



City of Auburn, Maine

Facilities & Energy

Derek Boulanger, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

January 18, 2024

Dear Bidder:

The City of Auburn is accepting written proposals for the construction of a **24 X 28 Garage** located at 87 Mill Street (PID 221-076). The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any proposals when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. All proposals must include FOB to Auburn, Maine unless otherwise specified.

A **mandatory pre-bid meeting** to review the work site is scheduled for **Thursday, January 25th, 2024**, at 10:00 a.m. at Auburn City Hall, 60 Court Street, Auburn, ME, immediately followed by a review of the worksite. Please contact John Blais at jblais@auburnmaine.gov to confirm participation.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: "**Garage – Bid #2024-024.**"

Questions regarding this Request for Proposals should be directed to Amanda Denning, Purchasing Analyst, at adenning@auburnmaine.gov.

Please submit your proposal to the City of Auburn by **2:00 p.m. February 1st, 2024**. Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Amanda Denning, Purchasing Analyst, 60 Court Street, Auburn, ME 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

A handwritten signature in black ink that reads "Amanda Denning".

Amanda Denning
Purchasing Analyst

CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form and schedule of values forms for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink, and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state **"Garage – Bid #2024-024."** on submitted sealed envelope.
12. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.
13. The scope of work shall be substantially completed by July 20, 2024. Final completion shall be on or before August 1, 2024.

SPECIFICATIONS:

The work to be accomplished under these specifications includes providing all labor, materials, equipment, consumable items, supervision, administrative tasks, tests and documentation required to install complete. The 28' by 24' garage as described herein and shown on the Drawings. The project will include but limited to trusses, framing and sheathing, windows, man doors, garage doors, siding, roofing, exterior stairway and limited exterior insulation as provided on the drawing and materials list by Hammond Lumber.

GENERAL CONDITIONS:

The Contractor shall follow all requirements under the permits to include NRPA, Shoreland Zone, Building Codes and Flood Hazard Permits. The city will be responsible for acquiring all permits, but the contractor will be responsible for adhering to the permit requirements. All local fees shall be waived.

All work shall be in accordance with the laws, rules, codes, and regulations set forth by Local, State, and Federal authorities having jurisdiction. All products and materials shall be manufactured, installed and tested as specified, but not limited to the latest accepted edition of the following codes, standards and regulations:

NFPA National Fire Protection Association
OSHA Occupational Safety and Health Act
UL Underwriters Laboratory
FM Factory Mutual Association
MBC Maine Building Code
Local AHJ Local and State building, electrical, fire and health department and public safety codes agencies.

When requirements cited in this Paragraph conflict with each other or with Contract Documents, the most stringent requirements shall govern conduct of work. The Engineer may relax this requirement when such relaxation does not violate the ruling of authorities that have jurisdiction. Approval for such relaxation shall be obtained in writing. Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, and industry standards, he shall bear all costs arising in correcting these deficiencies.

The drawings and these specifications are intended to comply with all the above mentioned Codes, Rules and Regulations. If discrepancies occur, the Contractor shall immediately notify the Engineer in writing of said discrepancies and apply for an interpretation and, unless and interpretation is offered in writing by the Engineer prior to the execution of the contract, the applicable rules and regulations shall be complied with as a part of the contract.

BUILDING:

The building shall be a 28' by 24' wooden framed two car garage with a future livable space (dormered apartment) with a wooden exterior stairway. The building shall meet the dimensions as specified on the attached drawings and materials list provided by the city through Hammond Lumber.

CARPENTRY:

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide materials, tools, equipment and labor required to furnish, fabricate and complete the rough carpentry work in accordance with this Section and applicable reference standards listed in Article 1.02.

1.02 REFERENCES

- A. Reference Standards
 - 1. ASME INTERNATIONAL (ASME)
 - a. ASME B18.2.1 Square and Hex Bolts and Screws (Inch Series)
 - b. ASME B18.6.1 Wood Screws (Inch Series)
 - 2. ASTM INTERNATIONAL (ASTM)
 - a. ASTM A153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
 - b. ASTM A563 Standard Specification for Carbon and Alloy Steel Nuts
 - c. ASTM D2559 Standard Specification for Adhesives for Bonded Structural Wood Products for Use Under Exterior Exposure Conditions
 - d. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials
 - e. ASTM F1554 Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength
 - f. ASTM F1667 Driven Fasteners: Nails, Spikes, and Staples
 - 3. AMERICAN WOOD PROTECTION ASSOCIATION (AWPA)
 - a. AWPA U1 Use Category System: User Specification for Treated Wood
 - 4. ICC-EVALUATION SERVICES
 - a. ESR-1539 Power-Driven Staples and Nails

5. NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)
 - a. NIST PS 1 DOC Voluntary Product Standard PS 1-07, Structural Plywood
 - b. NIST PS 20 American Softwood Lumber Standard

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination, Sequencing, and Scheduling: per Division 01 General Requirements.

1.04 SUBMITTALS

- A. Submit in Accordance with Division 01 General Requirements.
- B. Product Data
 1. Engineered Wood Products: including manufacturer's load tables
 2. Metal Framing Anchors
 3. Wood Treatment Data: including chemical treatment manufacturer's instructions for storage, handling, installation and finishing
 4. Water-Borne-Treated Products: include statement that moisture content of treated materials was reduced to levels indicated prior to shipment to Project Site
 5. Warranty of chemical treatment manufacturer for each type of treatment
- C. Material Certificates
 1. For dimension Lumber, indicating species and grade for each use, and compliance with minimum specified allowable unit stresses per values approved by the American Lumber Standards Committee.
 2. For each type of preservative-treated wood product include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
 3. Certificates of inspection stating species and grades of plywood used for roof and wall sheathing.

1.05 QUALITY ASSURANCE

- A. Provide in accordance with Division 01 General Requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Provide in accordance with Division 01 General Requirements.
- B. Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood; provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.

