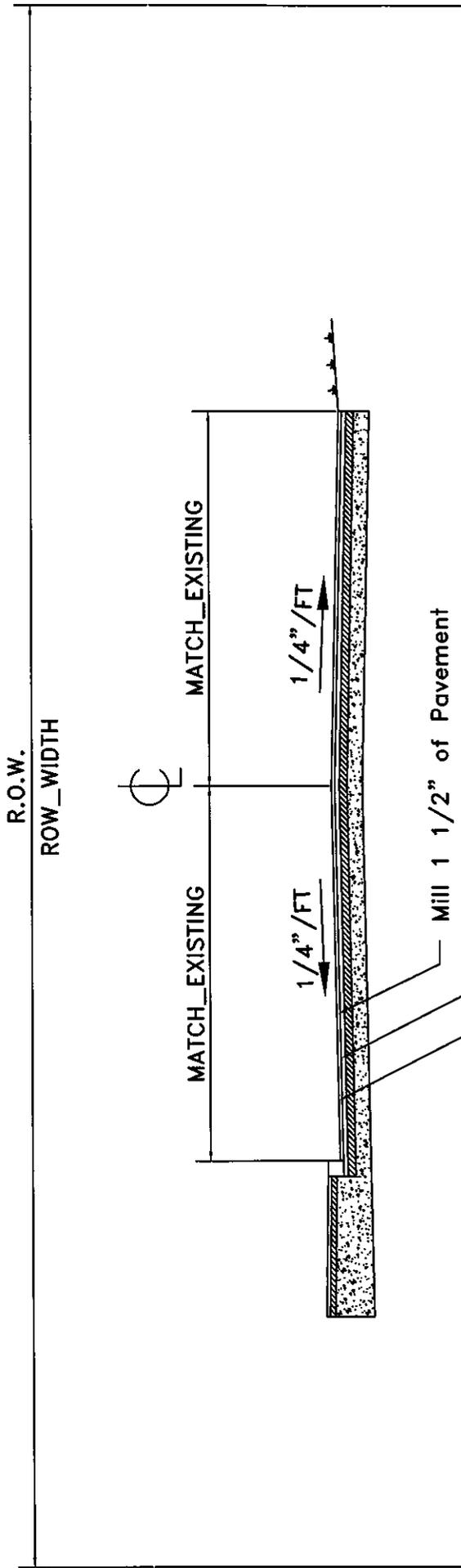
TYPICAL CROSS-SECTION

NOT TO SCALE

Waterville, Maine



PUBLIC WORKS DEPARTMENT
6 WENTWORTH COURT
WATERVILLE, ME 04901
PHONE: (207)877-7630
FAX: (207)877-7632



1 1/2" Mill Fill

TYPICAL CROSS-SECTION

NOT TO SCALE

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 have facilities presently located within the limits of this project, unless otherwise provided.

Utility	Aerial	Underground
Central Maine Power	X	
Waterville Sewerage District		X
Kennebec Water District		X
Kennebec Sanitary District		X
Fairpoint Communications	X	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 on the basis of 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.

Waterville Sewage District, David Blair Superintendent, 873-5191

WSD has 13 manholes on Grove Street and 23 manholes on Water Street, they will require 8 working days to lower structures on Grove and an additional 8 working days to raise the same. For Water Street they will require 17 working days to lower structures and an additional 17 working days to raise the same.

In addition WSD maintains 26 catch basins on Grove Street and 58 on Water Street. Catch basins will be left open for temporary drainage at the same elevation until they are adjusted to final grade for placement of the finish coarse of pavement. Time for these adjustments are incorporated above.

Kennebec Sanitary Treatment District, Tim LeVasseur Superintendent, 873-0611 ext. 102

KSTD has 2 manholes on Grove Street and 12 manholes on Water Street, they will require 1.5 working days to lower structures on Grove and an additional 1.5 working days to raise the same. For Water Street they will require 5 working days to lower structures and an additional 6 working days to raise the same.

Kennebec Water District, Jefferson Longfellow Engineer, 872-2763

KWD has 11 valves on Grove Street and 35 valves on Water Street, they will require 6 working days to lower structures on Grove and an additional 6 working days to raise the same. For Water Street they will require 12 working days to lower structures and an additional 12 working days to raise the same.

