

**Planning Department**

Saco City Hall  
300 Main Street  
Saco, Maine 04072-1538

**Emily Cole-Prescott**

**City Planner**  
[Planning@sacomaine.org](mailto:Planning@sacomaine.org)  
Phone: (207) 282-3487



**Shannon Chisholm**  
**Assistant City Planner**

**Lauren Forte**  
**Assistant City Planner**

**Lisa Harmon**  
**Planning Compliance Manager**

- 1. Can the City of Saco Branding Information and Wayfinding Sign RFP be provided to interesting applicants?**

Yes, the City of Saco Style Guide and Wayfinding Sign RFP package are included below.

**Please be aware that the deadline for submitting for the City of Saco Historic Walking Tour Signs RFP is February 5, 2025 at 11:00 AM EST.**

# The City of Saco Brand Style Guide

## Use of the City Seal



The City of Saco Seal represents our community's rich heritage and history. Saco's seal represents its founding name of Pepperrellborough in honor of the city's benefactor, Sir William Pepperrell. The Pepperrell family coat of arms is incorporated into Saco's seal. Saco has a historic seal, shown on the left. The seal was re-digitized in 2015 to include the incorporated date and remove *domine dirige nos*.

The seal is to be used only for official documents and occasions. It must not be used as a casual logo or identity. The seal is used for the purposes of certifying official records for the city.

Uses for the historic seal include:

- Official legal documents
- Official decrees and proclamations

Use for the digital seal include:

- City Council letterhead
- Police Department letterhead
- City Council business cards
- Correspondence related to enforcement

## Minimum Seal Size

To ensure readability and visual integrity of the seal in print, do not reduce the height to less than 1 inch. For screen applications, do not reduce the height to less than 72 pixels.

## Color Palette



RGB: 51,51,102 CMYK: 93, 90, 31, 20 HEX: 333366	RGB: 192, 24, 31 CMYK: 18, 100, 100, 8 HEX: C0181F	RGB: 248, 191, 122A CMYK: 2, 27, 59, 0 HEX: F8BF7A

## Use of the City Logo



The City of Saco has adopted a new logo that will represent the community and the city departments. The look and feel of the logo properly reflects the tagline adopted by the City of Saco: friendly by nature. The wave form in the "o" implies water, waves, and motion. The color palette invokes trust, strength, and stability. The "o" can also serve as a secondary element for branding, as seen with our email signature and letterhead template. The font included for the tagline emits friendliness and approachability.

The logo seeks to target and represent a broad audience – residents, business owners and entrepreneurs, and visitors to our community. Strategically, the logo does not track tightly to any one of these audiences, rather, it has a broad appeal that can flex across markets. The logo is strong without rigid formality, fresh without being trendy, and emanates vibrant, flowing energy.

Saco's logo and tagline are registered trademarks of the city.

Uses for the logo include:

- Business cards (Police Department and Fire Department are exempt)
- Email signatures
- Letterheads
- PowerPoint presentations
- Department service updates
- Marketing materials

## Department Descriptors

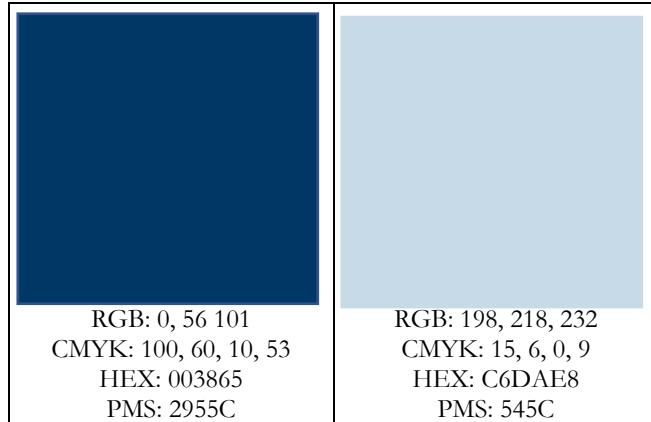
Departments have the option of using the city logo with their respective department descriptors in place of the tagline. Logos with department descriptors must be approved and provided by the Communications Department. Adding department descriptors independently is not permitted nor is designing your own departmental logo.



## Minimum Logo Size

To ensure readability and visual integrity of the seal in print, do not reduce the height to less than 1 inch. For screen applications, do not reduce the height to less than 72 pixels.

## Color Palette



## Typography

The primary logo font is Estrangello Edessa but should be used sparingly in other situations.

Garamond should be used as the primary font for correspondence, including memorandums, item commentaries, and reports.

## Email signature

All email signatures must follow the format below. Instructions about setting up an email signature are available on Sharepoint. Departments must use the logo with the tagline or their department descriptor (with approval from the Communications Department).



**EMILY ROY**

*Director of Communications*

300 Main Street | Saco, ME 04072

t 207.710.5002 | [sacomaine.org](http://sacomaine.org)

Follow us: [Facebook](#) | [Twitter](#) | [Instagram](#)

## Email Signature with Department Descriptor



JACK CLEMENTS, CHIEF OF POLICE

20 Storer Street | Saco, ME 04072

t 207.282.8214 | [sacomaine.org](http://sacomaine.org)

Follow us: [Facebook](#) | [Twitter](#) | [Instagram](#)

*Professionalism • Accountability • Compassion • Trust*

## Email Signature Options for City Council



LYNN H. COPELAND

*City Councilor, Ward 4*

[300 Main Street | Saco, ME 04072](#)

c 207.712.6776 | [sacomaine.org](http://sacomaine.org)

Follow us: [Facebook](#) | [Twitter](#) | [Instagram](#)

NEW Email Address: [LCopeland@sacomaine.org](mailto:LCopeland@sacomaine.org)



ALAN MINTHORN

*City Councilor, Ward 5*

[300 Main Street | Saco, ME 04072](#)

t 207.590.6521 | [sacomaine.org](http://sacomaine.org)

NEW Email Address: [AMinthorn@sacomaine.org](mailto:AMinthorn@sacomaine.org)

## Business Cards

The City of Saco has set up an order form to make the ordering process easy for staff. To deviate from this template, you will need authorization from the Communications Department. The order form with pricing is available on Sharepoint. The City Council will determine their business card design while establishing their rules and order of business.



## Letterhead Template

All department letterheads must be approved by Administration or the Communications Department. Departments have the option of using the logo with the tagline or their department descriptor. An example is included below.



## PowerPoint Presentation Template

Use the PowerPoint Template on Sharepoint. For the header and title text use Georgia (serif). For the body text use Arial (sans-serif).



## File Size Guide for Images

### **Standards for Print**

- Newspaper print: between 150 to 200 dpi
- Glossy Print: 300 to 400 dpi
- High-Definition Commercial Print: as high as 600 dpi+

The file format for print images and rectangular images is usually JPG or PDF. Clip art, text-based graphics, and close-cropped images with a transparent background can be saved as PDF or EPS.

### **Standards for Web**

Web pictures should be saved with a much smaller dpi, generally 72 to 96 dpi. Most platforms will not take photos with huge dpi and large files will impact page load speed.

There are three file formats to use:

- JPEGs are the most common format for rectangular photos, and can be saved with varying levels of compression, depending on the sharpness and fidelity desired.
- PNGs are the most versatile format and are commonly used for graphics with a transparent section or background.
- GIFs are less used now than previously, but are useful for small icons, simple elements with a transparent background, animated art, and situations where you need to absolutely match a specific RGB color.

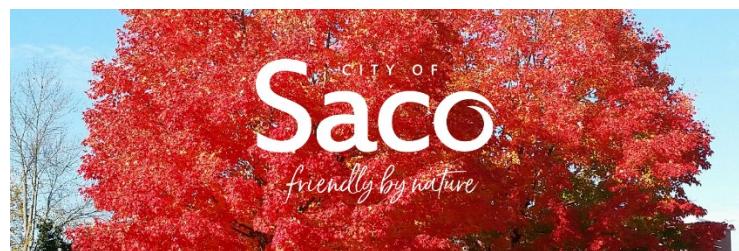
## **Usage on Clothing and Vehicles**

*All designs for apparel, vehicles, or signage, must be cleared by the Communications Department prior to production. We will be able to work with the vendors to send the proper file types. Here are some examples of possible designs.*



## **Usage on Promotional Materials or Photos**

All marketing and promotional materials must follow the guidelines as established above. Permission to deviate must be authorized by the Administration Department and/or the Communications Department. All photos with the logo overlaid must be produced by the Communications Department. See examples below.



# CITY OF SACO, MAINE



## Administration

Saco City Hall  
Telephone:  
300 Maine Street  
Saco, Maine 04072-1538

## John P. Bohenko

City Administrator  
(207) 282-4191  
Email: [jbohenko@sacomaine.org](mailto:jbohenko@sacomaine.org)

## City of Saco Bid Solicitation Citywide Wayfinding

The City of Saco is soliciting bids for shop drawing, fabrication, and installation of wayfinding signs throughout the city. Bids will be accepted until **11:00 AM on Friday, June 7th at** [economicdevelopment@sacomaine.org](mailto:economicdevelopment@sacomaine.org). There will be a public opening of all bids received at that time.

Any questions regarding the bid specifications should be directed to Cory DePasquale at Selbert Perkins Design, [cdepasquale@selbertperkins.com](mailto:cdepasquale@selbertperkins.com), (774) 836-3358 by May 24<sup>th</sup>.

The attached bid response form must be completed and included with your bid. Failure to submit a complete bid package will nullify your bid. The City of Saco reserves the right to accept or reject any or all bids or negotiate with a particular bidder following the bid opening without right or recourse by bidders, if it is in the best interest of the City to do so. All projects must be completed in accordance with the City's General Conditions.

The City of Saco is sales tax exempt.

Reviewed and approved by:

A handwritten signature in blue ink, appearing to read "John P. Bohenko".

John P. Bohenko, City Administrator

5/14/24

Date

# **Economic Development Department**

## **Citywide Wayfinding**

### **Bid Specifications**

#### **Fabrication and Installation:**

The contractor will provide fabrication and installation of exterior wayfinding signs, wayfinding sign frames and structures, wayfinding sign bases, panels, letters and components including all engineering, fabrication, excavation, erection and installation. This includes providing all on-site inspections required to properly, safely and securely install the wayfinding signs. The contractor is responsible for all materials and for acquiring and providing documentation of all necessary reviews, licenses, permits, permissions, and approvals. All work shall comply with the laws, codes, ordinances, guidelines, standards, rules, regulations and requirements of the United States, the State of Maine, Maine Department of Transportation, York County, and the City of Saco. Each sign will meet the following standards:

- All wayfinding signs shall be structurally sound and carefully fabricated using high quality materials and craftsmanship. All signs and sign components shall be carefully, properly, securely and safely assembled and attached and use materials and hardware that will provide a long service life.
- Provide wayfinding signs and sign assemblies that are designed, tested and installed to withstand wind and ice loads appropriate for the installation locations. Finished surfaces and materials are required to provide proper performance, protection, function, appearance, durability and longevity. Surfaces should have a non-glare material with a UV-inhibitor.
- Provide all required planning, temporary signage and barricades at work areas to prevent accidents and property damage.
- Contact appropriate services, including, but not limited to, DigSafe, to locate buried utilities prior to any digging. Carefully, securely, properly and safely install all signs plumb and level and in the correct locations.
- Provide all landscaping as specified in the Wayfinding Plan

#### **Site Restoration:**

The Contractor will repair and restore to original condition and appearance any finishes, surfaces, pavements, landscaping and any other site (including the property of immediate abutters) and building conditions that are affected by the installation of the wayfinding signs. The Contractor will also provide new materials and finishes as required to repair and restore the areas affected by the installation of the wayfinding signs so that the repaired areas blend seamlessly with the surrounding areas.