- C. For lumber and plywood pressure-treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

PART 2 - PRODUCTS

2.01 LUMBER GENERAL

- A. Furnish lumber manufactured to comply with NIST PS 20 and with applicable grading rules of inspection agencies certified by ALSC Board of Review.
- B. Inspection Agencies:
 - 1. RIS - Redwood Inspection Service
 - 2. SPIB - Southern Pine Inspection Bureau
 - 3. WCLIB - West Coast Lumber Inspection Bureau
 - 4. WWPA - Western Wood Products Association
 - 5. NELMA - Northeastern Lumber Manufacturers Association
 - 6. NSLB - Northern Softwood Lumber Bureau
 - 7. NLGA - National Lumber Grades Authority
- C. Each piece of lumber shall factory-marked with grade stamp of inspection agency indicating grade, species, and moisture content at time of surfacing and milling.
- D. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by NIST PS 20 for moisture content specified for each use.
 - 1. Provide dressed lumber, S4S, unless otherwise indicated.
 - 2. Provide lumber with 19 percent maximum moisture content at time of dressing and shipment for sizes 2 inches or less in nominal thickness, unless otherwise indicated.

2.02 DIMENSION LUMBER

- A. For structural framing (2 to 4 inches nominal thickness) provide the following (size factors NOT included):
 - 1. Allowable bending stress of 575 psi minimum (661 psi under repetitive member use); allowable compressive stress parallel to the grain of 825 psi minimum; and a modulus of elasticity of 1,100,000 psi minimum. These values are for No. 2 Eastern Softwoods graded under NELMA or NSLB. Other species and grades meeting these properties are acceptable.
- B. Top sill plate shall meet the specifications for dimension lumber. Bottom sill plate shall meet the specifications for miscellaneous lumber.

2.03 BOARDS

- A. Exposed Boards: 15 percent maximum moisture content: Eastern White Pine, Idaho White, Lodgepole, Ponderosa, or Sugar Pine; D Select (Quality), grade per NELMA, NLGA, WCLIB, or WWPA. Exposed boards shall be pre-primed.

- B. Concealed Boards: 15 percent maximum moisture content: Hem-Fir (North), Spruce-Pine-Fir (South), Spruce-Pine-Fir; Construction or 2 Common, grade per NELMA, NLGA, WCLIB, or WWPA.

2.04 MISCELLANEOUS LUMBER

- A. Provide miscellaneous lumber for support and attachment of other construction, including bottom sill plate, nailers, blocking, furring, and similar members. Provide 19 percent maximum moisture content at time of dressing & shipment; Hem-Fir, Hem-Fir (North), Spruce-Pine-Fir; Construction or No. 2 grade per NELMA, NLGA, WCLIB, or WWPA.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated and into shapes shown.

2.05 ENGINEERED WOOD PRODUCTS

- A. General
 - 1. Provide engineered wood products for which current model code evaluation/research reports provide evidence of compliance for the indicated application and the building code of Project state.
- B. Plywood Sheathing
 - 1. All sheathing shall conform to NIST PS 1 and shall be factory marked.
 - 2. Roof sheathing: 5/8-inch APA Rated Sheathing, 32/16, C-D Grade; Exposure 1 Durability; ply clips as required
 - 3. Wall sheathing: 5/8 APA Rated Sheathing, Pressure Treated T-111

2.06 FASTENERS

- A. Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture. Provide fasteners with a hot-dip zinc coating per ASTM A153 or of Type 304 stainless steel. Where in contact with pressure-treated wood, use hot-dip galvanized or Type 316 stainless steel, and as noted. Use Type 316 stainless steel where stainless steel framing anchors are used.
- B. Nails, Brads, and Staples: ASTM F1667. Nails shall be common nails, except as otherwise noted.
- C. Power Driven Fasteners: ESR-1539
- D. Wood Screws: ASME B18.6.1
- E. Lag Bolts: ASME B18.2.1
- F. Anchor Bolts: Steel bolts complying with ASTM F1554, Grade 36; with ASTM A563 hex nuts and where indicated, flat washers.

2.07 METAL FRAMING ANCHORS

- A. Provide metal framing anchors of type, size, metal, and finish indicated that comply with requirements specified including the following
 - 1. Provide products for which current model code evaluation/research reports provide evidence of compliance for the indicated application and the building code of Project state.
 - 2. Provide products for which manufacturer publishes allowable design loads that are determined from empirical data or by rational engineering analysis and that are demonstrated by comprehensive testing performed by a qualified independent testing laboratory.
 - 3. Where in contact with pressure-treated wood, provide stainless steel or hot-dip galvanized steel with minimum G185 coating (1.85-ounce zinc per square foot).

2.08 PRESERVATIVE TREATED WOOD

- A. Where lumber or plywood is indicated as pressure-treated, preservative-treated, or is specified herein to be treated, comply with applicable requirements of AWPA U1 Commodity Specifications A-Sawn Products for lumber, and F-Wood Composites for plywood.
- B. Pressure-treat items with water-borne preservative chemicals, legal for use in the Project state, with a minimum chemical preservative retention of 0.25 per cubic foot. After treatment, kiln-dry lumber and plywood to a maximum moisture content, of 19 percent for lumber and 15 percent for plywood. Discard materials that are warped or that do not comply with requirements for untreated materials.
- C. Treat indicated items and: bottom wood sill plate, sleepers, blocking, furring, stripping, and similar members in contact with masonry or concrete.

2.09 SILL SEAL

- A. Flexible polyethylene foam gasketing strip, 1/4 inch thick by 5-1/2 inch wide. Styrofoam Sill Seal by Dow, Reflectix Sill Sealer by Reflectix Inc., Slex Sill Sealer by Protecto Wrap, or equal

2.10 SOURCE QUALITY CONTROL

- A. Provide in accordance with Division 01 General Requirements.

PART 3 - EXECUTION

3.01 INSTALLATION - GENERAL

- A. Discard pieces with defects that impair quality of rough carpentry construction and that are too small to use in fabricating rough carpentry with minimum joints or optimum joint arrangement.
- B. Set rough carpentry to required levels and lines, with members plumb and true to line and cut and fitted.

- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.
- E. Countersink nail heads on exposed carpentry work and fill holes.
- F. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

3.02 SILL PLATES

- A. The bottom sill plate attached to the concrete foundation shall be pressure-treated. The top sill plate that is attached to the bottom sill plate shall not be pressure-treated and shall comply with the Specifications for Dimension Lumber.
- B. Bottom sill plate shall be isolated from concrete with specified sill seal.

3.03 WOOD NAILERS AND BLOCKING

- A. Install wood nailers and blocking where shown and where required for attachment of other work. Form to shapes as shown and as required for true line and level of work to be attached. Coordinate location with other work involved.

3.04 FRAMING – GENERAL

- A. Anchor and nail as shown, and to comply with the following
 - 1. ESR-1539
 - 2. Published requirements of manufacturer of metal framing anchors
- B. Do not splice structural members between supports.