In addition KWD intends to abandon a fire service to the Hathaway Complex which will require an additional 3 working days.

Central Maine Power and Fairpoint Communications, These utilities do not contemplate work or adjustments in anticipation of this contract.

SPECIAL PROVISION
SECTION 107
Prosecution and Progress
(Contract Time)

1. The contractor will be allowed to commence work after a traffic control plan and SWECP is presented to John Lombardi at Waterville Public Works. The notice to proceed will then be issued and work can commence immediately
2. A 24-hr. notice will be required for approval of any changes to work schedule.
3. Weekly progress meetings will be held to discuss the progress of the project. The time and date of such meetings will be scheduled following commencement of work.
4. The completion date for this project is June 30, 2012. Phase 1 completion, Grove Street Binder, will be as weather allows in 2011

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

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

**SPECIAL PROVISION
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 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 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 Yard

**SPECIAL PROVISION
SECTION 652
MAINTENANCE OF TRAFFIC**

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

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

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

Road Work xxxx¹
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.

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

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>Travelway and Shoulders as applicable</u>						
Wearing	9.5mm	403.210	N/A	1 ½"	1	1,4,10
Base	12.5mm	403.213	N/A	2"	1	1,4,10,12
<u>Drives, Misc.</u>						
Wearing	9.5mm	403.209	N/A	2"	1/more	1,2,4,10,14

COMPLEMENTARY NOTES

1. All work under this contract shall conform to the most current Special Provision Section 400 - Hot Mix Asphalt Pavement; with the following revisions.
2. The density requirements are waived.
4. The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and acceptance tests for this mix will be performed at **50 Gyration**s.
10. Section 106.6 Acceptance, (2) Method D - For hot mix asphalt items designated as Method D in Special Provision Section 403 --Hot Mix Asphalt, one sample will be taken from the paver hopper or the truck body per **500** ton, per pay item. The mix will be tested for density, gradation and PGAB content as required. Disputes will not be allowed. If the mix is within the tolerances listed in Table 9 below, the Department will pay the contract unit price.

Table 9

Property	USL and LSL
	Method D
Percent Passing 4.75 mm [No. 4] and larger sieves	Target ± 7
Percent Passing 2.36 mm [No. 8] to 1.18 mm [No. 16] sieves	Target ± 5
Percent Passing 0.60 mm [No. 30]	Target ± 4
Percent Passing 0.30 mm [No. 50] to 0.075 mm [No. 200] sieve	Target ± 3
PGAB Content	Target ± 0.5
In-Place Density	92.5 % +/- 2.5%

If the test results for each **500** ton increment are outside these limits the following deductions (Table 9b) shall apply to the HMA quantity represented by the test. A second consecutive failing test shall result in cessation of production

TABLE 9b

PGAB Content	-5%
2.36 mm sieve	-2%
0.30 mm sieve	-1%
0.075 mm sieve	-2%
* In-Place Density	-10%

*Two cores shall be taken and tested for density for each representative mixture sample as outlined in section 401.204 – Testing Method D.

12. The combined aggregate gradation required for this item shall be classified as a 12.5mm “**fine graded**” mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. A mixture meeting the requirements of section 703.09 Grading ‘D’, with a minimum PGAB content of 6%, and the limits of Specification 401, Table 8 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and the surface course, at a rate not to exceed 0.025 gal/yd².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SPECIAL PROVISION
SECTION 403
HOT MIX ASPHALT

Desc. of Course	Grad. Design	Item Number	Bit Cont. % of Mix	Total Thick	No. Of Layers	Comp. Notes
<u>Travelway and Shoulders as applicable</u>						
Wearing	9.5mm	403.210	N/A	1 ½"	1	1,4,10
Shim	9.5mm	403.211	N/A	variable	1	1,4,10
<u>Sidewalks, Drives, Misc.</u>						
Wearing	9.5mm	403.209	N/A	¾" - 2"	1/more	1,2,3,10,11,14

COMPLEMENTARY NOTES

- All work under this contract shall conform to the most current Special Provision Section 400 – Hot Mix Asphalt Pavement; with the following revisions.
- The density requirements are waived.
- The design traffic level for mix placed shall be <0.3 million ESALS.
- The design traffic level for mix placed shall be 0.3 to <3 million ESALS. The design, verification, Quality Control, and acceptance tests for this mix will be performed at **50 Gyration**s.
- Section 106.6 Acceptance, (2) Method D - For hot mix asphalt items designated as Method D in Special Provision Section 403 --Hot Mix Asphalt, one sample will be taken from the paver hopper or the truck body per **500** ton, per pay item. The mix will be tested for density, gradation and PGAB content as required. Disputes will not be allowed. If the mix is within the tolerances listed in Table 9 below, the Department will pay the contract unit price.