**Economic Development Department**  
**Citywide Wayfinding**  
**Bid Specifications**

**Please complete the following. Attach additional sheets as necessary.**

Our Company is:	A corporation Individually Owned	A partnership Other:
SS or Fed I.D. No: (Submission is voluntary)		
Company Name and Address:		
Name of Principal:		
Telephone Number: Facsimile Number: E-mail Address:		
References (List Three References, with names, address and telephone numbers)		
Date of Start		

All sections above must be completed. All deviations from the specifications must be fully explained in writing on the following Statement of Compliance/Deviations Form.

Bidders understand that the City reserves the right to reject any or all bids, reject any or all items, and delete any item or parts of items.

**Economic Development Department**  
**Citywide Wayfinding**  
**Bid Specifications**

The Bidder proposes the following deviations from the Specifications, which the Bidder represents and warrants as being fully equal or superior to the requirements of the Specifications, for the reason(s) set forth fully below. If there are no deviations, please state so below.

**Economic Development Department**  
**Citywide Wayfinding**  
**Bid Specifications**

The undersigned, as bidder, declares as follows:

2. The bidder has carefully examined and understands and agrees to the terms and provisions of this bid.
3. The only parties interested in the bid as principals are named herein.
4. This bid is made without collusion with any other person, firm, or corporation.
5. No officer, agent, or employee of the City of Saco is directly or indirectly involved with the bid.
6. All deviations from the specifications must be fully explained in writing and included on the Statement of Compliance/Deviations Form provided.

Bidders understand that the City reserves the right to reject any or all bids, reject any or all items, and further, reserves the right to delete any item or parts of items.

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

**BIDDER:** \_\_\_\_\_

(Company Name)

**BY:** \_\_\_\_\_

(Authorized Company Representative)

**ATTEST:** \_\_\_\_\_

**Its:** \_\_\_\_\_

(Title)

Signature below by the City of Saco represents acceptance of the above bidder's Bidding Sheet in accordance with the contract specifications. Upon execution by the city, this official bid form, any attached documents and such other documents (instructions, general specifications, technical specifications) shall serve as the contract.

**ATTEST:** \_\_\_\_\_

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

**BY:** \_\_\_\_\_

John P. Bohenko  
City Administrator

[SEAL]

## GENERAL CONDITIONS

- |  |   |
|--|---|
| 1. Definitions                                 | 17. Subsurface Conditions                     |
| 2. Additional Instructions and Detail Drawings | 18. Suspension of Work, Termination and Delay |
| 3. Schedules, Reports and Records              | 19. Payments to Contractor                    |
| 4. Drawings and Specifications                 | 20. Acceptance of Final Payment as Release    |
| 5. Shop Drawings                               | 21. Insurance                                 |
| 6. Materials, Services and Facilities          | 22. Contract Security                         |
| 7. Inspection and Testing                      | 23. Assignments                               |
| 8. Substitutions                               | 24. Indemnification                           |
| 9. Patents                                     | 25. Separate Contracts                        |
| 10. Surveys, Permits, Regulations              | 26. Subcontracting                            |
| 11. Protection of Work, Property, Persons      | 27. Engineer's Authority                      |
| 12. Supervision by Contractor                  | 28. Land and Rights-of-Way                    |
| 13. Changes in the Work                        | 29. Guaranty                                  |
| 14. Changes in Contract Price                  | 30. Arbitration                               |
| 15. Time for Completion and Liquidated Damages | 31. Taxes                                     |
| 16. Correction of Work                         |   |

### 1. DEFINITIONS

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of security furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- 1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.12 ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS; or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the WORK.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## **3. SCHEDULES, REPORTS AND RECORDS**

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and as applicable.

3.2.1. The dates at which special detail drawings will be required; and

3.2.2. Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

## **4. DRAWINGS AND SPECIFICATIONS**

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## **5. SHOP DRAWINGS**

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## **6. MATERIALS, SERVICES AND FACILITIES**

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay, for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **7. INSPECTION AND TESTING**

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials and any relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## **8. SUBSTITUTIONS**

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name at catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design, of the PROJECT will result. Incidental changes

or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

## **9. PATENTS**

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

## **10. SURVEYS, PERMITS, REGULATIONS**

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13 CHANGES IN THE WORK.

## **11. PROTECTION OF WORK, PROPERTY AND PERSONS**

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly, or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable; except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable directly or indirectly in whole or in part to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **12. SUPERVISION BY CONTRACTOR**

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## **13. CHANGES IN THE WORK**

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the

CONTRACT DOCUMENTS or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER also may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

#### **14. CHANGES IN CONTRACT PRICE**

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon, but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

#### **15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time taking into consideration the average climatic and economic-conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

#### **16. CORRECTION OF WORK**

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

#### **17. SUBSURFACE CONDITIONS**

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

#### **18. SUSPENSION OF WORK, TERMINATION AND DELAY**

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws; ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and ,after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

#### **19. PAYMENTS TO CONTRACTOR**

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR, will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials, and equipment not incorporated in

the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time; however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5%) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any, third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## **20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment; however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

## **21. INSURANCE**

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages, because of bodily injury, sickness, disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such, person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit, of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

## **22. CONTRACT SECURITY**

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on, the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable, BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## **23. ASSIGNMENTS**

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written, consent of the other party.

## **24. INDEMNIFICATION**

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including, attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

## **25. SEPARATE CONTRACTS**

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK, if the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entities him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

## **26. SUBCONTRACTING**

26.1 The CONTRACTOR may utilize the services of specialty, SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty (50%) percent of the CONTRACT PRICE without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## **27. ENGINEER'S AUTHORITY**

27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## **28. LAND AND RIGHTS-OF-WAY**

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## **29. GUARANTY**

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

## **30. ARBITRATION**

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

## **31. TAXES**

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

March 20, 2024

# Pricing Form

## City of Saco, Maine Citywide Wayfinding

Please fill out the costing form below and submit the information as part of the bid.

Type	Description	Qty.	Unit Cost	Install Cost	Extended Cost
<b>A1</b>	City Entry Gateway	2	US\$0.00	US\$0.00	US\$0.00
<b>A2</b>	Secondary Gateway	3	US\$0.00	US\$0.00	US\$0.00
<b>A3</b>	City Map	1	US\$0.00	US\$0.00	US\$0.00
<b>A4</b>	City Building Map	5	US\$0.00	US\$0.00	US\$0.00
<b>B1</b>	District ID	2	US\$0.00	US\$0.00	US\$0.00
<b>B2</b>	Small District ID	1	US\$0.00	US\$0.00	US\$0.00
<b>B3</b>	District Map	2	US\$0.00	US\$0.00	US\$0.00
<b>B4</b>	District Flag Directional	3	US\$0.00	US\$0.00	US\$0.00
<b>C1</b>	Key Location ID	4	US\$0.00	US\$0.00	US\$0.00
<b>C2</b>	Key Location Directional	5	US\$0.00	US\$0.00	US\$0.00
<b>SUB-TOTAL</b>		<b>28</b>			<b>US\$0.00</b>
GRAND-TOTAL		28			US\$0.00

Phase	Description	Est # of Weeks	Schedule
<b>Shop Drawings</b>	Time allotted to produce fabrication drawings from design intent artwork		
<b>Fabrication</b>	Time to produce signs from stamped shop drawings		
<b>Installation</b>	Time on site, installing fabricated signage		

Boston  
Chicago  
Los Angeles  
Shanghai

An aerial photograph of Saco, Maine, during the autumn season. The town is nestled along a river, with buildings of various architectural styles and colors. The surrounding landscape is filled with trees displaying vibrant shades of orange, yellow, and red. The sky is clear and blue. The image captures the essence of a small New England town in the fall.

# City of Saco, Maine

CITYWIDE WAYFINDING CONCEPT DESIGN

MARCH 20, 2024



# Contents

Project Team	1
Visual Language	2
Sign Locations	6
Sign Family: Blade	12

# Selbert Perkins Design



**Sheri Bates**  
Principal, Creative Director  
[sbates@selbertperkins.com](mailto:sbates@selbertperkins.com)



**Cory DePasquale**  
Design Director  
[cdepasquale@selbertperkins.com](mailto:cdepasquale@selbertperkins.com)



**Nicole Piepenbrink**  
Senior Designer  
[npiepenbrink@selbertperkins.com](mailto:npiepenbrink@selbertperkins.com)

# Visual Language

Brand Assets

Colors & Icons

Patterns

**BRAND TYPEFACE: ESTRANGELO EDESSA**

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789 !?/@\$%^&\*()[]{} | +=~<>