3.05 STUD FRAMING

- A. Arrange studs so that wide face of stud is perpendicular to direction of wall or partition and narrow face is parallel. Install double bottom plate and double top plates using nominal 2-inch-thick members whose widths equal that of studs; except single top plate may be used for non-load-bearing partitions. Nail or anchor plates to supporting construction.
- B. For exterior walls and interior load bearing and/or shear walls, install 2 inches by 6-inch wood studs spaced as indicated, unless noted otherwise. Provide blocking, same size as studs, at all plywood panel edges.
- C. Construct corners and intersections with not less than 3 studs. Install miscellaneous blocking and framing as shown as required for support of facing materials, fixtures, specialty items, and trim. Install continuous horizontal blocking row at mid-height of single-story non-load-bearing partitions over 8 feet high using 2-inch-thick members of same width as wall or partitions unless noted otherwise on Drawings.

- D. Frame openings with multiple trimmer studs and headers. Install nailed header members of thickness equal to width of studs. Set headers on edge and support on trimmer studs.

3.06 ROOF SHEATHING

- A. Configuration of panel sheets shall be as shown on the Drawings. Panel sheets shall span perpendicular to supporting members.
- B. Blocking: Continuous at ridge; as shown on the Drawings at eaves; additional continuous blocking was shown on the Drawings
- C. Nailing: As shown on Drawings

3.07 WALL SHEATHING

- A. Panel sheets shall span perpendicular to supporting studs
- B. Blocking at all panel edges
- C. The bottom of the wall sheathing shall be nailed to upper sill plate
- D. 8d Nailing: 6 inches on center at panel edges, 12 inches on center at intermediate supports

3.08 FINISH WORK

- A. Provide Samples, sizes, materials, and designs as indicated and as specified. Apply primer to finish Work before installing. Where practicable, shop assemble and finish items of built-up millwork. Joints shall be tight and constructed in a manner to conceal shrinkage. Miter trim and moldings at exterior angles and cope at interior angles and at returns. Material shall show no warp after installation. Install millwork and trim in maximum practical lengths. Fasten finish Work with finish nails. Provide blind nailing where practicable. Set face nails for putty stopping.
- B. Exterior Finish Work
 - 1. General: Machine-sand exposed flat members and square edges. Machine-finish semi-exposed surfaces. Construct joints to exclude water. In addition to nailing, glue joints of built-up items with waterproof glue as necessary for weather-resistant construction. Provide well-distributed end joints in built-up members. Provide shoulder joints in flat Work. Hold backs of wide-faced miters together with metal rings and waterproof glue. Facias and other flat members, unless otherwise indicated, shall be 3/4 inch thick. Provide door and window trim in single lengths. Provide braced, blocked, and rigidly anchored cornices for support and protection of vertical joints. Install soffits in largest practical size. Joints of plywood shall occur over center lines of supports. Fasten soffits with stainless steel nails. Back prime all concealed surfaces of exterior trim.
 - 2. Exterior Composite Trim: Install treated exterior composite trim with smooth side exposed. Attach per manufacturer's written recommendations. All fasteners shall be concealed and not visible after final installation.

Flashing shall be installed at all horizontal trim applications including window and door headers.

3. Interior Finish Work: After installation, sand exposed surfaces smooth. Provide window and door trim in single lengths.
4. Window Stools and Aprons: Provide stools with rabbet over windowsill. Provide aprons with returns cut accurately to profile of member.

ELECTRICAL:

Single phase power shall be supplied to the building. The Contractor shall furnish and install the conduit and they will be responsible for pulling and installing the cables. There shall be a minimum of 2 exterior GFCI protected duplex outlets located on the outside of the building to located on either side of the building .There shall be a 100-amp outlet located on the wall at the nearest location from exterior power. There shall be a minimum of 4 duplex outlets along the interior spaced evenly on both the garage and storage space. Lighting shall provide a minimum of 35-foot candles in the storage area and 50-foot candles in the wash bays and be LED. The lighting shall be run with occupancy sensors and shall be DLC qualified and have a minimum five-year warranty. There shall be exterior lighting at all doorways with a minimum of 35-foot candles. A minimum of 10 lights will be installed on the exterior and interior of the building see plan and owner for final details. The electrical panel shall be located adjacent to the man door. If additional GFI outlets are required per code they shall be provided and installed.

SITE WORK:

All site work will be completed by other.

CONCRETE WORK:

The concrete foundation completed by other.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

5. Retainage and Payments

Retainage in the amount of 10% will be held from each progress payment and shall be released at the discretion of the Project Engineer. Payments shall be made by the City to the Contractor 30 days after receipt of the request for payment.

6. Changes in the Work

6.1 The Contractor shall not proceed with extra work without an approved Change Order or Construction Change Directive. A Change Order which has been properly signed by all parties shall become a part of the contract.

6.2 A Change Order is the usual document for directing changes in the Work. In certain circumstances, however, the Owner may utilize a Construction Change Directive to direct the Contractor to perform changes in the Work that are generally consistent with the scope of the project. The Owner shall use a Construction Change Directive only when the normal process for approving changes to the Work has failed to the detriment of the Project, or when agreement on the terms of a Change Order cannot be met, or when an urgent situation requires, in the Owner's judgment, prompt action by the Contractor.

6.3 The Architect shall prepare the Construction Change Directive representing a complete scope of work, with proposed Contract Price and Contract Time revisions, if any, clearly stated.

6.4 The Contractor shall promptly carry out a Construction Change Directive which has been signed by the Owner and the Architect. Work thus completed by the Contractor constitutes the basis for a Change Order. Changes in the Contract Price and Contract Time shall be as defined in the Construction Change Directive unless subsequently negotiated with some other terms.

6.5 The method of determining the dollar value of extra work shall be by:

- a) An estimate of the Contractor accepted by Owner as a lump sum, or
- b) Unit prices named in the contract or subsequently agreed upon, or
- c) Cost plus a designated percentage, or
- d) Cost plus a fixed fee.

6.6 The Contractor shall determine the dollar value of the extra work for both the lump sum and cost-plus designated percentage methods using the following rates. The rates include all overhead and profit expenses.

- a) Contractor - for any work performed by the Contractor's own forces, 10% of the cost;
- b) Subcontractor - for work performed by Subcontractor's own forces, 10% of the cost;
- c) Contractor - for work performed by Contractor's Subcontractor, 10% of the amount due the Subcontractor.

