I. CALL TO ORDER – On Monday, October 24, 2011 at 7:02 p.m. a Council Meeting was held in the City Hall Auditorium.

II. ROLL CALL OF MEMBERS – Mayor Roland Michaud conducted a roll call of the members and determined that the Councilors present constituted a quorum. Councilors present: Margaret Mills, Leslie Smith Jr., Marie Doucette, Philip Blood, Arthur Tardif, Eric Cote and Marston Lovell. City Administrator Richard Michaud was also present.

III. PLEDGE OF ALLEGIANCE

IV. GENERAL:

PRESENTATION: “SACO LINE UP AGAINST HUNGER” NOVEMBER 6, 2011

Doug Nielsen, Minister of the United Church of Christ presented the “Line Up Against Hunger” campaign. It will be held on November 6, 2011 beginning at 11:30 a.m. There will be a human chain consisting of about 2000 people starting from the Saco First Parish Church to the Saco Food Pantry, which is about 1.4 miles. They will be passing non-perishable food items, gathered previously, from hand to hand. All of the York County Food Pantry's will be distributed food from this event.

PARKS AND RECREATION DEPT. – TREE PLANTING GRANT

The Parks & Recreation Dept was awarded a $1,000 grant from the New England Parks Association. This grant will be used to finish planting trees at the Parks & Recreation Department.

V. APPROVAL OF MINUTES:

VI. AGENDA

A. AHEPA – 22 PLEASANT STREET QUITCLAIM DEED

Councilor Blood moved, Councilor Tardif seconded “Be it ordered that the City Council authorize the City Administrator to execute a municipal quitclaim deed for the property at 22 Pleasant Street from the City of Saco to the York County American Hellenic Benevolent Society.” Further move to approve the order. The motion passed with six (6) yeas and one (1) abstention due to a conflict – Councilor Cote.

B. ACQUISITION OF 32 MARKET STREET

Councilor Tardif moved, Councilor Doucette seconded “Be it ordered that the city council authorize the acceptance of 32 Market Street from Downeast Energy to add the land to the Diamond Riverside Park, if an EPA brownfields cleanup grant is obtained through SMRPC; To appropriate for the grant match of up to $40,000, up to $10,000 from a contribution by Downeast Oil and up to $30,000 from the land for Saco bond fund, acc. #30107/500910; That the staff and the Housing Committee continue efforts to develop housing on the Market Street portion of the site by working with the city’s regional housing partners.” Further move to approve the Order. The motion passed with five (5) yeas and two (2) nays – Councilors Mills and Smith.

C. APPROVE 12-14 THORNTON AVENUE DEMOLITION BID SPECIFICATIONS

Jacob Johnston, 62 Pleasant Street – It takes money, but it can be repaired. Sometimes it takes outsiders to know what is valuable in the community. Allot of people comment on how beautiful the downtown area is with the old buildings. Our downtown is our second most valuable asset aside from the Oceanside. Let’s not make any hasty decisions.
Colleen Sargent, 13 Middle Street – It would be a terrible disservice to the community to tear the building down. There needs to be more research and consideration, it does not need to be a hasty decision.

David Tripp, 346 Buxton Road – To think that the community has an opportunity to sell this building for $130,000?? We have an opportunity here to wait awhile. The economy will come back again, and someone will want to take and utilize this building for something other than a parking lot. What is the rush? Give it an opportunity.

Tom Merrill, 184 Simpson Road - Saco Spirit made a proposal to renovate the Fire Station multi use building with a year around Farmers Market and other businesses. Since that time, no one from the council has had any creative ideas for the building. If this is for parking for the Saco and Biddeford Savings Bank, let’s be honest about it. This is not considered good stewardship from the city. Does this meet the standards for legal processes?

Cristy Metayo – Mr. Metayo is not if favor of demolishing the Fire House. This is a building that people don’t build these days, and you are demolishing it for what – a parking lot. Consider this decision before making a hasty decision.

Elizabeth DeSimone, 220 Ferry Road – Remember what happened to our beautiful entrance to the city which became hamburger alley. You have a responsibility as councilors to show good faith and work with Saco Spirit or do some creative brain storming. The idea of fast track demolition to make a parking lot is dishearting.