**TAGLINE**

FRIENDLY  
*by* NATURE      FRIENDLY *by* NATURE

**HISTORIC IDENTIFIER**

est.1867

**WORDMARK CUTOUT**

WELCOME TO SACO est.1867

A1, A2

CITY OF SACO est.1867

A3, A4, A5, B1, B2, C2

SACO est.1867

C1

**DIRECTORY ARROWS**

^ > V <



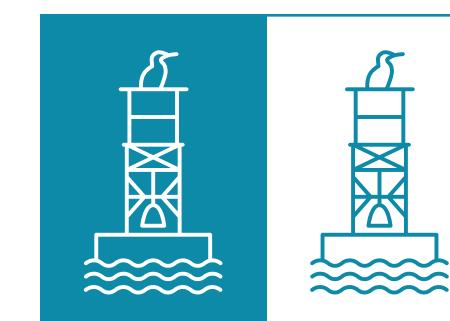
**City of Saco**  
Saco Dark Blue



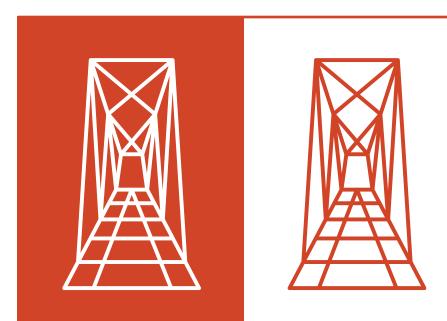
**Historic Downtown**  
Patinaed Green



**Waterfront**  
Maritime Blue



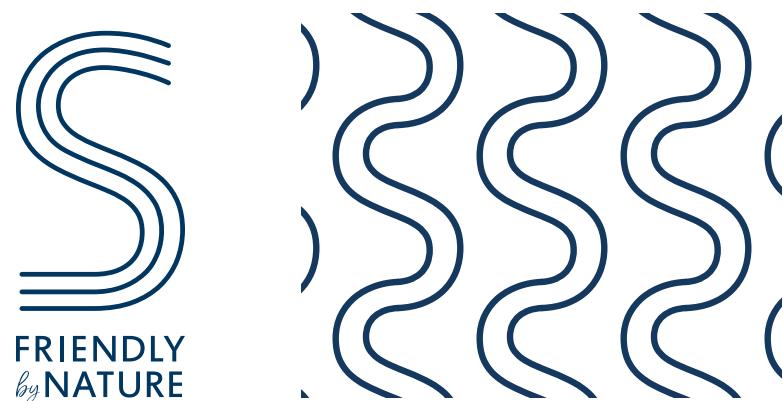
**Industrial Park**  
Seasoned Red



**Business Park**  
Innovative Orange



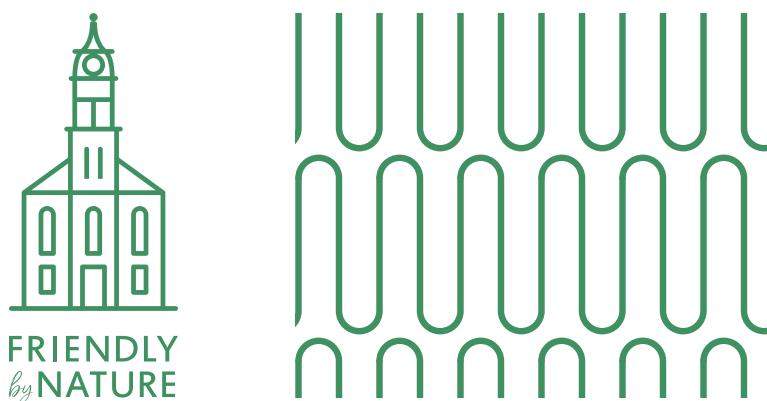
## CITY OF SACO



FRIENDLY  
by NATURE

overlapping Saco “S”, Saco River bends  
and curves

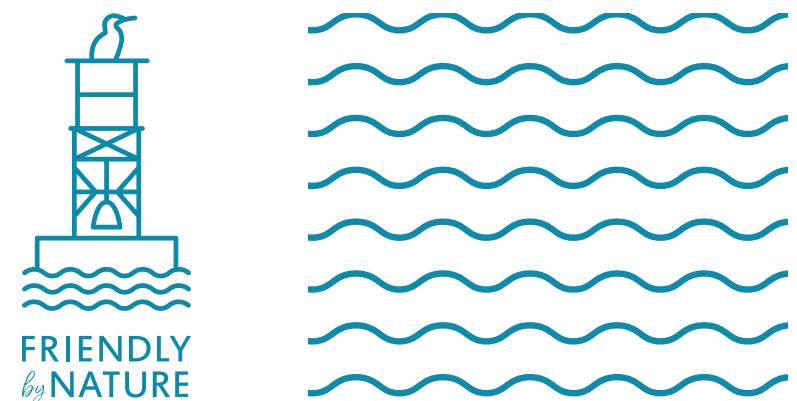
## HISTORIC DOWNTOWN



FRIENDLY  
by NATURE

windows, facades, peering through  
portals into history

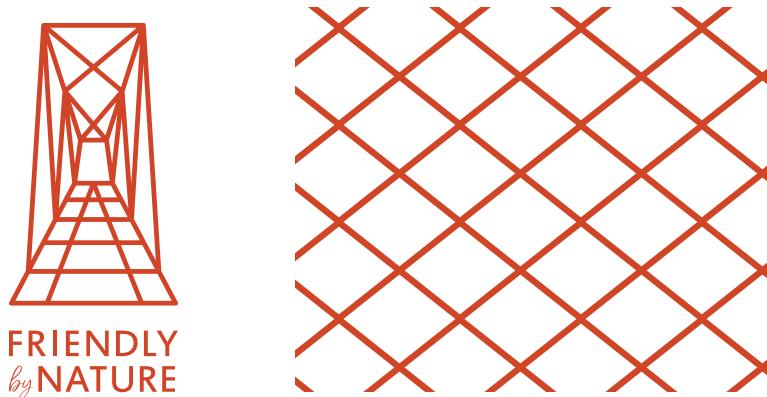
## WATERFRONT



FRIENDLY  
by NATURE

waves, wind, pulsing energy,  
reverberating beyond shoreline

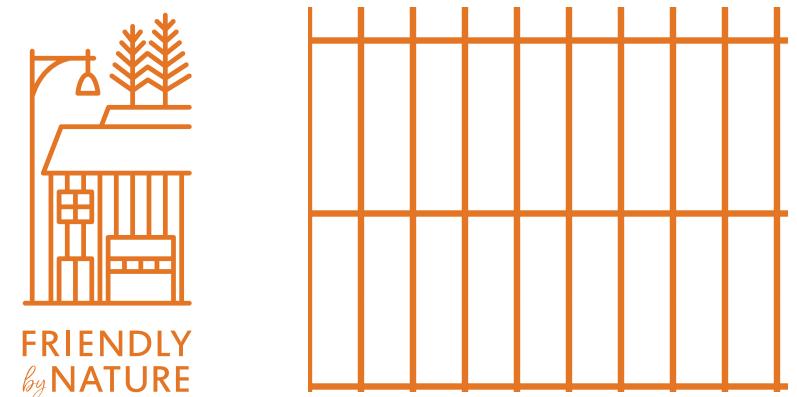
## INDUSTRIAL PARK



FRIENDLY  
by NATURE

railroads, bracing, mesh, connecting past  
and future

## BUSINESS PARK



FRIENDLY  
by NATURE

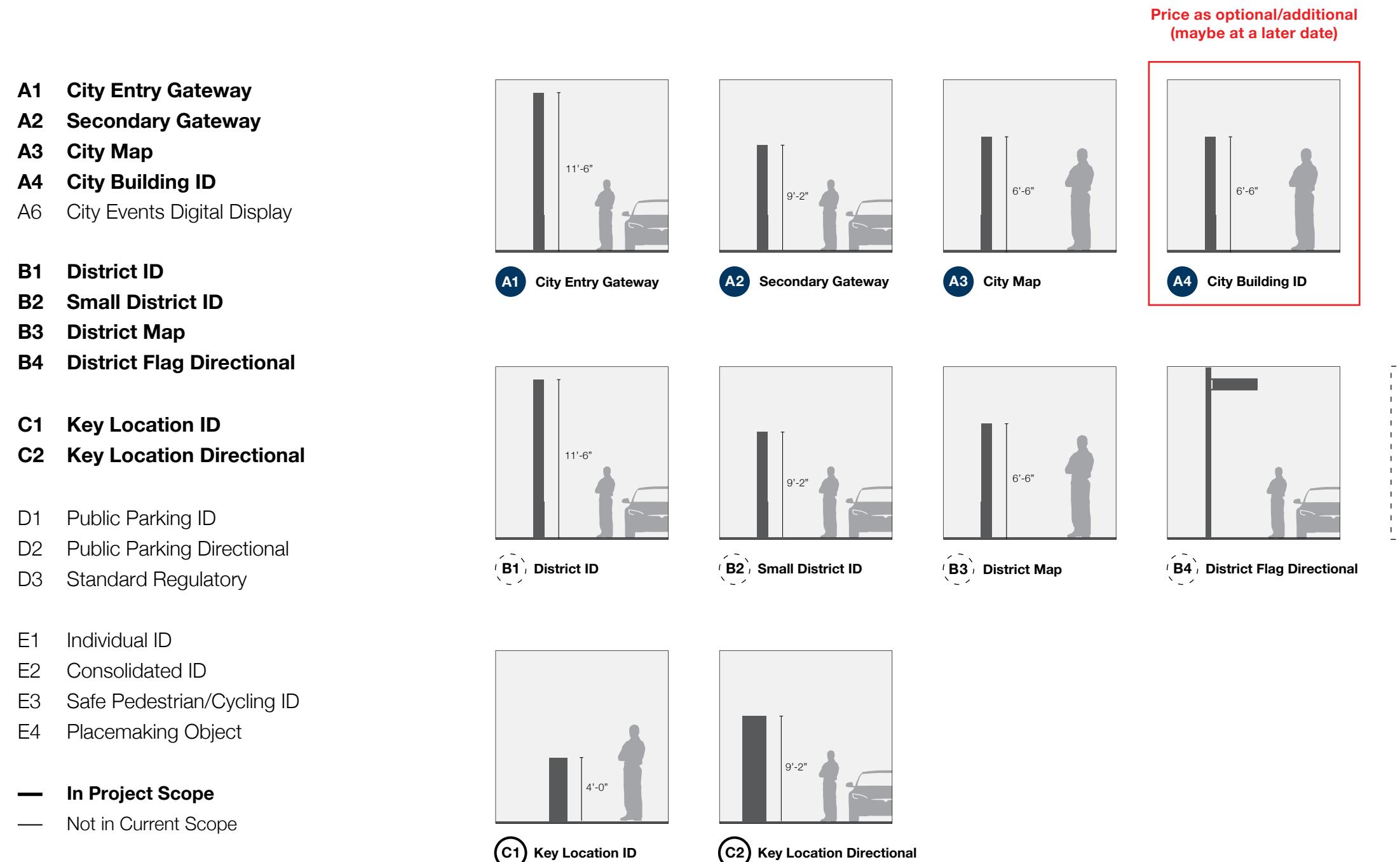
structure, lateral and vertical growth,  
connecting past and future

# Sign Locations

Sign Types

City Gateways

Districts





## Sign Types

Tag	Name	Quantity
A1	City Entry Gateway	2
A2	Secondary Gateway	3
A3	City Map	1
A4	City Building ID	5

B1	District ID	2
B2	Small District ID	1
B3	District Map	2
B4	District Flag Directional	1

Historic Downtown
Waterfront
Industrial Park
Business Park

C1	Key Location ID	4
C2	Key Location Directional	5



## Sign Types

Tag	Name	Quantity
A1	City Entry Gateway	2
A2	Secondary Gateway	3
A3	City Map	1
A4	City Building ID	5

B1	District ID	2
B2	Small District ID	1
B3	District Map	2
B4	District Flag Directional	1

<span style="color: green;">●</span>	Historic Downtown
<span style="color: lightblue;">●</span>	Waterfront
<span style="color: lightred;">●</span>	Industrial Park
<span style="color: lightorange;">●</span>	Business Park

<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">●</span>	Key Location ID	4
<span style="border: 1px solid black; border-radius: 50%; padding: 2px;">●</span>	Key Location Directional	5





