

## LEGAL NOTICE

### Request for Bids – Burnt Coat Harbor Lighthouse - Masonry and Iron Rehabilitation

The Town of Swan's Island is accepting bids for the Burnt Coat Harbor Lighthouse - Masonry and Iron Rehabilitation. To be a responsive Bidder, the Contractor shall have registered with the Town of Swan's Island by phone at (207) 526-4279 X 302 or by email at [swanisle@tdstelme.net](mailto:swanisle@tdstelme.net). To be included on the list of bidders, bids must be received by the Town Office, attn: **Karen Griffin**, P.O. Box 11, 125 Harbor Road, Swan's Island, Maine 04685 by 2:00 p.m. on Wednesday, **October 10, 2018**. Late, faxed, or emailed bids will not be accepted. Bid documents can be seen or accessed on the town's website: [www.swansisland.org](http://www.swansisland.org), click on Town Office News and visit Burnt Coat Harbor Lighthouse - Masonry and Iron Rehabilitation

**THE INFORMATION THAT IS ONLINE IS FOR INFORMATIONAL PURPOSES ONLY. TO BE A VALID BIDDER POTENTIAL BIDDERS MUST REGISTER WITH THE TOWN OF SWAN'S ISLAND BY PHONE OR BY EMAIL, TO BE INCLUDED ON THE LIST OF BIDDERS.**

**A TOWN OF SWAN'S ISLAND BIDDING NUMBER WILL BE ASSIGNED WHEN THE DOCUMENTS ARE EMAILED TO THE PROSPECTIVE BIDDER**

**BID NO. P18AP00238-\_\_\_\_\_**  
TO BE ASSIGNED ELECTRONICALLY TO THE BIDDER BY **KAREN GRIFFIN**

**BURNT COAT HARBOR LIGHT  
MASONRY AND IRON REHABILITATION**

**SWAN'S ISLAND, MAINE**

**BIDDING AND CONTRACT REQUIREMENTS  
AND SPECIFICATIONS**

**AUGUST 2018**

**RESURGENCE**

ENGINEERING AND PRESERVATION, INC.  
STUDIO; 59B INDIA STREET  
PORTLAND, MAINE 04101  
V (207) 773-4880  
[WWW.RESURGENCE207.COM](http://WWW.RESURGENCE207.COM)

**BIDDING AND CONTRACT REQUIREMENTS**

**FOR**

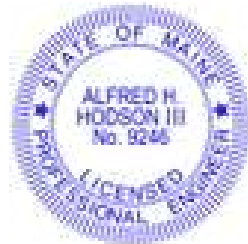
**BURNT COAT HARBOR LIGHT - MASONRY AND IRON REHABILITATION  
SWAN'S ISLAND, MAINE**

**for the  
TOWN OF SWAN'S ISLAND, MAINE**

**August 2018**

**BIDS DUE**

**WEDNESDAY, OCTOBER 10, 2018, 2:00 pm**



**08/17/08**

A handwritten signature in blue ink that reads "Alfred H. Hodson III, P.E.".

**PREPARED BY:**

**RESURGENCE**

ENGINEERING AND PRESERVATION, INC.  
ALFRED H. HODSON III, P.E.  
JOHN D. TURK, AIA

STUDIO: 59B INDIA STREET  
PORTLAND, MAINE 04101  
v (207) 773-4880

[WWW.RESURGENCE207.COM](http://WWW.RESURGENCE207.COM)

**BURNT COAT HARBOR LIGHT - MASONRY AND IRON REHABILITATION  
SWAN'S ISLAND, MAINE  
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Helifix Sustainable Structural Solutions  
Edison Coatings, Inc., Natural Cement 10C  
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**PART A: BIDDING DOCUMENTS**

## INVITATION TO BID

BURNT COAT HARBOR LIGHT - MASONRY AND IRON REHABILITATION  
SWAN'S ISLAND, MAINE  
for the  
TOWN OF SWAN'S ISLAND, MAINE

Bids for the Burnt Coat Harbor Light - Masonry and Iron Rehabilitation project will be received at the town office of the Town of Swan's Island, 125 Harbor Road, Swan's Island, Maine 04685 until 2:00 p.m. on **Wednesday, October 10, 2018**. Bids will be opened directly after that time. Late, faxed, or emailed bids will not be accepted. The Contract is not anticipated to be awarded until bids are reviewed with the Maine Historic Preservation Commission.