Kerry Green, 110 Simpson Road - The council should take a step back and reconsider.

John Reed, 30 School Street – The city said that there were no feasible offers, but the city has been rejecting offers. This was going to be made into a beautiful asset for the city. Hope that this isn’t to help a well respected institution to make a parking lot.

Mark Johnston, 17 Elm Street – The transparency the Mayor has used many times. When the council met last week in executive session, no one knew what they were talking about. When the Mayor appointed an ad hoc committee, recommendations were made and 3 offers were received. One of the offers was for $250,000, but that was rejected. Most, of the business owners will say that additional parking spaces are not needed, additional people walking and shopping on Main Street is needed. Do a survey with the merchants to get their opinions on whether additional parking is needed, and what they feel is needed. By continuing the policy of knocking down buildings, we could lose funding. Reconsider the motion tonight, by tabling it.

Nadeen DeSilva, 322 Flag Pond Road – Executive Director of Saco Spirit was upset that originally bids where supposed to be reviewed about restoring and renovating the building, and now all of a sudden this item shows up on the agenda as a demolition of the building.

Kate Scammon, - Ms. Scammon is looking to build a flex space for studio equipment. This is the perfect type of location for an art center, where we can create jobs and a renewable source of income. This is the type of business that if the Fire Station is torn down, the community will lose a great opportunity to build a arts center. Please reconsider.

Johanna Hoffman, 10 Pepperell Square – President of Saco Spirit stated that if nothing happened the folks who had a proposal in would then rise up again and hear what was going on. The impression was that the RFP folks sit on the sideline. Why in 1987 and 2010 was eligibility denied for the Historic Building Registrar. We received a letter from Maine Preservation urging the Mayor and Councilmen to vote to delay this demolition until the options for reusing this key building can be explored. Maine Preservation’s Field Service Advisor Chris Closs met with Saco Spirit late last year to discuss options for adaptive use of the fire station.
Dick Peterson, 44 High Street – There is good business and there is poor business. He would discourage the city in spending this money to demolish the building.

Elizabeth Johnston, 62 Pleasant Street – Lived in Saco’s downtown since 1971 and raised her family here. Everything can be fixed if someone has the money to do it. The demolition of the Fire Station is one of the worst ideas that the council has had in several years. Please let the public be involved in this and realize that the community has a great resource. Customers do not need more parking. We need to stop tearing down useful old buildings. Please table this idea tonight. Going out for bids is basically saying that you are interested in tearing this building down.

**Chronology of Central Fire Station Actions – August 25, 2011**

**August 16, 2010** – Council accepted a report from the Historic Preservation Commission and the Planning Board with regard to disposition of 12-14 Thornton Avenue. By direction of the Council – a Committee was formed to further study options for the properties.

**October 4, 2010** – Council accepted a report on the disposition of the properties at 12-14 Thornton Avenue from the “Central Fire Station Committee”. As a result of the report, the City sent out 3 “Request for Proposals” (RFP Fire Station) (RFP Office Building); and (RFP Fire Station and Office Building). The RFP deadline for submissions was December 1, 2010. There were no submissions by December 1, but the city did receive a late submission by Saco Spirit and Nate Libby Masonry.

**December 20, 2010** – the Council held a Workshop and discussed the Fire Station; the consensus of the Council was to seek a commercial broker’s ‘opinion of value’; 2 were received.

**Since December 20, 2010** – the Maine Historic Preservation Commission has determined that the Fire Station located at 12 Thornton Avenue is eligible for listing on the Historic Preservation Register. The City Attorney offered his opinion that the properties at 12 and 14 Thornton Avenue were joined by Deed and can’t be sold separately without proposing a contract zone.

**February 7, 2011** – the Council discussed this item in Workshop where it was agreed to give Nate Libby Masonry and Saco Spirit for Business a chance to put together a joint proposal for the site.

**Since February 7, 2011** – The received another ‘letter of intent’ from Waterman Development LLC with regard to a plan for the site. The city has also received a recommendation letter on the site from Lyndal Joe Wishcamper, a large scale developer.