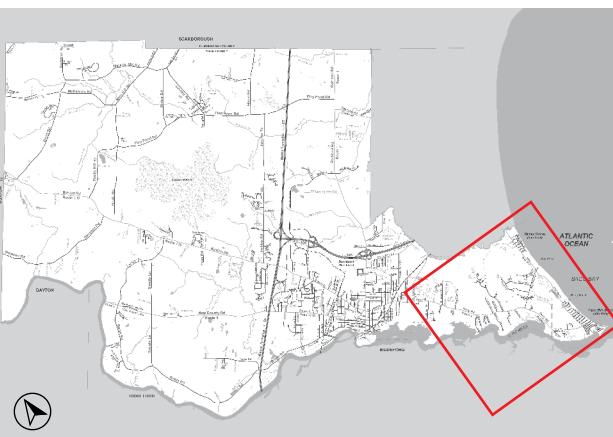
## Sign Types

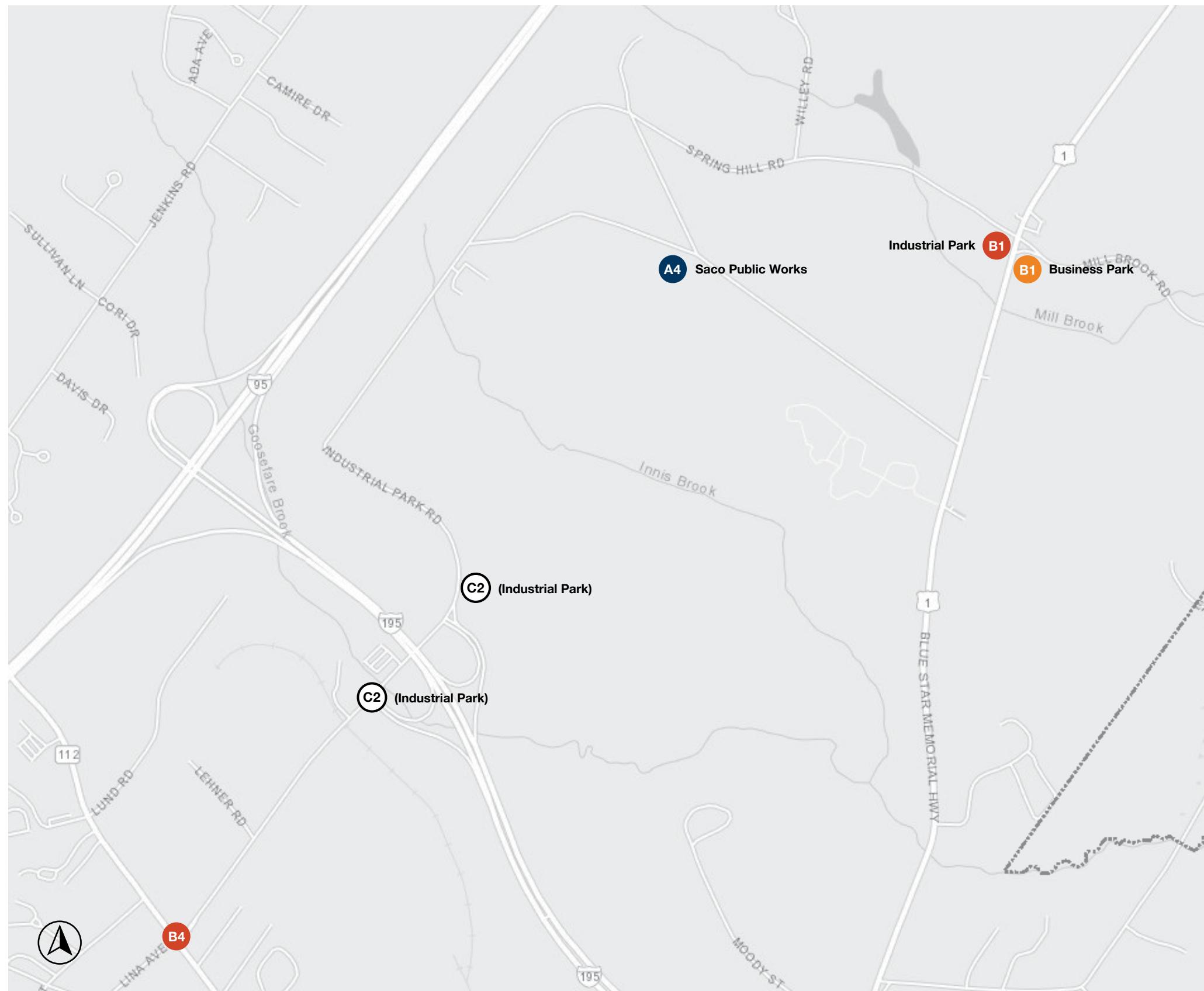
Tag	Name	Quantity
A1	City Entry Gateway	2
A2	Secondary Gateway	3
A3	City Map	1
A4	City Building ID	5

B1	District ID	2
B2	Small District ID	1
B3	District Map	2
B4	District Flag Directional	1

District Colors	
Historic Downtown	
Waterfront	Waterfront
Industrial Park	
Business Park	

C1	Key Location ID	4
C2	Key Location Directional	5





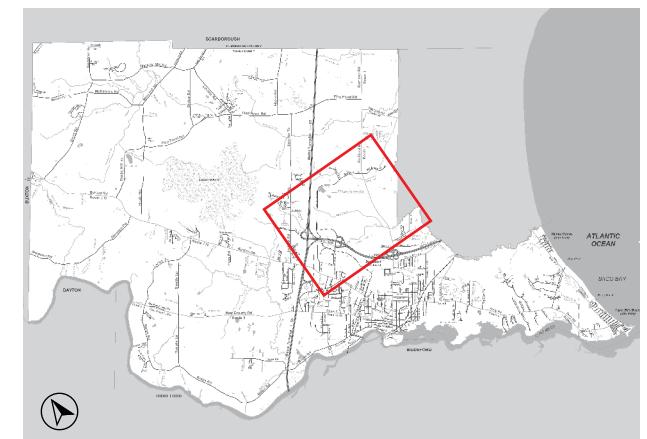
## Sign Types

Tag	Name	Quantity
A1	City Entry Gateway	2
A2	Secondary Gateway	3
A3	City Map	1
A4	City Building ID	5

B1	District ID	2
B2	Small District ID	1
B3	District Map	2
B4	District Flag Directional	1