Table 9

Property	USL and LSL
	Method D
Percent Passing 4.75 mm [No. 4] and larger sieves	Target ± 7
Percent Passing 2.36 mm [No. 8] to 1.18 mm [No. 16] sieves	Target ± 5
Percent Passing 0.60 mm [No. 30]	Target ± 4
Percent Passing 0.30 mm [No. 50] to 0.075 mm [No. 200] sieve	Target ± 3
PGAB Content	Target ± 0.5
In -Place Density	92.5 % +/- 2.5%

If the test results for each **500** ton increment are outside these limits the following deductions (Table 9b) shall apply to the HMA quantity represented by the test. A second consecutive failing test shall result in cessation of production

TABLE 9b

PGAB Content	-5%
2.36 mm sieve	-2%
0.30 mm sieve	-1%
0.075 mm sieve	-2%
* In-Place Density	-10%

*Two cores shall be taken and tested for density for each representative mixture sample as outlined in section 401.204 – Testing Method D.

12. The combined aggregate gradation required for this item shall be classified as a 12.5mm “**fine graded**” mixture, (using the Primary Control Sieve control point) as defined in 703.09.
14. A mixture meeting the requirements of section 703.09 Grading ‘D’, with a minimum PGAB content of 6%, and the limits of Specification 401, Table 8 (Drives and Sidewalks) for PGAB content and gradation may be substituted for this item. A job mix formula shall be submitted to the Department for approval.

Tack Coat

A tack coat of emulsified asphalt, RS-1, Item 409.15 shall be applied to any existing pavement at a rate of approximately 0.025 gal/yd², and on milled pavement approximately 0.05 gal/yd² prior to placing a new course. A fog coat of emulsified asphalt shall be applied between shim /base courses and the surface course, at a rate not to exceed 0.025 gal/yd².

Tack used between layers of pavement will be paid for at the contract unit price for Item 409.15 Bituminous Tack Coat.

SECTION 00020
BID FORM

Grove Street Reclamation and Water Street Mill and Fill
WATERVILLE, MAINE

To the **CITY OF WATERVILLE**, herein called the **Owner**, acting by and through its City Council for completion of the **Grove Street Reclamation and Water Street Mill and Fill** 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, and is aware the contract is governed by the Maine Department of Transportations Standard Specifications (rev. December 2002), except as modified by the Contract Documents.
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 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 **Saturday June 30, 2012**

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.

**Water Street Mill/Fill and Grove Street Reclaim
SCHEDULE OF ITEMS**

Item No.	Bid Item	Item Description	Unit	Est. Qty.	Unit Price Dollars.Cents	Total Dollars.Cents
1	307.32	Full Depth Recycled Pavement - Travel Way	SY	7216		
2	202.202	Remove Pavement Surface	SY	14250		
3	202.203	Pavement Butt Joints	SY	75		
4	403.213	Hot Mix Asphalt 12.5 mm	Ton	1232		
5	403.210	Hot Mix Asphalt 9.5 mm	Ton	1935		
6	403.209	Hot Mix Asphalt 9.5 mm (Sidewalks, Driveways, Incidental)	Ton	125		
7	403.211	Hot Mix Asphalt (shimming)	Ton	100		
8	409.15	Bituminous Tack Coat, Applied	Gallon	350		
9	609.31	Curb Type 3	LF	1000		
10	615.07	Loam	CY	20		
11	618.1301	Seeding Method 1	Unit	5		
12	619.1201	Mulch	Unit	10		
13	627.711	White or Yellow Pavement Marking Line	LF	6442		
14	627.75	White or Yellow Pavement & Curb Marking	SF	385		
15	627.76	Temporary Pymt. Marking Line, White or Yellow	Lump Sum			
16	629.05	Hand Labor Straight Time	MH	20		
17	631.13	All Purpose Excavator (Including Operator)	HR	20		
18	631.172	Truck-Large (Including Operator)	HR	20		
19	637.07	Sprinkling	350 Gal.	10		
20	637.08	Calcium Chloride	Ton	2		
21	652.34	Cone	EA	40		
22	652.35	Construction Signs	SF	150		
23	652.361	Maintenance of Traffic Control Devices	Lump Sum			
24	652.38	Flagger	MH	500		
25	659.10	Mobilization	Lump Sum			