**March 2011** - Proposal by Tom Merrill to purchase the Old Fire Station.

**March 21, 2011** – Council listed the property at 12 and 14 Thornton Avenue with a Commercial Broker for a price of $474,000, for a 6 month period; and further excluded commission payments on a potential sale to Waterman Development LLC, Nate Libby Masonry, and Saco Biddeford Savings Bank.

**May 6, 2011** – City executed a listing agreement with the Boulos Company for a term of 4 months.

**May 2, 2011** – Council approved the Lease document by and between the City of Saco and Saco & Biddeford Savings Institution for the parking lot areas located at 12 and 14 Thornton Avenue, subject to planning board approval.

**May 24, 2011** – the Lease by and between City of Saco and Saco & Biddeford Savings Institution was executed, for an indefinite term.
**June 6, 2011** – Council discussed an offer on 12 and 14 Thornton from King Weinstein, offer was rejected.

**September 6, 2011** – Council will discuss another offer on 12 and 14 Thornton in Executive Session. The 4 month listing agreement with the Boulos Company expired.
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## TECHNICAL SPECIFICATIONS

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ADVERTISEMENT FOR BIDS

Separate sealed Bids for the Demolition of Buildings at 12-14 Thornton Avenue Project will be received by the City of Saco, Maine at the Finance Office located at City Hall, 300 Main Street, Saco, Maine 04072 until 2:00 p.m. Prevailing Time, Wednesday, November 9, 2011, and then at said office publicly opened and read aloud.

Scope of the project includes, but is not limited to: the removal and proper disposal off site of all refuse material from the site including the former fire station and associated administration building, underground utilities, slabs, and portions of foundations.

Time of completion for the contract is 120 consecutive calendar days, excluding any approved shut down of work.

A mandatory pre-bid meeting (attendance required for all prospective bidders) will be held at Saco City Hall in the first floor conference room on Monday, October 31, 2011 at 9 a.m.

The Contract Documents, consisting of Advertisement for Bids, Information for Bidders, Bid Agreement, General Conditions, Supplemental General Conditions, Notice of Award, Notice to Proceed, Drawings, Specifications, and Addenda may be examined at the following locations:

- Saco City Hall
  300 Main Street
  Saco, Maine 04072

- Associated Contractors of Maine
  188 Whitten Road
  Augusta, Maine 04330

- HRH Northern New England
  Bond Department
  31 Court Street
  Auburn, Maine 04210

- Construction Summary of Maine
  Xpress Copy Building
  144 Fore Street
  Portland, Maine 04101

- McGraw Hill Construction - Dodge
  224 Gorham Road
  Scarborough, Maine 04074

- Works in Progress
  c/o FMC CADD Drafting Services
  75 Bishop Street, Suite 3
  Portland, Maine 04103

Copies of the Contract Documents may be obtained at Saco City Hall at 300 Main Street, Saco, Maine 04072 upon payment of a non-refundable cost of $10.00 for each set. All checks should be made payable to the City of Saco.

A certified check or bank draft payable to the OWNER or a satisfactory Bid Bond executed by the Bidder and a Surety Company in the amount equal to five percent (5%) of the Bid shall be submitted with each bid. No bid may be withdrawn for at least 90 days after receipt of bids unless released by the OWNER.

City Administrator Office, City of Saco, Maine
INFORMATION FOR BIDDERS

BIDS will be received by the City of Saco, (herein called the "OWNER"), at the Finance office at City Hall, located at 300 Main Street Saco, Maine 04072 until 2:00 p.m., Prevailing Time, Wednesday, November 9, 2011.

Each Bid must be submitted in a sealed envelope, addressed to:

The City of Saco  
c/o Dept. of Public Works  
300 Main Street  
Saco, Maine 04072

Each sealed envelope containing a Bid must be plainly marked on the outside as bid for: Demolition of Buildings located at 12-14 Thornton Avenue.