District Colors	
Historic Downtown	
Waterfront	
Industrial Park	
Business Park	

C1	Key Location ID	4
C2	Key Location Directional	5



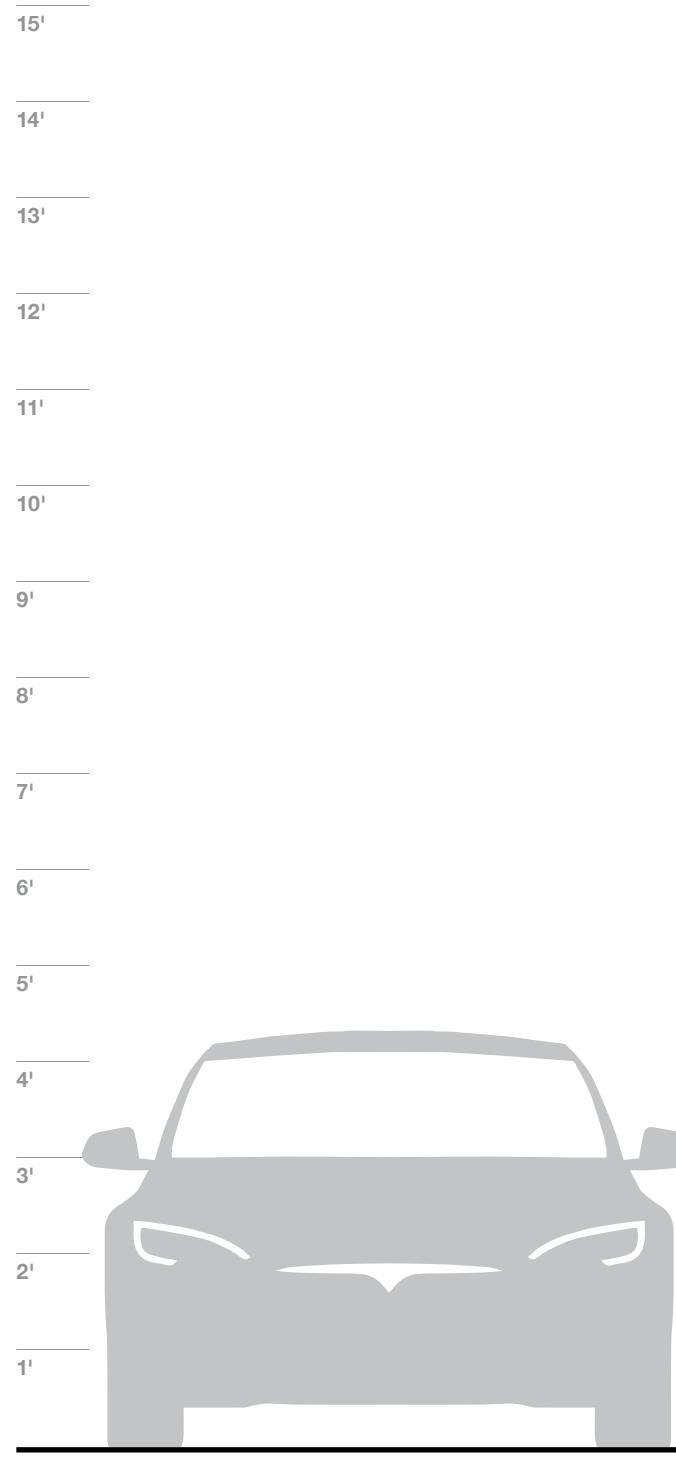
# Sign Family: Blade

Sign Type Details

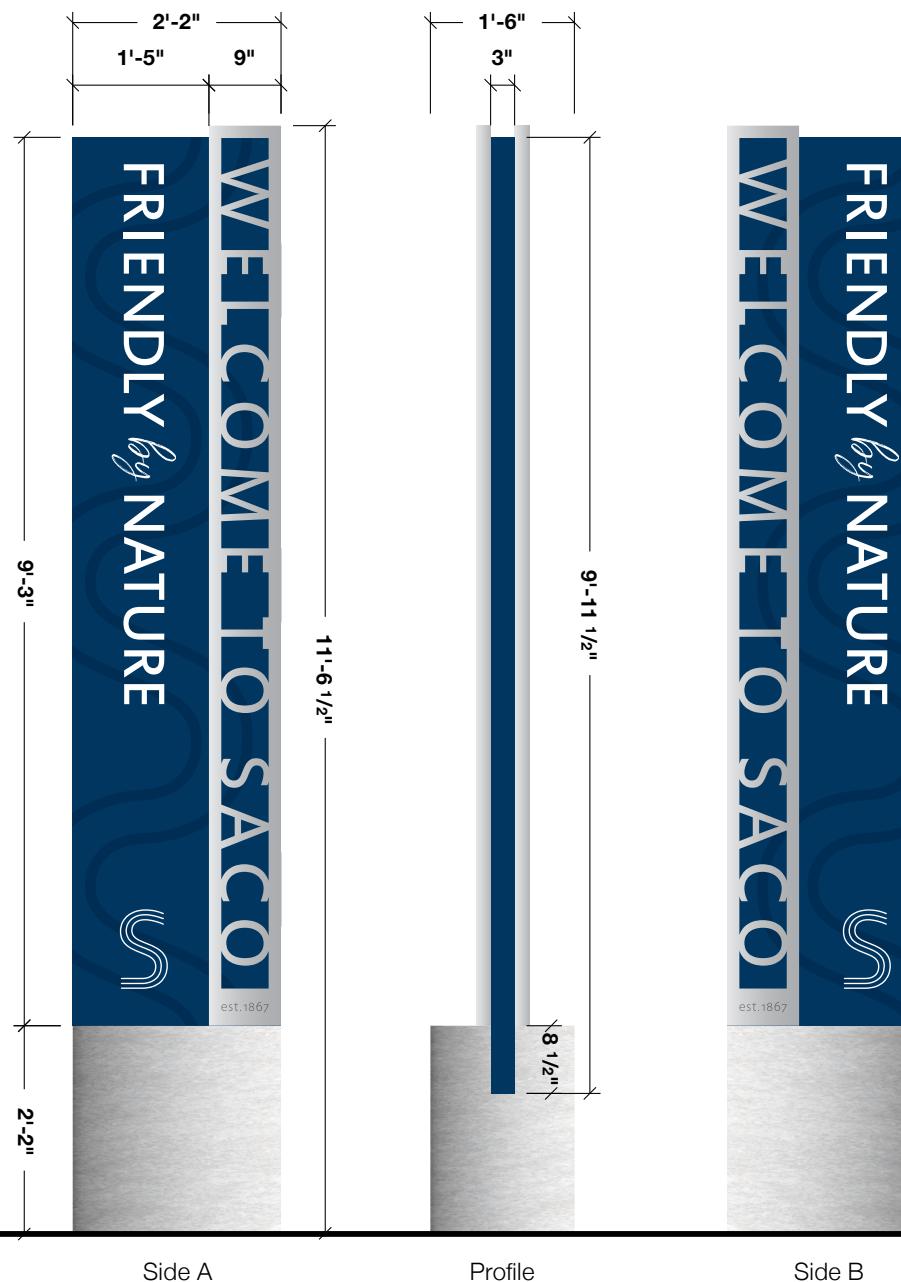
Summary

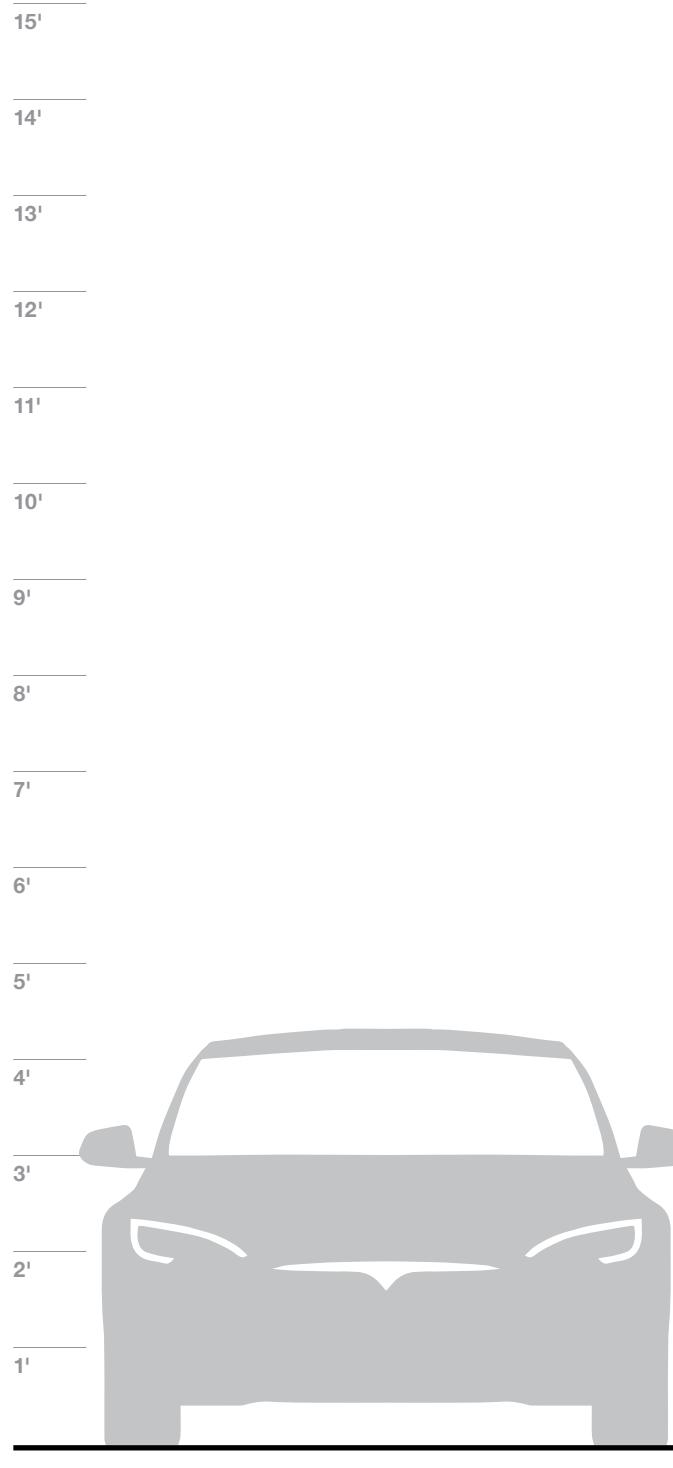
Materials

Inspirational Precedents

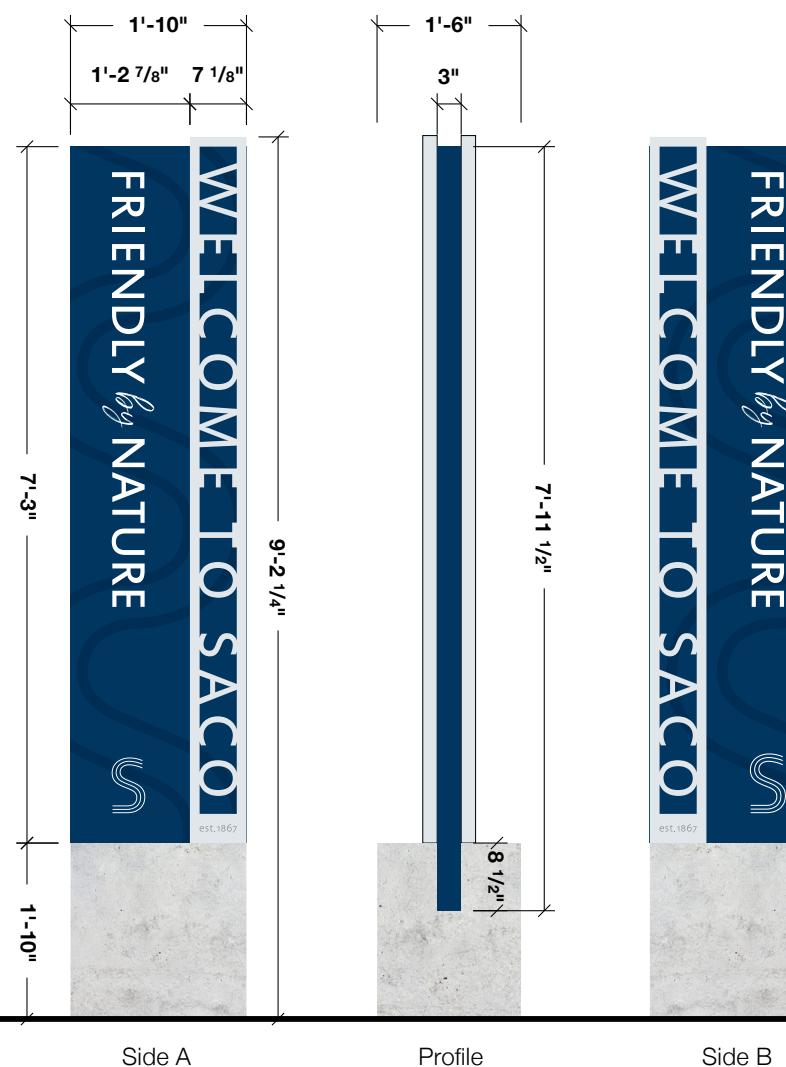


**Base:** Granite  
**Wordmark:** Polished Steel

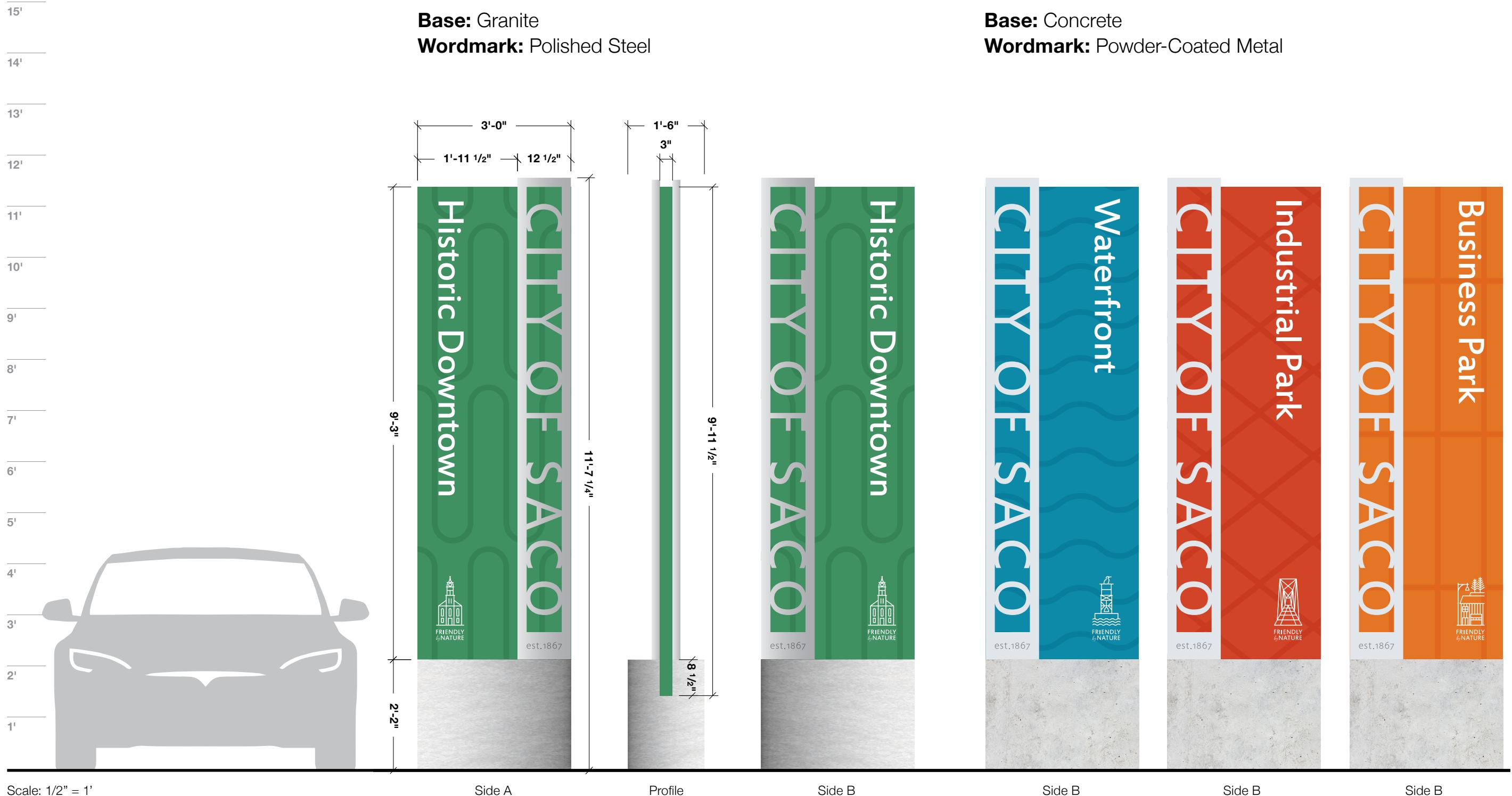


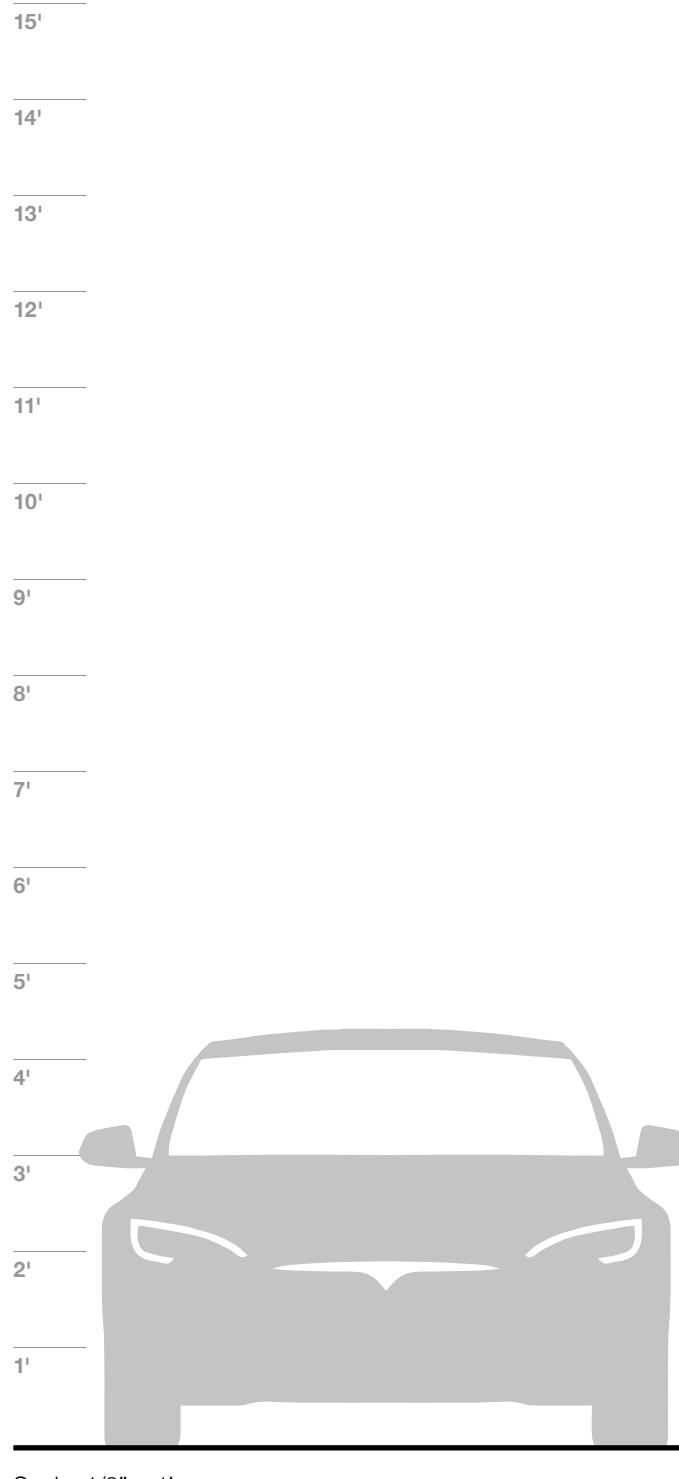