6.7 The Contractor shall keep and provide records as needed or directed for the cost-plus designated percentage method. The Architect shall review and certify the appropriate amount which includes the Contractor's overhead and profit. The Owner shall make payments based on the Architect's certificate.

7. Liens

7.1 The Contractor shall deliver to the Owner a complete release of all liens arising out of this contract before the final payment or any part of the retainage payment is released. The Contractor shall provide with the release of liens an affidavit asserting each release includes all labor and materials for which a lien could be filed. Alternately, the Contractor, in the event any Subcontractor or supplier refuses to furnish a release of lien in full, may furnish a bond satisfactory to the Owner, to indemnify the Owner against any lien.

7.2 In the event any lien remains unsatisfied after all payments to the Contractor are made by the Owner, the Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all cost and reasonable attorney's fees.

BID PROPOSAL FORM

Due: Thursday, February 1, 2024

To: City of Auburn
Amanda Denning
Purchasing Analyst
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for thirty days (30) from the proposal due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine.

By signing this form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Company _____
Name (print) _____ Title _____
Phone Number _____
Address _____
Email Address _____

STATE OF MAINE
_____, SS.

Date: _____

Personally, appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

Notary Public

Print Name

Commission Expires _____

Bid Proposal Form must be accompanied with the Schedule of Values Form.

SCHEDULE OF VALUES

Bid #2024-024

<u>Item</u>	<u>Description</u>	<u>Value</u>
1.	General Conditions	\$ _____ . _____
2.	Building	\$ _____ . _____
3.	Electrical	\$ _____ . _____
TOTAL BASE BID (Sum of Items 1, 2 and 3)		\$ _____ . _____

TOTAL OF ALL LINE ITEMS IN THE SCHEDULE OF VALUES MUST EQUAL FINAL BASE BID. THERE MUST BE AMOUNTS IN EACH OF THE SPECIFIED ITEMS ABOVE. ENTER A ZERO IF NOT APPLICABLE.

PROJECT SCHEDULE

Estimated Start Date: 7 Days from Notice to Proceed (about February 15, 2024)

Substantial Completion Date: August 1, 2024

FAILURE TO PROPERLY COMPLETE THIS BID ATTACHMENT MAY BE CONSIDERED A NON-RESPONSIVE PROPOSAL AND MAY BE REJECTED AT THE OWNER'S DISCRETION.

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT is made this ### day of **Month Year**, by and between the CITY OF AUBURN, a municipal corporation existing under the laws of the State of Maine and located in the County of Androscoggin, State of Maine (hereinafter "CITY"), **Company Name, Address, EIN**, (hereinafter "CONTRACTOR"),

WITNESSETH:

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

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all the material and perform all the work shown on the drawings and described in the specifications entitled: **Bid # XXXXX Bid Title** which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall be commenced by **Month Day, Year** and fully completed on or before **Month Day, Year**.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of **\$XXX**

PERFORMANCE BOND:

4. If required by the City, the CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of **\$XXX** (whichever applies) executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR. Yes, required (Initials: __) No, Waived (Initials __)

GUARANTEE:

5. The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

PERMITS AND LICENSES:

6. Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR. All City permit fees shall be waived.

CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it 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 Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR'S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. **It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.**

(a) **Commercial General Liability** to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) **Business Automobile Liability**

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

(c) Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all subcontractors and lower tier contractors to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

(d) Professional Liability

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows: \$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

(e) **Certificates of Insurance** of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

(f) The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

(g) The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations

of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

(h) Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

(l) Construction Agreement

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

DAMAGES:

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

LIENS:

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

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. It will be the responsibility of the Contractor to list any Subcontractors on the bid proposal.

USE OF PREMISES:

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

CLEANING UP:

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

PAYMENTS:

15. Unless otherwise agreed to, the CITY shall make payments on account of the Agreement less retainage as follows:

Within 30 days, as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BY: _____ BY: _____
Witness Finance Director

BY: _____ BY: _____
Witness Contractor

PRELIMINARY DRAWING NOT FOR CONSTRUCTION

DRAWING SCHEDULE

TITLE PAGE	1
ELEVATIONS	2
FLOOR PLANS	3

AREA SCHEDULE

2ND FLOOR - FINISHED	396 SQ. FT.	2ND FLOOR
DECKS	46 SQ. FT.	
FOOTPRINT (USED FOR ESTIMATING)	672 SQ. FT.	1ST FLOOR
GARAGE	672 SQ. FT.	

DOORS & WINDOWS

LIBRARY NAME	PRODUCE CODE	COUNT	EGRESS
HLC\DOORS\EXT\GARAGE	120110 OHD	2	YES
HLC\DOORS\EXT\HINGED\1 LITE	3068 L	1	YES
HLC\DOORS\EXT\HINGED\6 PNL	3068 L	1	YES
HLC\WINDOWS\PELLA\ENCOMPASS\SH\W	ENC 3050 E	3	YES



87 MILL ST. GARAGE
CITY OF AUBURN

“ATTENTION HOMEOWNERS, BUILDERS, DESIGNERS & ARCHITECTS”

ALL WORK SHALL CONFORM TO STATE AND LOCAL BUILDING CODES

THE BUILDING CODE IS THE MINIMUM REQUIREMENT, ALWAYS CONSULT WITH THE LOCAL AUTHORITIES FOR AMENDMENTS OR IMPROVEMENTS TO THE CODE

ALL DIMENSIONS ARE TO BE VERIFIED IN THE FIELD

ALL FOOTINGS ARE TO REST ON UNDISTURBED SOIL AND EXTEND BELOW THE FROST LINE

ALL LUMBER EXPOSED TO THE WEATHER OR IN DIRECT CONTACT WITH CONCRETE MUST BE PRESSURE TREATED

SMOKE ALARMS ARE TO BE HARDWIRED, INTERCONNECTED AND INSTALLED IN THE FOLLOWING LOCATIONS:
-EACH SLEEPING AREA
-OUTSIDE EACH SEPERATE SLEEPING AREA IN THE VICINITY OF THE BEDROOMS
-ON EACH ADDITIONAL STORY INCLUDING BASEMENT AND HABITABLE ATTICS
-NOT LESS THAN 3' HORIZONTALLY FROM A BATHROOM DOOR CONTAINING A SHOWER OR A BATHTUB

A GARAGE CEILING WITH HABITABLE SPACE ABOVE MUST BE PROTECTED WITH 5/8" TYPE X GYPSUM

COMMON WALL BETWEEN HOUSE AND GARAGE MUST HAVE NO LESS THAN 1/2" GYPSUM ON THE GARAGE SIDE

OPENINGS BETWEEN THE RESIDENCE AND GARAGE SHALL BE PROTECTED WITH A 20 MIN. FIRE RATE DOOR EQUIPPED WITH A SELF-CLOSING DEVICE.