The envelope should bear on the outside the name of the Bidder, his address, his license number if applicable and the name of the project for which the Bid is submitted. If forwarded by Registered Mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner at:

The City of Saco  
c/o Dept. of Public Works  
300 Main Street  
Saco, Maine 04072

All Bids must be made on the required Bid form. All blank spaces for Bid prices must be filled in, in ink, or typewritten, and the Bid form must be fully completed and executed when submitted. Only one copy of the Bid form is required.

All work shall be completed within the contract time of 120 consecutive calendar days, excluding any approved shutdown days.

A mandatory pre-bid meeting (attendance required for all prospective bidders) will be held at Saco City Hall in the first floor conference room on Monday, October 31, 2011 at 9 a.m.

The City of Saco reserves the right to accept or reject any or all bids received, and waive informalities. The City of Saco also reserves the right to reduce or increase the Scope of Work using the unit prices to match available funds. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. The City of Saco also reserves the right to delete any bid item. Any Bid received after that time and date specified shall not be considered. No Bidder may withdraw his bid within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the Bidder.

The Contract Documents contain provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.
Each Bid must be accompanied by a Bid Bond payable to the Owner for five percent (5%) of
the total amount of the Bid. As soon as the Bid prices have been compared, the Owner will
return the bonds of all except the three lowest responsible Bidders. When the Agreement is
executed, the Bonds of the two remaining unsuccessful Bidders will be returned. The Bid
Bond of the successful Bidder will be retained until the Payment Bond and Performance
Bond have been executed and approved, after which it will be returned. A certified check
may be used in lieu of a Bid Bond.

Contractors should obtain such construction insurance (i.e. fire and extended coverage,
workman’s compensation, public liability and property damage, and “all risk” builders
insurance) as is customary and appropriate. Minimum amounts for which certificates will
be required are defined in the general conditions of the contract.

Attorneys-in-fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file
with each bond a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and
obtain the Performance Bond and Payment Bond equal to 100% of the contract value within
ten calendar days from the date when Notice of Award is delivered to the Bidder. The Notice
of Award shall be accompanied by the necessary Agreement and Bid forms. In case of
failure of the Bidder to execute the Agreement, the Owner may at his option consider the
Bidder in default, in which case the Bid Bond accompanying the proposal shall become the
property of the Owner.

The Owner within 10 days of receipt of the acceptable Performance Bond, Payment Bond
and Agreement signed by the party to whom the Agreement was awarded, shall sign the
Agreement and return to such party an executed duplicate of the Agreement. Should the
Owner not execute the Agreement within such period, the Bidder may by written notice
withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of
the notice of the Owner.

The Notice to Proceed shall be issued within 10 days of the execution of the Agreement by
the Owner. Should there be reasons why the Notice to Proceed cannot be issued within
such period; the time may be extended by mutual agreement between the Owner and
Contractor. If the Notice to Proceed has not been issued within the 10-day period or within
the period mutually agreed upon, the Contractor may terminate the Agreement without
further liability on the part of either party.
The Owner may make such investigations as he deems necessary to determine the ability of
the Bidder to perform the Work and the Bidder shall furnish to the Owner all such information
and data for this purpose as the Owner may request. The Owner reserves the right to reject
any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner
that such Bidder is properly qualified to carry out the obligations of the Agreement and to
complete the Work contemplated therein.

A conditional or qualified Bid will not be accepted. Award will be made to one Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having
jurisdiction over construction of the project shall apply to the contract throughout.

Each Bidder is responsible for inspecting the site and for reading and being thoroughly
familiar with the Contract Documents. The failure or omission of any Bidder to do any of the
foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

No interpretation of the meaning of the plans, specifications, or other Contract Documents
will be made to any bidder orally. Every request for such interpretation should be in writing,
addressed to City Engineer, Department of Public Works, City of Saco, 300 Main Street,
Saco, Maine 04072 and to be given consideration, must be received at least three (3) days
prior to the date fixed for the opening of bids. Any and all such interpretations and any
supplemental instructions will be in the form of written addenda to the specifications which, if
issued electronically via email, with return receipt requested, to all prospective bidders, at the
respective addresses furnished for such purposes, no later than two (2) days prior to the
date fixed for the opening of bids. Failure of any bidder to receive any such addendum or
interpretation shall not relieve any bidder from any obligation under his bid as submitted. All
addenda so issued shall become part of the Contract Documents.