Bids must be submitted in a sealed envelope; the outside clearly marked "Bid for the Burnt Coat Harbor Light - Masonry and Iron Rehabilitation – Attn: **Karen Griffin**"  
The work involves:

- ◆ Install OSHA-compliant ring-pole scaffolding to create access to work areas. Scaffolding must be able to provide adequate structural capacity to assist with temporary shoring of masonry, catwalk, and lantern. Provide netting and protection to protect the tower and the site from effects of wind, rain, dust and debris. Protect all interior surfaces that have previously been rehabilitated.
- ◆ Perform a survey of the catwalk to determine if it is level, taking into account design drainage slopes. Survey does not need to be performed by a licensed surveyor. Provide survey results to Owner.
- ◆ Provide temporary shoring as required to execute masonry repairs.
- ◆ Perform full exterior masonry rehabilitation of the tower. Rehabilitation includes biological growth and paint removal, brick repair, brick replacement, mortar repair and repointing, and re-coating with specified mineral-based coating.
- ◆ Perform cleaning, surface preparation, remediation, priming, and painting of all surfaces on the underside of the existing cast iron catwalk. Inform Owner if significant corrosion exists at areas previously hidden by masonry. Supervisory Engineer will visit site as soon as scaffolding is erected to view conditions.
- ◆ Remove, restore, repaint and replace iron ventilation ball.
- ◆ Thoroughly clean work area and remove staging. Remove all construction debris from the site. Leave adjacent areas raked, cleaned, and magnet-swept.

Work must be completed between the date of contract signing and November 15, 2019. Bidders should be aware that during July and August the site area is subject to tourist traffic so shoulder season timing is preferred.

Copies of the Bid Documents will be distributed electronically by the Town of Swan's Island. To be a responsive bidder and be included on the list of bidders the Contractor shall have registered with the Town of Swan's Island by phone or by email. The bid will not be awarded to a bidder unless they have registered with the town.

Bidders can contact Karen Griffin at (207) 526-4279 X 302 or by email at [swanisle@tdstelme.net](mailto:swanisle@tdstelme.net). Bidders should familiarize themselves with the work areas and can schedule a visit by contacting the above phone or email. A site visit is not a prerequisite to bidding.

***A completed Bid form and proof of the ability to receive bonding must be submitted with the Bid. Bids submitted without proof of ability to receive Bid Security will not be considered. No bid may be withdrawn for 90 days after receipt of Bids unless released by the Owner.***

***The successful bidder must furnish within 10 calendar days after the notice of award the required number of copies of the signed Contract and the 100% Performance Bond and 100% Payment Bond.***

The Town of Swan's Island reserves the right to reject any or all Bids, to waive any technical or legal deficiencies and to accept any bid that it may deem to be in the best interest of the Town.