**Base:** Concrete  
**Wordmark:** Powder-Coated Metal

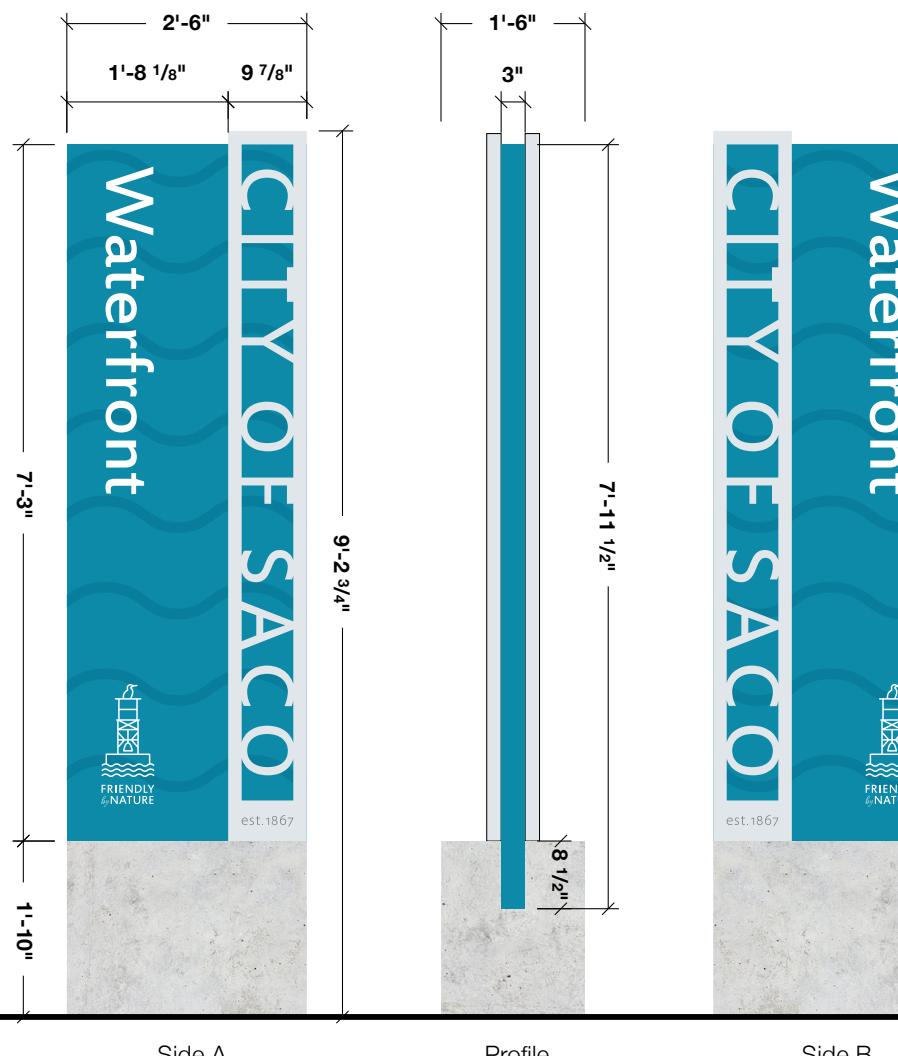


Scale: 1/2" = 1'





**Base:** Concrete  
**Wordmark:** Powder-Coated Metal



15'

14'

13'

12'

11'

10'

9'

8'

7'

6'

5'

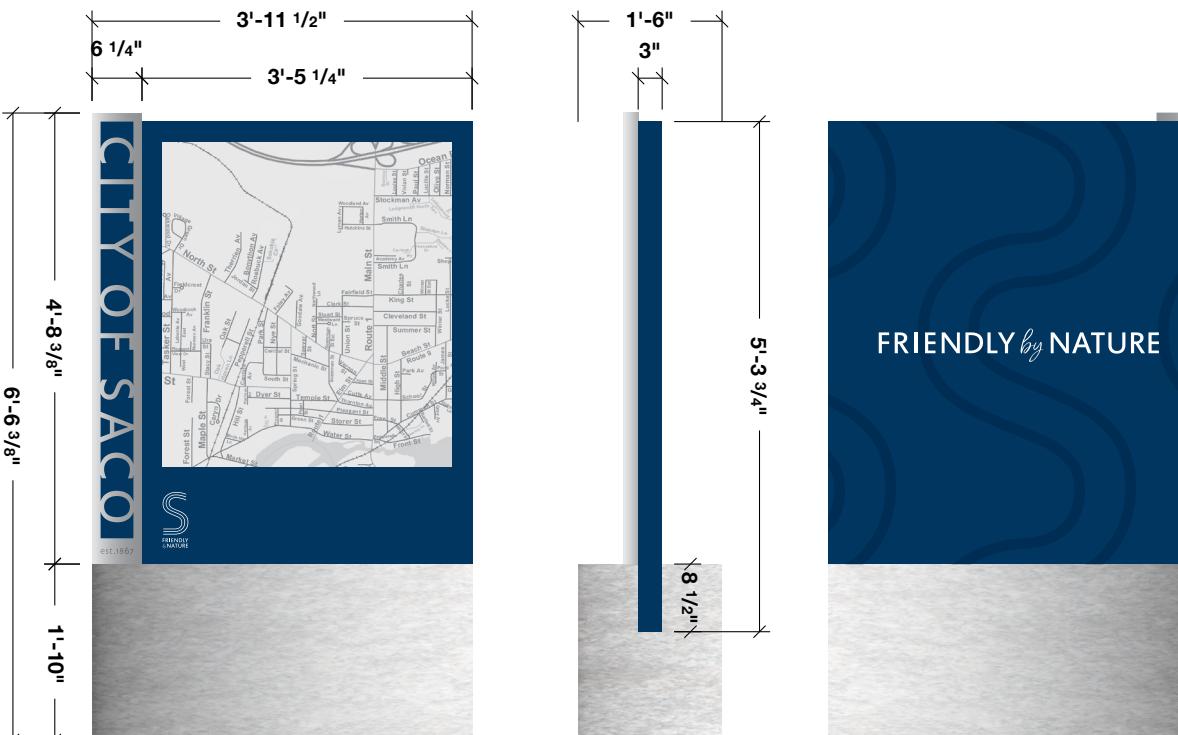
4'

3'

2'

1'

**Base:** Granite  
**Wordmark:** Polished Steel



Scale: 1/2" = 1'

Side A

Profile

Side B

15'

14'

13'

12'

11'

10'

9'

8'

7'

6'

5'

4'

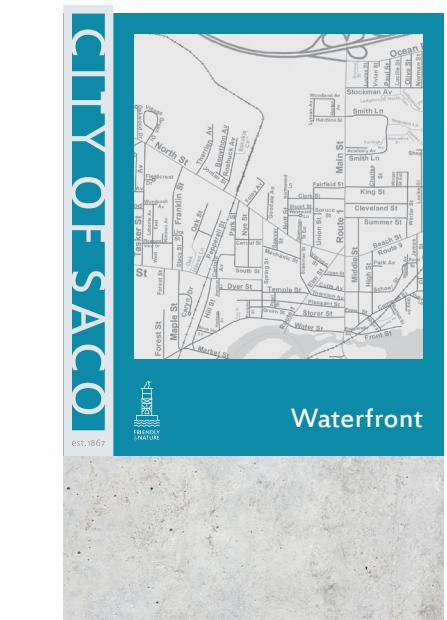
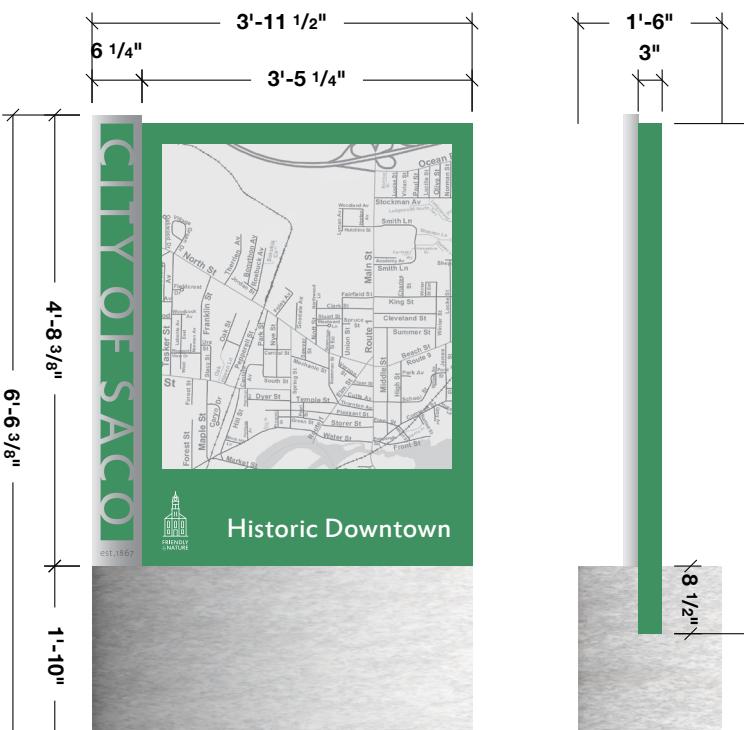
3'