GARAGE SLAB MUST BE AN APPROVED NON-COMBUSTIBLE MATERIAL AND BE SLOPED TO FACILITATE THE MOVEMENT OF LIQUIDS TO A FLOOR DRAIN OR THE MAIN VEHICLE ENTRY DOOR

MAX SILL HEIGHT FOR EGRESS WINDOWS IS 44"

FOR EGRESS, TEMPERED GLASS, SASH LIMITER OR WOOD (WINDOW OPENING CONTROL DEVICE) PLEASE REFER TO 2015 IRC

REFER TO IRC TABLE R602.3(1) FOR FASTENING SCHEDULE

REFER TO IRC R602.7(2) FOR INTERIOR GIRDER SPANS

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22 LOCATIONS ACROSS MAINE & NEW HAMPSHIRE
AUBURN · BANGOR · BAR HARBOR · BELFAST · BELGRADE
BLUE HILL · BOOTHBAY HARBOR · BRUNSWICK · BUCKSPORT
CALAIS · CAMDEN · CHERRYFIELD · DAMARISCOTTA · ELLSWORTH
FAIRFIELD · FARMINGTON · GREENVILLE · MACHIAS · PORTLAND
ROCHESTER (NH) · ROCKLAND · SKOWHEGAN
WWW.HAMMONDLUMBER.COM

Hammond Lumber Company

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ACH		
GB232145		
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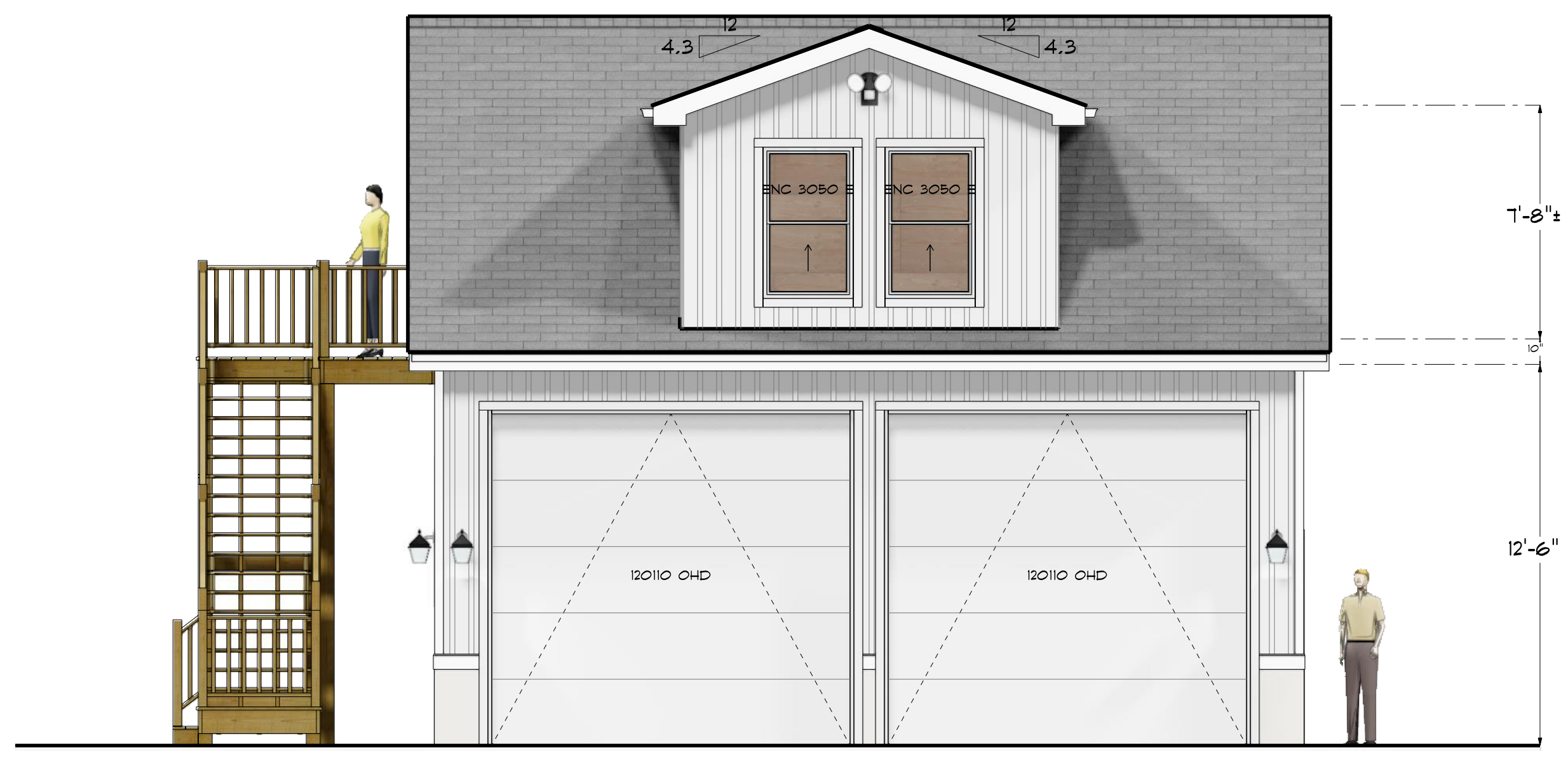
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REV: 01/08/24	REV: 01/08/24
NO	NO
BY	BY
CHK	CHK
APP	APP
SCALE = AS NOTED	
MILL ST. GARAGE	MONDAY, JANUARY 8, 2024
24 x 28 GARAGE	
CITY OF AUBURN	