Wherever it may be written that an equipment manufacturer must have a specified period of
experience with his product, equipment which does not meet the specified experience period
can be considered if the equipment supplier or manufacturer is willing to provide a bond or
cash deposit for the duration of the specified time period which will guarantee replacement
of that equipment in the event of failure.

Whenever a material, article, or piece of equipment is identified by reference to a
manufacturer or trade name, it shall be understood that this is referenced for defining the
performance of the material, article, or piece of equipment and that other products of equal
capacities, quality and function shall be considered. It shall be the CONTRACTOR’S
responsibility to coordinate all submittals to the ENGINEER for approval to eliminate any
conflicts which might arise due to the use of the "or equal" item. Any additional costs
incident to the use of "or equal" items will be paid by the CONTRACTOR.
BID

Proposal of ________________________________ hereinafter call "BIDDER", organized and existing under the laws of the State of ________________________________ doing business as ________________________________:

To the City of Saco, Maine (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of the Demolition of Buildings Located at 12-14 Thornton Avenue in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the work for the PROJECT within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of $540.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

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SCHEDULE OF PRICES

Note: This proposal shall be filled in by the Bidders, with the Unit Prices written in words and numerals and the extensions shall be made by him. For complete information concerning these items, see the Specifications.

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<th>Unit Price (Numerals)</th>
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<tr>
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<td>The Sum of $______________________________________</td>
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<td>Per Lump Sum</td>
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TOTAL AMOUNT OF BASE BID: $__________________________________________

(Amount in Words)

The City of Saco reserves the right to accept or reject any and all bids received, waive informalities, and award the contract to the lowest responsible bidder based upon the base bid or base bid with any combination of alternates. The City of Saco also reserves the right to reduce or increase the scope of work and/or delete work items using the unit prices to match available funds.
Respectfully Submitted:

__________________________________________
Signature                          Address

__________________________________________
Title

__________________________________________
License No. (if applicable)     Date

(Seal - if Bid is by a Corporation)

Attest

E - 3
AGREEMENT

This Agreement, made this _____ day of ____________, 2011, by and between the City of Saco, Maine, hereinafter called "Owner" and ________________ hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the Demolition of Buildings Located at 12-14 Thornton Avenue.

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The Contractor will commence the work required by the Contract Documents on or before a date to be specified in the Notice to Proceed. The work of the Base Bid shall be completed within 120 consecutive calendar days excluding any approved extension of time for time lost due to causes which could not have been foreseen or which were beyond the control of the Contractor.

The Contractor shall notify the Engineer within two (2) days of any occurrence which, in the Contractor's opinion, entitles him to an extension of "Time for Completion". Such notice shall be in writing, and shall be submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Engineer shall acknowledge receipt of the Contractor's notice within two (2) days of its receipt.

4. The Contractor will pay as liquidated damages, the sum of $540.00 per day for each consecutive calendar day beyond the established date for completion that the work remains incomplete. Liquidated damages will not apply to calendar days of an approved shutdown of work.

5. The Contractor agrees to perform all of the Work described in the Contract Documents for which compensation shall be as follows:

   A. Unit Prices and Lump Sums as contained in the Bid Schedule and defined in Section 10, Measurement and Payment.

   The prices given in the Proposal are made a part of this Contract as fully as though they were reproduced here verbatim.

   Extra work not included in the Contract Documents, but authorized after the date of the Contract, that cannot be classified as coming under any of the Contract units, shall be covered by a change order as provided in Section 14 of the Contract General Conditions. The Contractor will provide the manpower and equipment rates for each crew or crews used on the project to the Owner. The crew cost shall be used to establish rates for any change orders, which involve the time and materials method of determining cost.

6. The term "Contract Documents" means and includes the following:

   (a) Advertisement for Bids
   (b) Information for Bidders
   (c) Bid
   (d) Bid Bond
   (e) Agreement
   (g) Supplementary General Conditions
   (h) Payment Bond
   (i) Performance Bond
   (j) Notice of Award
   (k) Notice to Proceed

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(f) General Conditions

(p) Specifications prepared and issued by City of Saco dated October 2011.