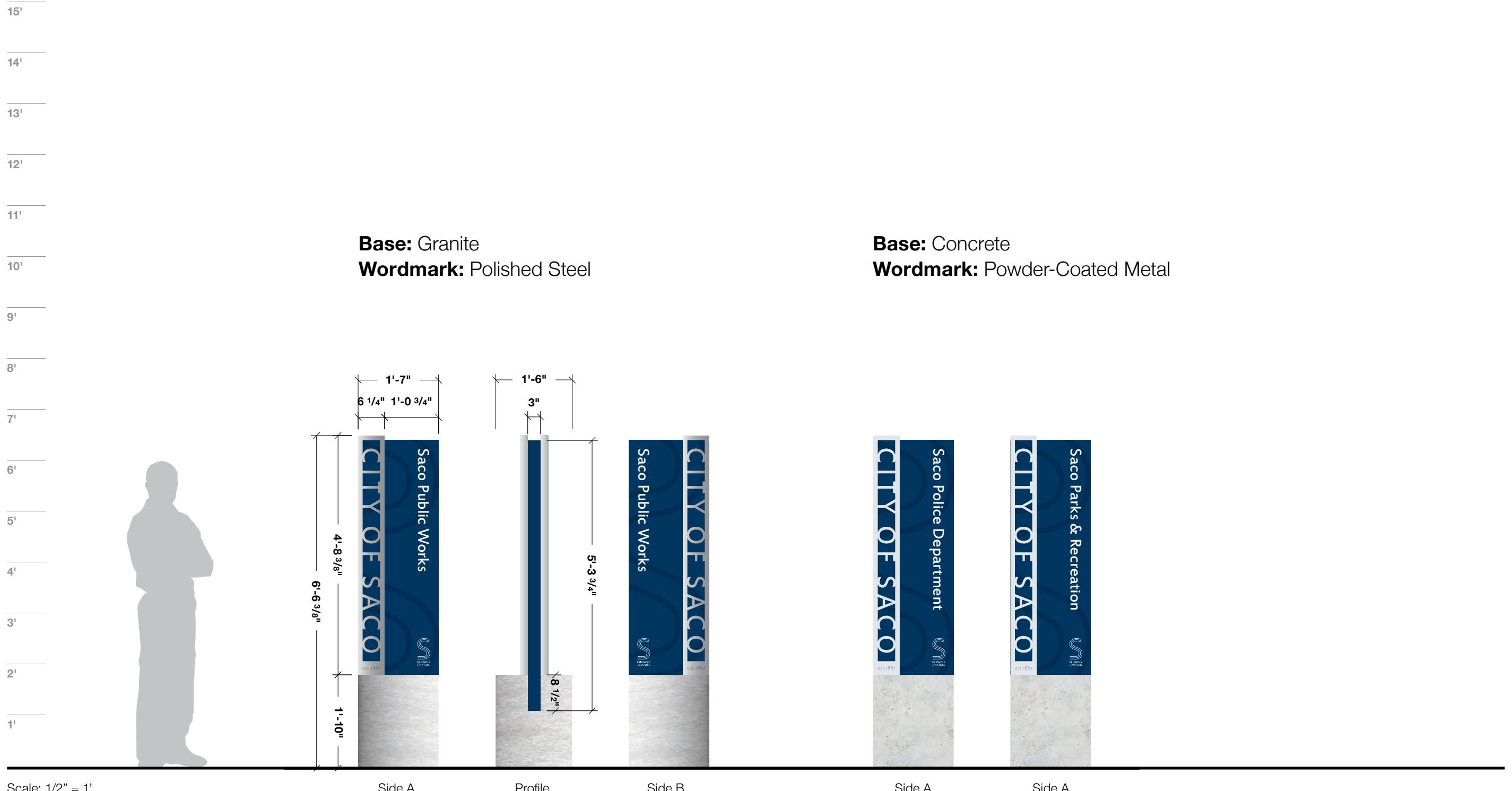
2'

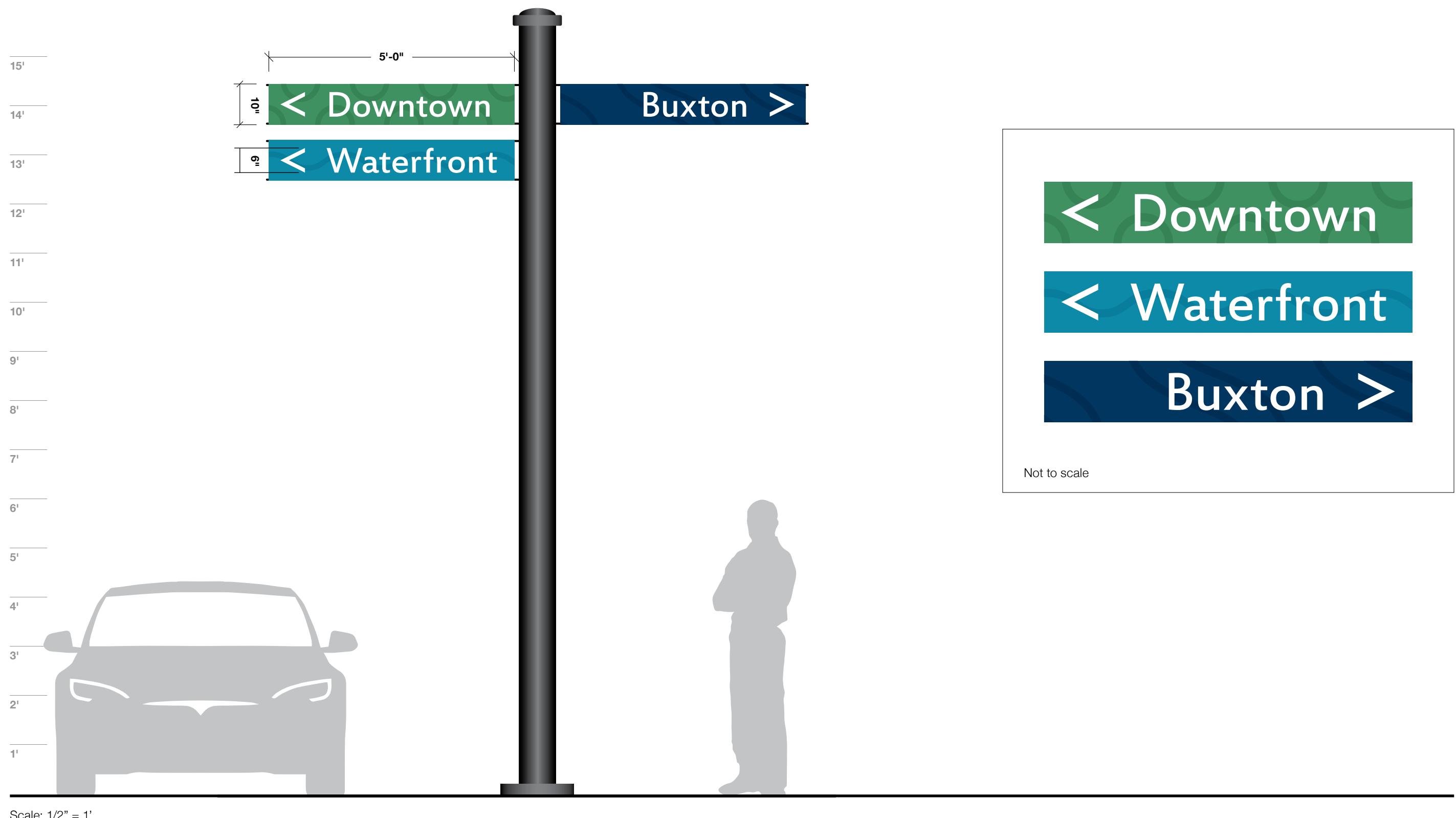
1'

**Base:** Granite  
**Wordmark:** Polished Steel

**Base:** Concrete  
**Wordmark:** Powder-Coated Metal







15'

14'

13'

12'

11'

10'

9'

8'

**Base:** Granite**Base:** Concrete

Not to scale

7'

6'

5'

4'

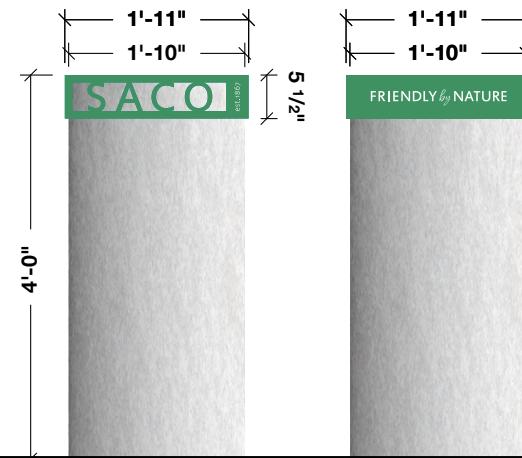
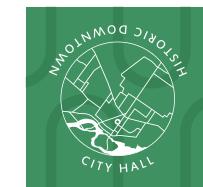
3'

2'

1'



Scale: 1/2" = 1'