R&K PROPERTIES LLC

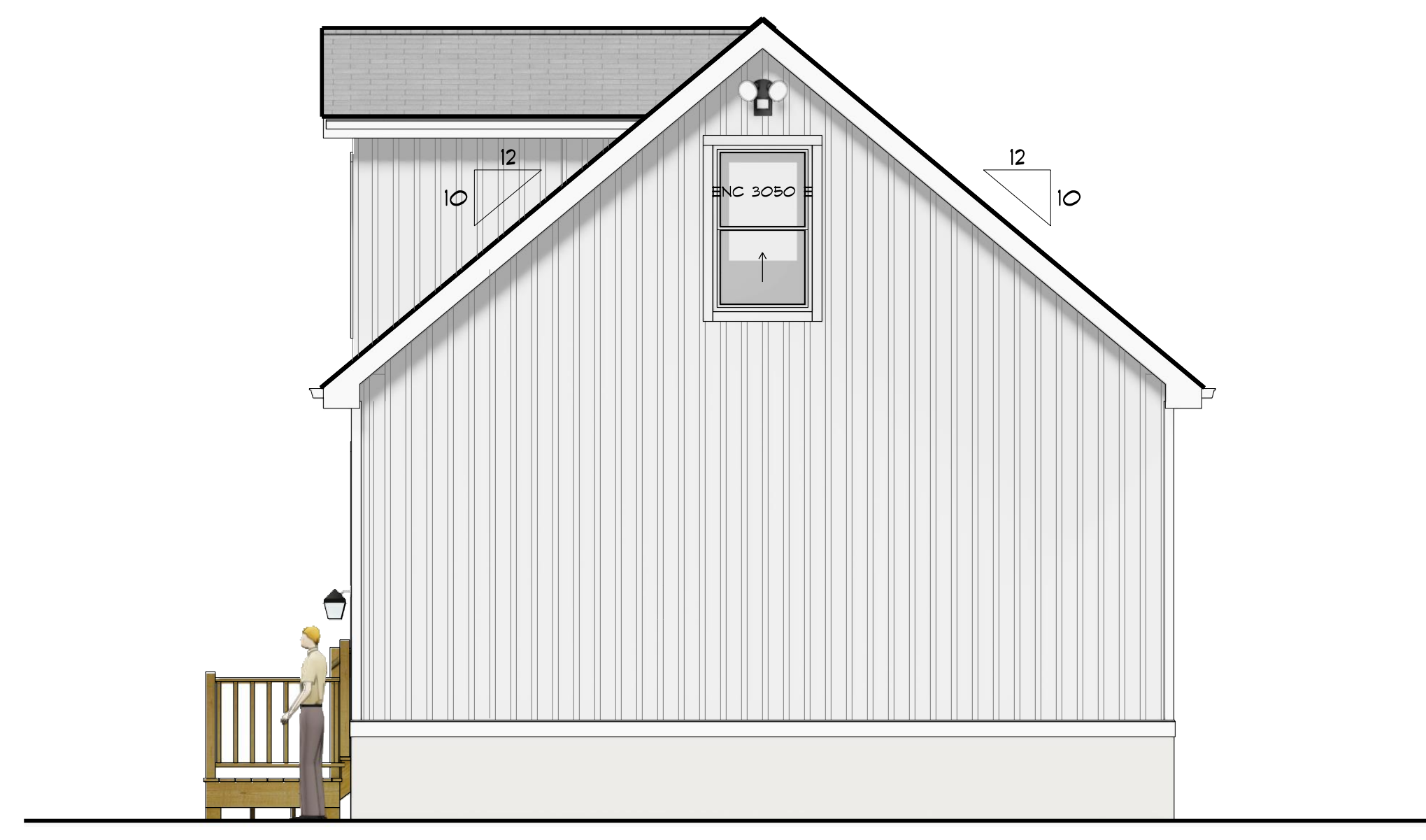
HOME PLANNING CENTER

A Division of Hammond Lumber Company

**PRELIMINARY DRAWING
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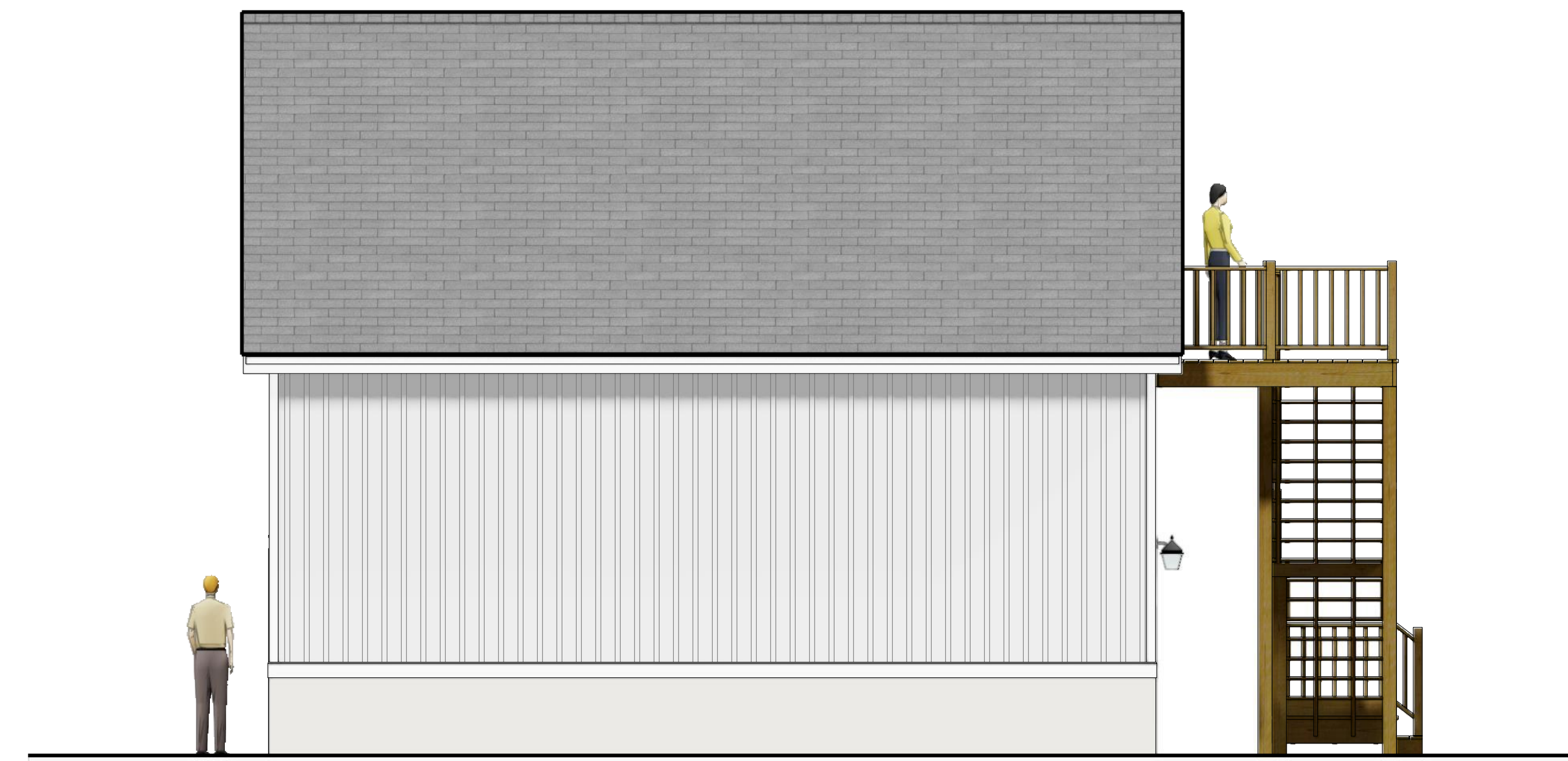
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