(q) Addenda:

No. ____________ dated ______
No. ____________ dated ______

7. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. Retention from progress payments will be in accordance with the requirements stipulated in the General Conditions, Subpart 19 as amended.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. Throughout the performance of this contract, Contractor is acting in an independent capacity and not as an employee, officer or agent of the Municipality. Additional personnel needed by Contractor to fulfill its contractual duties shall be provided by Contractor at its expense. Contractor is solely responsible for complying with all State and Federal laws including, but not limited to, workers compensation law, minimum wage law, employment security law, and drug/alcohol testing laws and regulations (including 49 CFR Part 381). Contractor is also solely responsible for maintaining its vehicles and equipment in a safe and legal condition.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in four (4) copies each of which shall be deemed an original on the date first above written.

OWNER:
City of Saco

By ________________________________

Name: Richard Michaud

Title: City Administrator

(SEAL)

ATTEST:

__________________________________________

Name: Please Type

Title: Please Type

F-2
CONTRACTOR:

______________________________

By: ___________________________

Name: __________________________

Address: _________________________

______________________________

(SEAL)

ATTEST:

______________________________

Name: __________________________

______________________________

Please Type

______________________________

Attach Corporate Resolution
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

___________________________
(Name of Contractor)

___________________________
(Address of Contractor)

a ___________________________, hereinafter called Principal.
(Corporation, Partnership or Individual)

and ___________________________
(Name of Surety)

___________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

___________________________
(Name of Owner)

___________________________
(Address of Owner)

hereinafter called OWNER in the penal sum of ___________________________ Dollars, $_________________) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, 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 ________, 2011, 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 SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs to machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation 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 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 the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in __________ (Number) counter-parts, each one of which shall be deemed an original, this the __________ day of __________, 2011.

ATTEST:

________________________________________
(Principal)

(SEAL)

By: _____________________________(s)

(Address)

Witness as to Principal

________________________________________
(Address)

(Surety)
ATTEST:

By: ___________________________
   (Attorney in Fact)

Witness as to Surety
   ___________________________
   (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.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

__________________________
(Name of Contractor)

__________________________
(Address of Contractor)

__________________________
(Corporation, Partnership or Individual)

__________________________
(Name of Surety)

__________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

__________________________
(Name of Owner)

__________________________
(Address of Owner)

hereinafter called OWNER in the penal sum of ____________ Dollars, $(_________)$ in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, 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 ____________, 2011, a copy of which is hereto attached and made a part hereof for the construction of:

__________________________

__________________________

__________________________
NOW, THEREFORE, if the Principal shall will, truly and faithfully perform its duties, all the undertakings covenants, terms conditions, and agreement of said contract during the original term thereof, and any extension thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims an demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation 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 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 the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in ____(Number) counter-parts, each one of which shall be deemed an original, this the __________ day of __________ 2011.

ATTEST:

(Principal) Secretary

(SEAL)

By: _______________________(s)

(Address)

Witness as to Principal

(Address)

(Surety)
ATTEST:                                                                                                     By: __________________________
                                                                 (Attorney in Fact)
Witness as to Surety                                                                                         (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.
NOTICE OF AWARD

To:

PROJECT Description: Demolition of Buildings Located at 12-14 Thornton Avenue.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated ____________ and Information for Bidders.

You are hereby notified that your BID has been accepted for the Base Bid in the total amount of $__________________

You are required by the Information of Bidders to execute the Agreement and furnish the required CONTRACTOR’S Performance BOND, Payment BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement, and to furnish said BONDS within ten (10) 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 your 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 __________, 2011.

City of Saco
(Owner)

By: Richard Michaud

Title: City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by ____________________________

this the __________ day of ____________________________, 2011.

By ____________________________

Title ____________________________
NOTICE TO PROCEED

To: __________________________ Date: __________________________

Project: Demolition of Buildings

Located at 12-14 Thornton Avenue

You are hereby notified to commence WORK in accordance with Agreement dated, ______, 2011 on or before ______, 2011. You are to complete the WORK within 120 consecutive calendar days thereafter, excluding periods of approved shutdown of work.