Sides A &amp; C

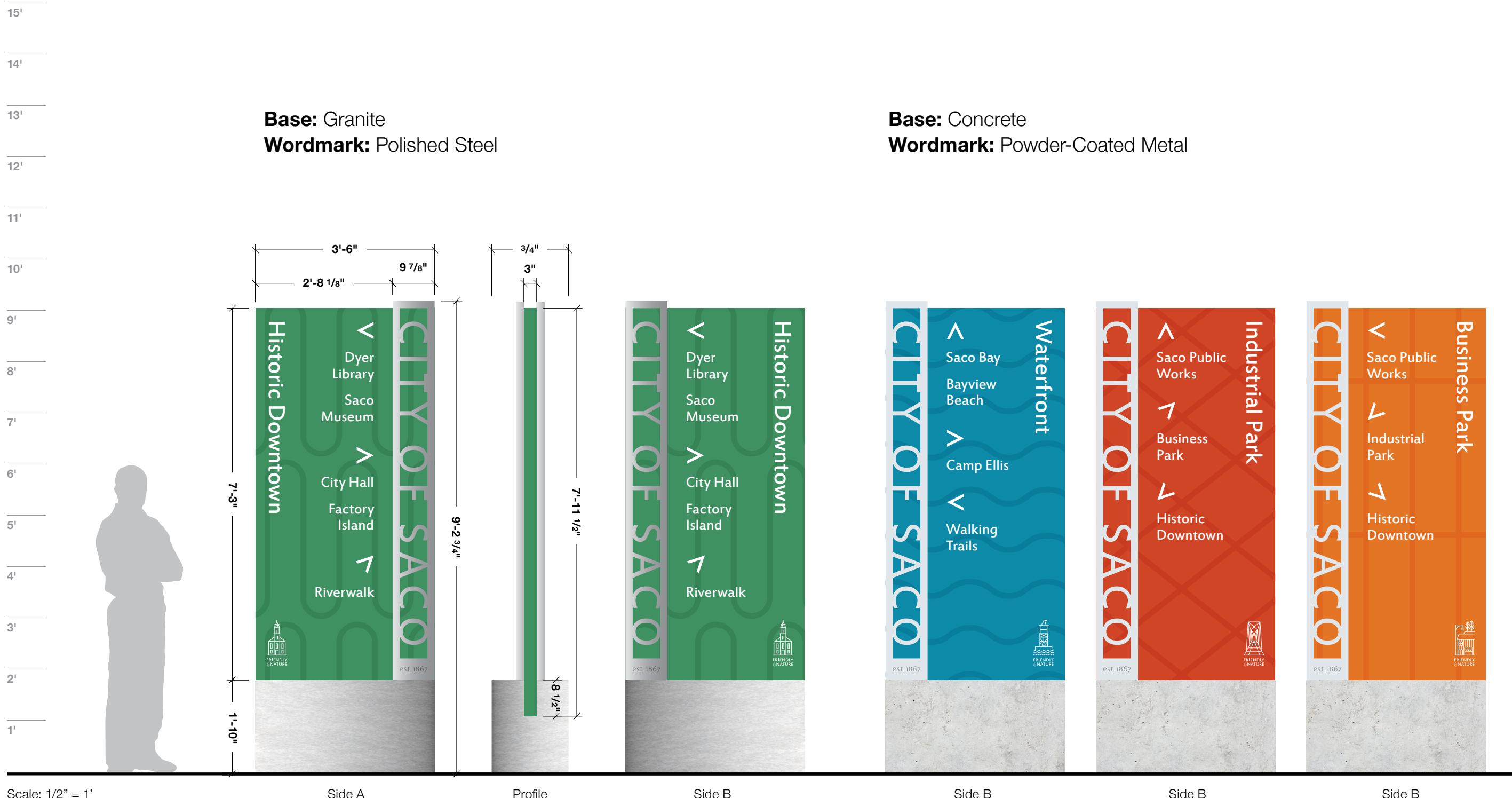
Sides B &amp; D

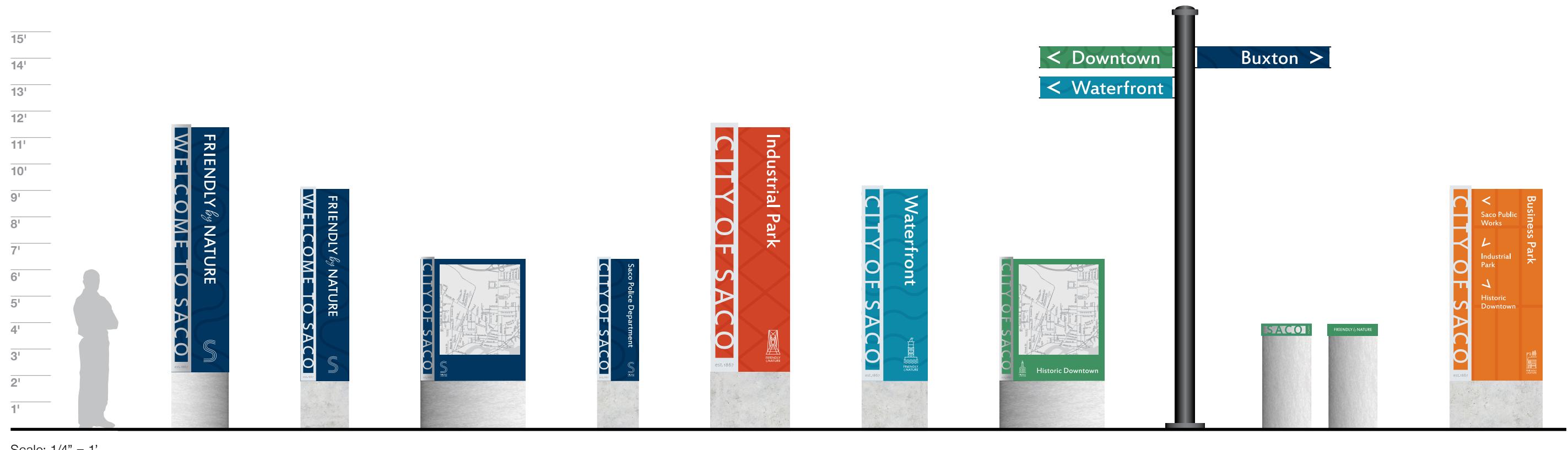


Sides A &amp; C



Sides B &amp; D





Sign Type	A1	A2	A3	A4	B1	B2	B3	B4	C1	C2
Quantity	2	3	1	5	2	1	2	3	4	5

Price as optional/additional  
(maybe at a later date)

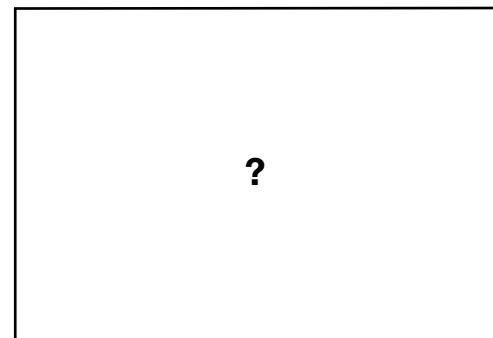
Flag attachments  
(not locations)

### BASE



### Option 1

Locally Sourced Granite

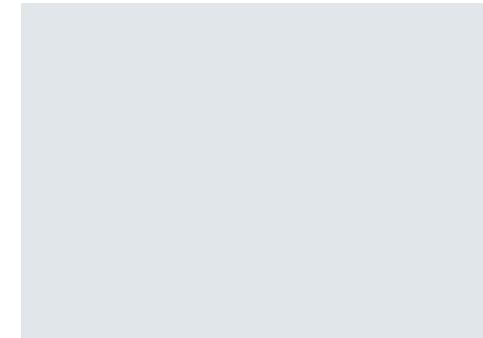


### Option 3

TBD

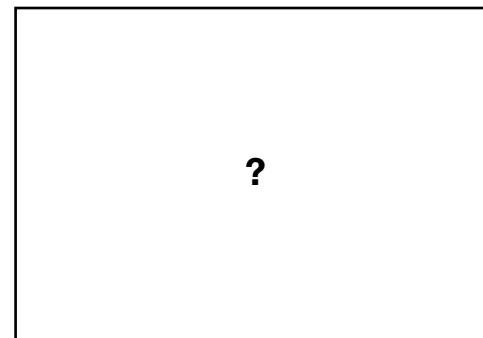
Expressed aesthetic preference for granite, but cost preference for concrete. Potential to explore third material option in collaboration with vendor.

### WORDMARK CUTOUT



### Option 1

Polished Steel

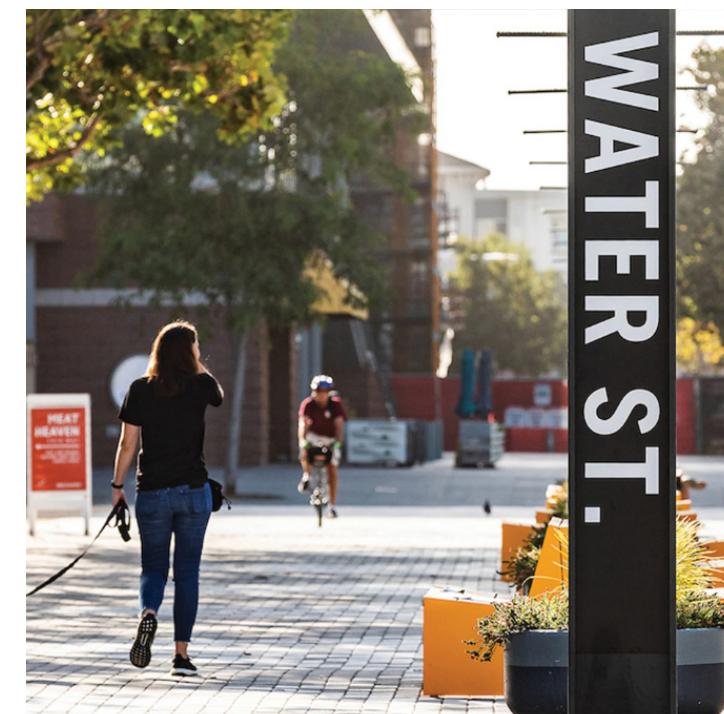
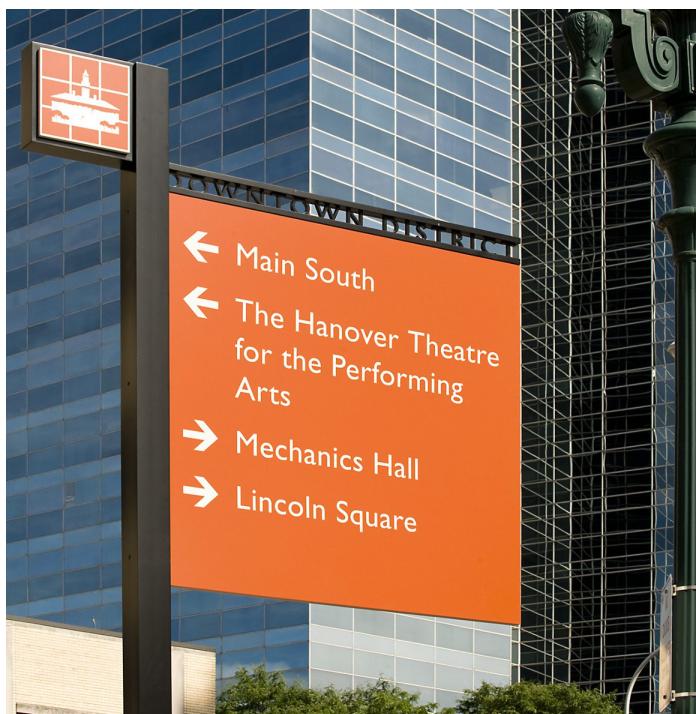
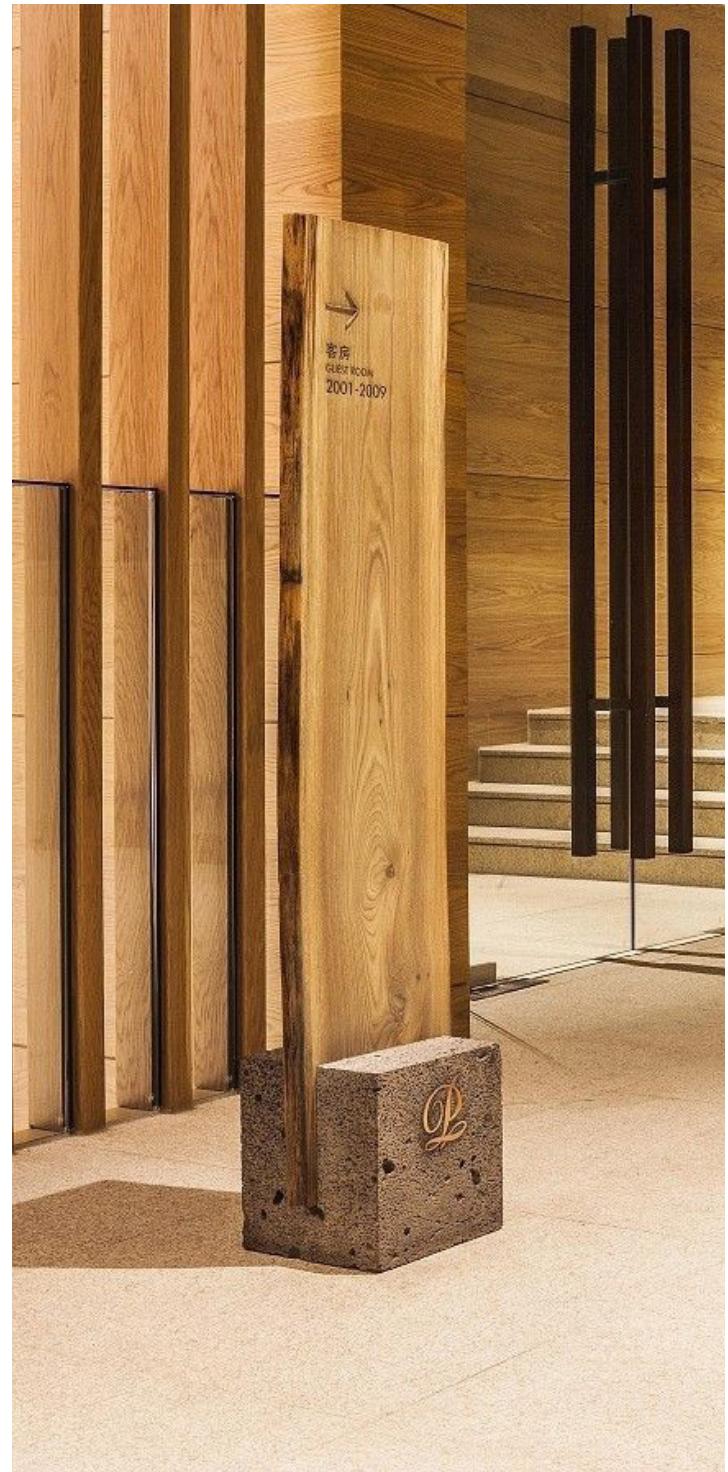


### Option 3

TBD

Expressed concerns regarding long-term durability of powder-coated metal. Potential to explore third material option in collaboration with vendor.

## INSPIRATIONAL PRECEDENTS



**Selbert  
Perkins  
Design.**