BASE BID TOTAL:

BIDDING INSTRUCTIONS

FOR ALL PROJECTS:

1. Use pen and ink to complete all paper Bids.
2. As a minimum, the following must be received prior to the time of Bid opening:
 - a. A completed Bid Form including acknowledgement of bid addenda,
 - b. A completed Schedule of Items,
 - c. A completed Bid Bond
 - d. Two copies of the completed and signed Agreement
 - e. Any other certifications or Bid requirements listed in the Bid Documents as due by Bid opening.
3. Include prices for all items in the Schedule of Items.
4. Bid Guaranty acceptable forms are:
 - a. A properly completed and signed Bid Bond on the City of Waterville's prescribed form for 5% of the Bid Amount or,
 - b. A Certified Check made payable to the City of Waterville.

*If you need further information regarding Bid preparation, call the City of Waterville,
Public Works at (207)680-4743*

NOTICE

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

Bid Enclosed – Do Not Open

Town/City: **CITY OF WATERVILLE**

Date of Bid Opening: **SEPTEMBER 14,2011**

Name of Contractor with mailing address and telephone number:

The Outer Envelope shall have the following information

Double Envelope : Bid Enclosed

Town/City: **CITY OF WATERVILLE**

Date of Bid Opening: **SEPTEMBER 14,2011**

Name of Contractor:

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

Bid Enclosed – Do Not Open

Town/City: **CITY OF WATERVILLE**

Name of Contractor:

(Name of Bidder)

(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 00030
NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: Grove Street Reclamation and Water Street Mill and Fill

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 Bid 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

**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 or 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:

Grove Street Reclamation and Water Street Mill and Fill

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

Grove Street Reclamation and Water Street Mill and Fill

Article 2. ENGINEER.

The Project has been designed by:

**Waterville Public Works
6 Wentworth Court
Waterville, ME 04901**

who is hereinafter called ENGINEER and who is to act as OWNER, 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 completed on or before June 30,2012

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 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 day that expires after the time specified in paragraph 3.1 for Completion until the Work is complete. 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 Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the Contract Documents.

5.1.1. Prior to 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 Contract Documents.

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).

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 Contractor Documents.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 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.

6.3 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.

6.4 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) 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.

6.5 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.

6.6 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.

6.7 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 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 7. CONTRACT DOCUMENTS.

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

7.1 This Agreement (pages 1 to 7, inclusive).

7.2 Exhibits to this Agreement. -N/A

7.3 Performance, Payment, and other Bonds.

7.4 Notice to Proceed.

7.5 MDOT Standard Specifications (December 2002) including all amendments thereof.

7.6 Standard Details (April 1997)

7.7 Contract Documents bearing the title **Grove Street Reclamation and Water Street Mill and Fill**

7.8 Addenda numbers to _____ , _____ inclusive.

7.9 CONTRACTOR's Bid (pages _____ to _____ inclusive).

7.10 Documentation submitted by CONTRACTOR prior to Notice of Award (pages _____ to _____ , inclusive.) N/A

The documents listed in paragraphs 7.2 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 7. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 8. MISCELLANEOUS.

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

8.2 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.

8.3 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.

8.4 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.

8.5 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 there under 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 material man lien holder 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 there under 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:
By: _____
Engineer (Authorized Signature)

APPROVED:
By: _____
Owner (Authorized Signature)

ACCEPTED:
By: _____
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

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

END OF SECTION

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

<u>Section No.</u>	<u>Section Title</u>
SC-1	Performance and Materials

SECTION SC-1
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.

END OF SECTION