City of Saco
Owner

By __________________________

Richard Michaud
Title City Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

__________________________________

this the ________________ day

of __________, 2011.

By __________________________

Title __________________________

F-11
CHANGE ORDER

Order No. ______________________________________
Date: ____________________________
Agreement Date: ______________________

NAME OF PROJECT: _____________________________

OWNER: _______________________________________

CONTRACTOR: __________________________________

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: __________________________________

See Attached

Change to CONTRACT PRICE

Original CONTRACT PRICE $_____________________

Current CONTRACT PRICE adjusted by previous CHANGE ORDER $___________

The CONTRACT PRICE due to this CHANGE ORDER will be $_____________________

Change to CONTRACT TIME

The CONTRACT TIME will be (increased) (decreased) by __________ calendar days.

The date for completion of all work will be __________________________ (Date).

Approval Required:

To be effective this Order must be approved by the State agency if it changes the scope of objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Requested by: _________________________________

Recommended by: ______________________________

Ordered by: _________________________________

Accepted by: _________________________________
CONTRACTOR'S AFFIDAVIT

STATE OF ____________________:
COUNTY OF ____________________:

Before me, the undersigned ____________________, a Notary Public, Justice of the Peace, or Alderman) in and for said County and State personally appeared ____________________
(individual, partner, or duly authorized representative of Corporate Contractor)

who being duly sworn according to law deposes and says that the cost of all labor, material, and equipment and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract between

THE CITY OF SACO

and __________________________________________ (Contractor)
of __________________________________________

dated __________ for the Demolition of Building Located at 12-14 Thornton Avenue

have been paid in full.

__________________________________________
(Individual, Partner, or duly authorized representative of Corporate Contractor)

Sworn to and subscribed

before me this __________

day of _______________, 2011.
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Timothy Murphy, Esq., of Prescott Jamieson, Nelson & Murphy, the duly authorized and acting legal representative of the City of Saco, do hereby certify as follows:

I have examined the attached contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legal binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: __________________________
Signature: ______________________
Address: _______ PO Box 1190 (37 Beach St.)
Address: _______ Saco, Maine 04072
Phone: _______ (207) 282-5986

Note: The above is a partial review of the Demolition of Buildings contract documents through section F. To review the entire 63 page document, click on the following link:
http://www.sacomaine.org/councildownloads/573/Approve_12_14_Thornton_Ave_Demolition_Bid_Specs.pdf
Councilor Lovell moved, Councilor Tardif seconded “Be it ordered that the City Council approve the document titled, ‘Demolition of Buildings Located at 12-14 Thornton Avenue, Saco, Maine, dated October 2011’; authorize the City Administrator to solicit bids on the project; further that the bid opening be held on November 9, 2011, and the Council award the bid at the Council Meeting on November 14, 2011.” Further move to approve the order.

Motion to Table – Councilor Mills moved, Councilor Smith moved to Table this item. The motion failed with two (2) yeas and five (5) nays – Councilors Doucette, Blood, Tardif, Cote and Lovell.

The Mayor called for a vote on the main motion which passed with five (5) yeas and two (2) nays – Councilors Mills and Smith.

D. SUPPLEMENTAL APPROPRIATION

Councilor Lovell moved, Councilor Tardif seconded “Be it ordered that the City Council approve a supplemental appropriation of $130,000 to use this appropriation in the Capital Improvement account for expenditures related to the demolition of the old Central Station and Administrative Building at 14 Thornton Ave. Further move to approve the order.

TABLE – Councilor Cote moved, Councilor Smith moved to Table this item until November 14, 2011. The motion passed with five (5) yeas and two (2) nays – Councilors Doucette and Tardif.

VII. ADJOURN THE MEETING

Councilor Mills moved, Councilor Smith seconded to adjourn at 8:32 p.m. The motion passed with unanimous consent.

ATTEST: ______________________________
Michele L. Hughes, City Clerk