**BURNT COAT HARBOR LIGHT - MASONRY AND IRON REHABILITATION  
SWAN'S ISLAND, MAINE  
OUTLINE SCOPE OF WORK**

**SCOPE OF WORK – REFER ALSO TO PLANS AND DRAFT CONTRACT GENERAL CONDITIONS:**

- ◆ Install OSHA-compliant ring-pole scaffolding to create access to work areas. Scaffolding must be able to provide adequate structural capacity to assist with temporary shoring of masonry, catwalk, and lantern. Provide netting and protection to protect the tower and the site from effects of wind, rain, dust and debris. Protect all interior surfaces that have previously been rehabilitated.
- ◆ Perform a survey of the catwalk to determine if it is level, taking into account design drainage slopes. Survey does not need to be performed by a licensed surveyor. Provide survey results to Owner.
- ◆ Provide temporary shoring as required to execute masonry repairs.
- ◆ Perform full exterior masonry rehabilitation of the tower. Rehabilitation includes biological growth and paint removal, brick repair, brick replacement, mortar repair and repointing, and re-coating with specified mineral-based coating.
- ◆ Perform cleaning, surface preparation, remediation, priming, and painting of all surfaces on the underside of the existing cast iron catwalk. Inform Owner if significant corrosion exists at areas previously hidden by masonry. Supervisory Engineer will visit site as soon as scaffolding is erected to view conditions.
- ◆ Remove, restore, repaint and replace iron ventilation ball.
- ◆ Thoroughly clean work area and remove staging. Remove all construction debris from the site. Leave adjacent areas raked, cleaned, and magnet-swept.

**BID FORM**  
**BURNT COAT HARBOR LIGHT - MASONRY AND IRON REHABILITATION**  
**SWAN'S ISLAND, MAINE**

The Undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the Provisional form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions in the Bidding Documents.

BID AMOUNT:	\$ _____
AMOUNT IN WORDS:	
PREPARED BY:	
TITLE:	
COMPANY:	
PHONE NO:	
EMAIL:	
DATE:	
ADDENDA RECEIVED AND DATED:	1. Date _____ 2. Date _____ 3. Date _____
<input type="checkbox"/> (check box to acknowledge)	<b>BIDDER</b> acknowledges that his Bid will be rejected unless the Issuing Office has a record that the Bidder has registered with the Town and has received documents by email from the Town.
<input type="checkbox"/> (check box to acknowledge)	<b>BIDDER</b> acknowledges that the contract documents can only be changed by written addenda issued by the Town, and that Bidders must email the Town with questions about work scope to be included in Addenda.
<input type="checkbox"/> (check box to acknowledge)	<b>BIDDER</b> understands that the contract may not be awarded to <b>any</b> bidder if the Owner deems it to be in the best interest of the project.

**CERTIFICATE OF ELIGIBILITY FOR  
MASONRY AND IRON REHABILITATION - BURNT COAT HARBOR LIGHTHOUSE  
SWAN'S ISLAND, MAINE**

This form must be completed by and submitted by prospective Contractor and their Subcontractors who wish to be considered for this work. Failure to complete the Certificate of Eligibility will result in disqualification of the prospective Contractor. Attachments to this sheet are acceptable (please properly label). Each Subcontractor should be on a separate form.

1. Name and Address of Firm.

\_\_\_\_\_ (name)  
 \_\_\_\_\_ (address)  
 \_\_\_\_\_

2. Does your firm have supervisory personnel and site staff certified in the US EPA RRP (Renovation, Repair, and Painting) Program? \_\_\_\_\_.

Please provide names of certified personnel in the table below.

NAME	POSITION	CERTIFICATION #	EXPIRATION DATE

3. Has your firm or any predecessor firm defaulted on a contract or had work terminated for non- performance within the last five (5) years? \_\_\_\_\_.  
 If so, on a separate sheet, describe the project, owner, date and circumstances/reasons.
4. Has your firm or any predecessor firm been denied consent of surety, a bid bond, or a performance bond within the past twelve (12) months? \_\_\_\_\_.  
 If so, on a separate sheet describe the circumstances/reasons.

**CERTIFICATE OF ELIGIBILITY FOR  
MASONRY AND IRON REHABILITATION - BURNT COAT HARBOR LIGHTHOUSE  
SWAN'S ISLAND, MAINE**

5. Provide the following information on all current projects in progress or are backlogged beyond April 2019: (Use additional sheets as necessary).

Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_  
Scheduled Completion Date: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_  
Scheduled Completion Date: \_\_\_\_\_

Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Owner: \_\_\_\_\_ Phone: \_\_\_\_\_  
Architect/Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contract Amount: \$ \_\_\_\_\_  
Scheduled Completion Date: \_\_\_\_\_

**CERTIFICATE OF ELIGIBILITY FOR  
MASONRY AND IRON REHABILITATION - BURNT COAT HARBOR LIGHTHOUSE  
SWAN'S ISLAND, MAINE**

**6. Historic Structure Rehabilitation Experience:** Contractors and Subcontractors must have demonstrated experience working on historic structures. Subcontractors must have demonstrated experiences as outlined for their specific trade. Specifically, historic structure experience includes work on masonry structures and cast iron or corroded steel rehabilitation. Provide the following information on three previous contracts involving historic structures of this nature. (Use additional sheets as necessary)

**Project 1 Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Work Scope: (please describe scope completed)  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

**Project 2 Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Work Scope: (please describe scope completed)  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

**Project 3 Name:** \_\_\_\_\_

Location: \_\_\_\_\_

Work Scope: (please describe scope completed)  
\_\_\_\_\_  
\_\_\_\_\_

Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_ Phone: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

Scheduled Completion Date: \_\_\_\_\_

**PART B: PROVISIONAL CONTRACT**

# PROVISIONAL CONTRACT

## BURNT COAT HARBOR LIGHT - MASONRY AND IRON REHABILITATION (provided by the Town of Swan's Island)

### PRELIMINARY SERVICES AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Town of Swan's Island, a municipal corporation existing under the laws of the State of Maine and located in Hancock County in the State of Maine (hereinafter "OWNER") and \_\_\_\_\_ (hereinafter "CONTRACTOR"),

#### WITNESSETH:

In consideration of the mutual covenants and conditions contained herein, the OWNER and the CONTRACTOR agree as follows:

#### I. SCOPE OF SERVICES

The CONTRACTOR shall furnish all of the services, materials and perform all of the work as described in the Request for Proposals and Specifications entitled: SWAN'S ISLAND TOWER MASONRY AND IRON REHABILITATION issued under date of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, BOARD OF SELECTMEN, and shall do so in accordance with the Contractor's Proposal dated \_\_\_\_\_, which Request for Proposals, Specifications and Proposals are attached hereto and made a part hereof (hereinafter, collectively referred to as the "Services"), and the CONTRACTOR covenants that it shall do everything required by this Agreement, the conditions of the Agreement (together with the General, Supplementary and other Conditions, if any), the Request for Proposals, the Specifications, the Drawings and the Proposal in return for payment as provided herein.

A. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all analyses, reports, and other Services furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his analysis, reports, and other Services. Deficiencies are

defined as willful or negligent acts that distort or falsify the state of the art of the products and Services developed and provided hereunder, or willful or negligent nonassignment of personnel or assignment of unqualified personnel to perform the duties hereunder.

B. Approval by OWNER of analyses, reports, and other services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of the work. Neither OWNER's review, approval or acceptance of, nor payment for, any of the Services shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement, and the CONTRACTOR shall remain liable in accordance with applicable law for all damages to OWNER caused by the CONTRACTOR's willfully negligent performance of any of the Services furnished under this Agreement.

## II. CONTRACTOR OBLIGATIONS

The CONTRACTOR warrants:

A. That it will furnish all vehicles, materials, personnel, tools and equipment, except as otherwise specified herein, and do everything necessary and proper to satisfactorily perform the Services required by this Agreement.

B. That it is financially solvent, is experienced in and competent to perform the Services and is able to furnish the vehicles, materials, personnel, tools and equipment to be furnished by it.

C. That it is familiar with all federal, State and local statutes, laws, rules, regulations, ordinances and orders which may in any way affect the Services, including payment of minimum wages, including prevailing minimum wages as required by federal, State and local statutes.

D. That it has carefully examined the Request for Bid Proposals, the Specifications, this Agreement and become familiarized with the site of the Services and has conducted its own investigation of the nature and location of the Services, the character of equipment and personnel needed to perform the Services and all conditions which may in any way affect the performance of the Services.

E. That any increase in CONTRACTOR'S costs during the term of this Agreement shall be the sole responsibility of the CONTRACTOR.