LEFT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"

22 LOCATIONS ACROSS MAINE & NEW HAMPSHIRE
 AUBURN · BANGOR · BAR HARBOR · BELFAST · BELGRADE
 BLUE HILL · BOOTHBAY HARBOR · BRUNSWICK · BUCKSPORT
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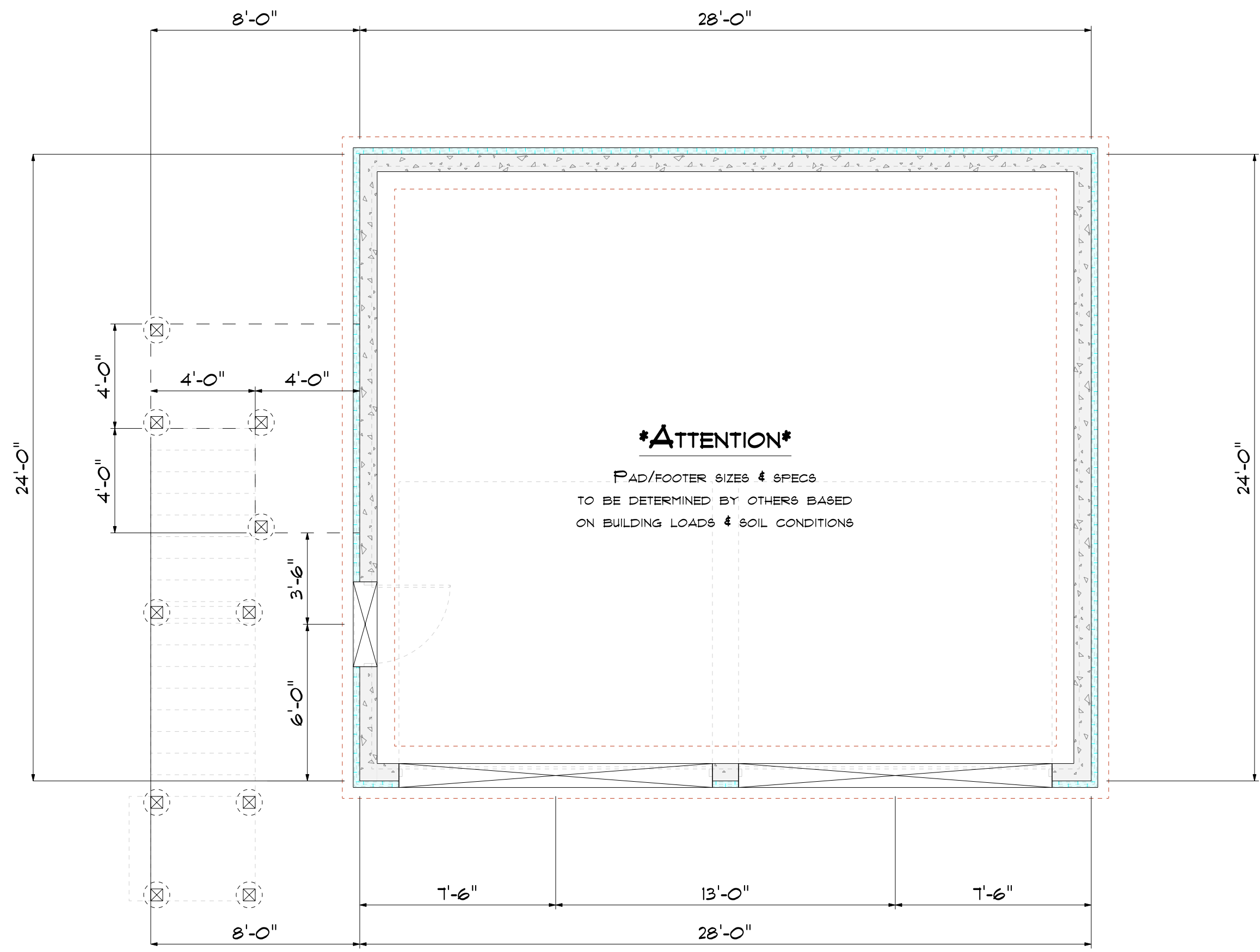
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MTRK	ACH	2	AUB	3
	SEC			