F. On this project, the CONTRACTOR shall furnish the OWNER the appropriate contract bonds in the amount of 100% of the contract sum. Contract bonds are mandated if the Contract Sum exceeds \$125,000.00, or if bonds are specifically



required by the Contract Documents. Proof of ability to secure bonding is required to be submitted with bid, but CONTRACTORS do not have to procure bonding until signing the Contract.

### III. COMPLETION OF SERVICES/COMPLETION DATE

The Services to be performed under this Agreement shall be commenced by \_\_\_\_\_ and substantially completed on or before \_\_\_\_\_.

Due to the difficulty of calculating damages for late completion, liquidated damages in the amount of \$ 100 per day for late completion after the date for substantial completion shall be awarded to the OWNER for delay in substantial completion not otherwise excused or permitted under this Agreement.

### IV. CONTRACT PRICE

The OWNER shall pay the CONTRACTOR for the performance of Services under this Agreement the sum of \$ \_\_\_\_\_ (the "Contract Price").

### V. PROGRESS PAYMENTS

CONTRACTOR shall submit for OWNER'S Approval, monthly invoices for the Services performed hereunder in the previous month. The OWNER shall pay CONTRACTOR such approved amounts within thirty (30) days from OWNER'S receipt of said invoice. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at the maximum rate permitted under Maine law at the time of the delinquency for unpaid municipal taxes.

### VI. GUARANTEE

A. To the extent construction or materials are provided in the provision of Services hereunder, the CONTRACTOR and the subcontractors, if any, shall guarantee their work against any defects in workmanship and materials for a period of one year from the date of the OWNER's written acceptance of this project, and agree to repair or replace at no cost or expense to the OWNER all work, materials and fixtures at any time during said one-year period.

B. The CONTRACTOR represents that in the performance of its obligations hereunder, it will perform in accordance with applicable standards of conduct for professionals in the field. Where an engineer's stamp or seal is required in the conduct of such Services, the documents shall be stamped by a professional engineer registered in the State of Maine.

## VII. PERMITS AND LICENSES

Licenses necessary for the prosecution of the Services shall be secured and paid by the CONTRACTOR. The OWNER will procure local permits as necessary for the work.

## VIII. OWNER'S RIGHT TO TERMINATE CONTRACT

Without prejudice to any other right or remedy, the OWNER may terminate this Agreement for cause by providing the CONTRACTOR and its surety with seven (7) days' written notice of termination. For purposes of this Agreement, cause includes, but is not limited to: the adjudication of the CONTRACTOR as bankrupt; the making of a general assignment by the CONTRACTOR for the benefit of its creditors; the appointment of a receiver because of the CONTRACTOR's insolvency; the CONTRACTOR's persistent or repeated refusal or failure, except for cases in which extension of time is provided, to supply enough properly-skilled workers or proper materials to perform the Services; the CONTRACTOR's persistent disregard of federal, state or local statutes, laws, codes, rules, regulations, orders or ordinances; and the CONTRACTOR's substantial violation of any provisions of this Agreement. In the event of a termination for cause, the OWNER may take possession of the premises and of all materials, tools and appliances thereon and finish the Services by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the Services are finished. If the unpaid balance of the Agreement price shall exceed the expense of finishing the Services, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER.

Further, the OWNER may terminate this Agreement for convenience upon thirty (30) days' written notice to the CONTRACTOR, in which case, the OWNER shall pay the CONTRACTOR for all Services satisfactorily performed and materials purchased up to the date of receipt of such notice by the CONTRACTOR. In the event that the OWNER terminates this Agreement for cause and it subsequently is determined that cause did not exist, such termination shall be deemed to be for convenience.

## IX. INSURANCE

Except as otherwise provided by this Agreement, the CONTRACTOR and its subcontractors and consultants shall obtain and maintain, throughout the term of this Agreement and for a period of at least two years following the completion of

Services under this Agreement, at no expense to the OWNER, the following insurance coverages:

a. **Public Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing Services under this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

b. **Automobile Liability Insurance** in the amount of not less than Four Hundred Thousand Dollars (\$400,000) or such other amount as is established by the Maine Tort Claims Act (14 M.R.S.A. §8101 et seq.) as amended from time to time, combined single limit, to protect the CONTRACTOR, any subcontractor performing work covered by this Agreement, and the OWNER from claims and damages that may arise from operations under this Agreement, whether such operations be by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed by them.

c. **Workers' Compensation Insurance** in amounts required by Maine law and **Employer's Liability Insurance**, as necessary, as required by Maine law. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Workers' Compensation Act, the CONTRACTOR shall, at its own expense, provide for the protection of its employees not otherwise protected.

d. All such insurance policies shall name the OWNER and its officers, agents and employees as additional insureds, except that for purposes of workers' compensation insurance, the CONTRACTOR and its subcontractors instead may provide a written waiver of subrogation rights against the OWNER. The CONTRACTOR, prior to commencement of Services under this Agreement, and any of its subcontractors, prior to commencement of Services under any subcontract, shall deliver to the OWNER certificates satisfactory to the OWNER evidencing such insurance coverages, which certificates shall state that the CONTRACTOR and its subcontractors must provide written notice to the OWNER at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies, evidenced by return receipt of United States Certified Mail. Replacement certificates shall be delivered to the OWNER prior to the effective date of cancellation, termination, material modification or expiration of any such insurance policy. The CONTRACTOR shall not commence Services under this Agreement until it has obtained all insurance coverages

required under this subparagraph and such insurance policies have been approved by the OWNER, nor shall the CONTRACTOR allow any of its subcontractors to commence Services on any subcontract until all such insurance policies have been obtained by the subcontractor and approved by the OWNER. All such insurance policies shall have a retroactive date which is the earlier of the date of this Agreement between the parties or the CONTRACTOR's Commencement of Services hereunder.

#### X. INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless the OWNER, its officers, agents, and employees against any and all liabilities, causes of action, judgments, claims or demands, including attorney's fees and costs, for personal injury (including death) or property damage arising out of or caused by the performance of Services under this Agreement by CONTRACTOR, its subcontractors, agents or employees.

#### XI. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR delivers to the OWNER a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the CONTRACTOR may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

#### XII. ASSIGNMENT

Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any prior moneys due or to become due to it hereunder, without the previous written consent of the OWNER.

#### XIII. SUBCONTRACTS

The CONTRACTOR shall not sublet any part of this Agreement without the prior written permission of the OWNER. The CONTRACTOR agrees that it is fully responsible to the OWNER for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and

omissions of persons directly employed by it.

#### XIV. USE OF PREMISES

The CONTRACTOR shall confine its apparatus, the storage of materials and the operations of its workers to limits indicated by law, ordinances and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the OWNER may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work, materials or Services.

#### XV. CLEANING UP

The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or Services, and at the completion of the Services it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave the premises "broom-clean" and "magnet swept" or its equivalent, unless more exactly specified. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR.

#### XVI. FINAL PAYMENT

Final payment, constituting the entire unpaid balance for the Contract Sum, shall be paid by the OWNER to the CONTRACTOR when the Services have been completed, and the Contract fully performed, as reviewed by the Supervising Engineer and approved by the Clerk of the Works and Project Manager.

#### XVII. OWNERSHIP OF DOCUMENTS

All drawings, notes, documents, plans, and specifications or other material to be developed under this Agreement shall become the property of the OWNER and be promptly delivered to the OWNER upon the completion of Services under this Agreement or sooner upon OWNER's request or the termination of this Agreement. The CONTRACTOR shall be responsible for the protection and/or replacement of any work or materials in its possession, including work or materials provided to the CONTRACTOR by the OWNER. The OWNER agrees that it will not use the construction plans and specifications developed under this Agreement for any project other than the project specified herein without the written consent of the CONTRACTOR, which consent shall not be unreasonably withheld.

The CONTRACTOR'S use of the drawings, specifications and other documents known as the DESIGN CONSULTANT'S Instruments of Service is limited to the execution of the CONTRACTOR'S scope of work of this project unless the CONTRACTOR receives the written consent of the OWNER and DESIGN CONSULTANT.

XVIII. DISCLAIMER

CONTRACTOR has visited the site before signing contract, reviewed the conditions of the premises and with full knowledge thereof agrees to take them as is, with no warranties express or implied excepting those express statements in this Agreement.

XIX. FORCE MAJEURE

Provided such party gives written notice to the other of such event, a party shall not be liable for its failure to perform its respective obligations under this Agreement, if prevented from so doing by any cause beyond the reasonable control of such party such as, but not limited to, strikes, lockouts, or failure of supply or inability by the exercise of reasonable diligence, to obtain supplies, parts, or employees necessary to perform such obligations, or because of war or other emergency. The time within which such obligations shall be performed shall be extended for a period of time equivalent to the delay from such cause.

XX. NON-WAIVER

Except as expressly provided in this Agreement, the failure or waiver, or successive failures or waivers on the part of either party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either party hereto, its successors or permitted assigns, to enforce the same in the event of any subsequent breach thereof.

XXI. NOTICES ???

Notices hereunder shall be deemed sufficient if sent by U.S. Certified mail as follows:

TO OWNER: \_\_\_\_\_, ADMINISTRATIVE ASSISTANT  
TO THE SELECTMEN  
Town/City of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
TO CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## XXII. REMEDIES

Except as otherwise agreed by the parties in writing, all disputes, claims, counterclaims and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. This Agreement is made and shall be construed under the laws of the State of Maine. Except as otherwise expressly agreed by the parties in writing, exclusive venue for any such civil action shall be in Maine.

## XXIII. COMPLIANCE WITH APPLICABLE LAWS

The CONTRACTOR agrees that it and its subcontractors, if any, shall comply with all applicable federal, State and local statutes, laws, rules, regulations, codes, ordinances, orders and resolutions in the performance of Services under this agreement.

## XXIV. RELEASE OF INFORMATION

During the performance of the Services, any material, prepared or assembled by the CONTRACTOR under this Agreement shall not be made available to any individual or organization by the CONTRACTOR other than as called for herein without prior written authorization from the OWNER.

## XXV. EXTENT OF AGREEMENT

This Agreement and the notices, plans, and specifications, attached hereto and hereby incorporated into this Agreement, represent(s) the entire and integrated Agreement between OWNER and the CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and the CONTRACTOR.





## PART C – DRAWINGS

NUMBER	SHEET TITLE
C-0.0	TITLE SHEET
S-0.0	GENERAL NOTES
S-0.1	PROJECT SCOPE
S-0.2	NATURAL CEMENT MORTAR NOTES
S-0.3	BRICK MASONRY NOTES - 1 OF 2
S-0.4	BRICK MASONRY NOTES - 2 OF 2
S-1.1	GROUND LEVEL PLAN
S-1.2	WATCH ROOM PLAN
S-1.3	UNDERSIDE PLAN OF WALKWAY
S-2.1	WEST ELEVATION
S-2.2	SOUTH ELEVATION
S-2.3	EAST ELEVATION
S-2.4	NORTH ELEVATION
S-3.1	NORTH - SOUTH SECTION
S-3.2	EAST - WEST SECTION
S-3.3	INTERIOR CORE WALL ELEVATIONS

## **PART D – ADDITIONAL BACKGROUND INFORMATION**

**Twenty Photos of Tower Features and Conditions**  
**Abridged *SUMMIT* Hazardous Materials Report for Tower**  
**Highbridge Mortar Analysis Report**  
**Cathedral Stone Masonre Mineral Coatings for Masonry**  
**Edison Everkote 300 Reactive Inorganic Mineral Paints and Stains**  
**KEIM Soldalit Exterior Paint and Finishing System**  
**Helifix Sustainable Structural Solutions**  
**Edison Coatings, Inc., Natural Cement 10C**  
**Freedom Natural Cement Premixed Mortar**