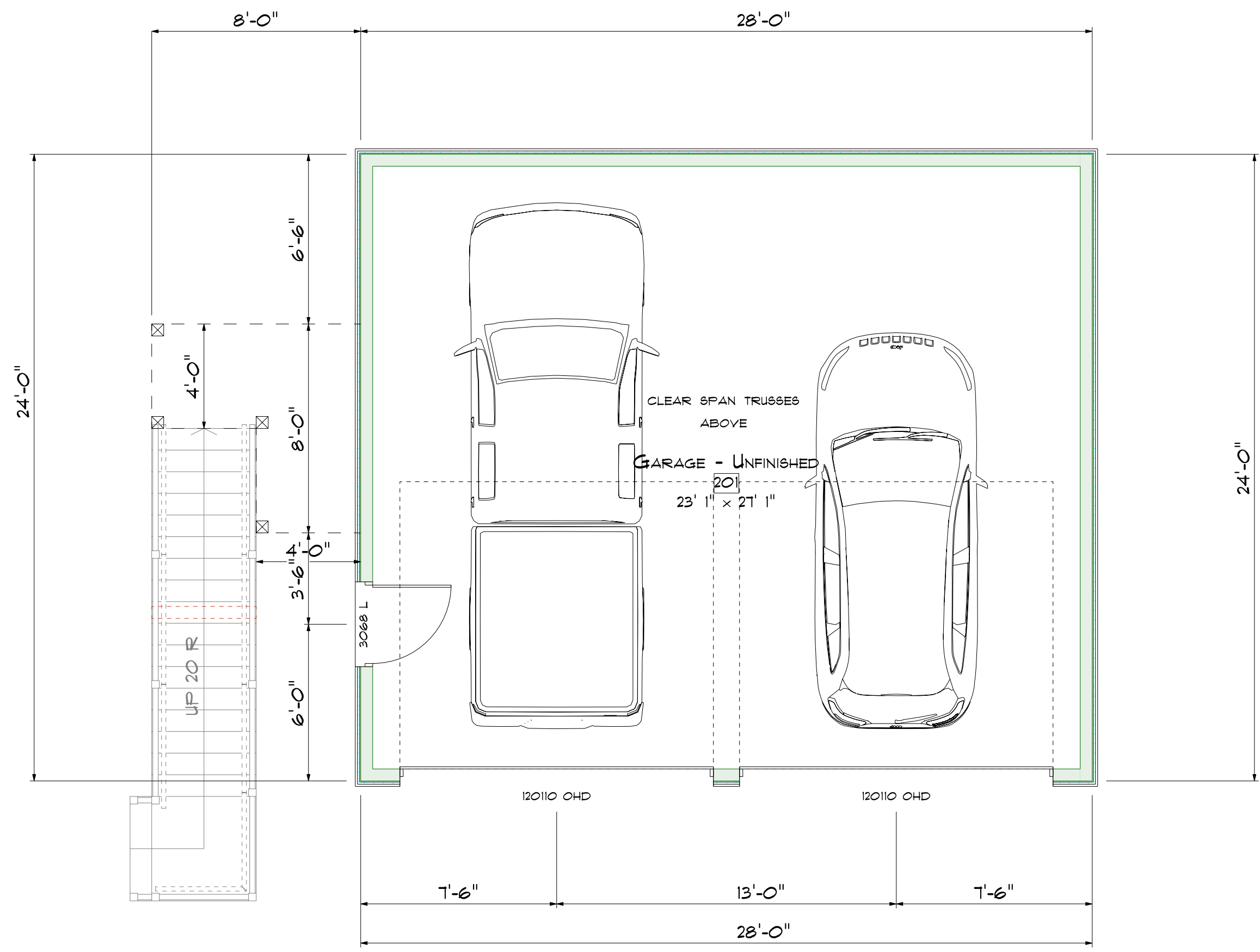
R&K PROPERTIES LLC	
MILL ST. GARAGE	MONDAY, JANUARY 8, 2024
24 x 28 GARAGE	
CITY OF AUBURN	SCALE = AS NOTED

**HOME
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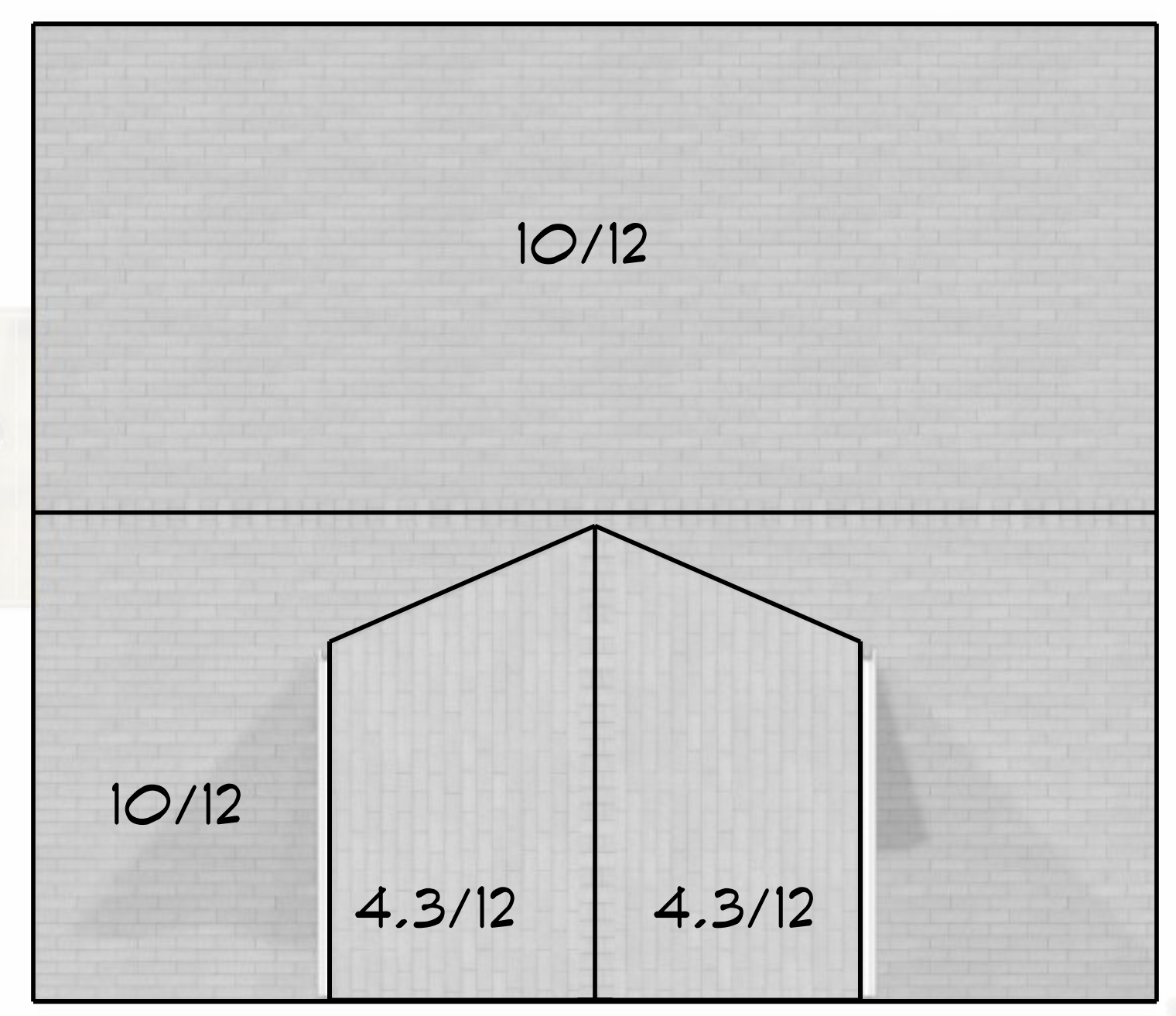
**PRELIMINARY DRAWING
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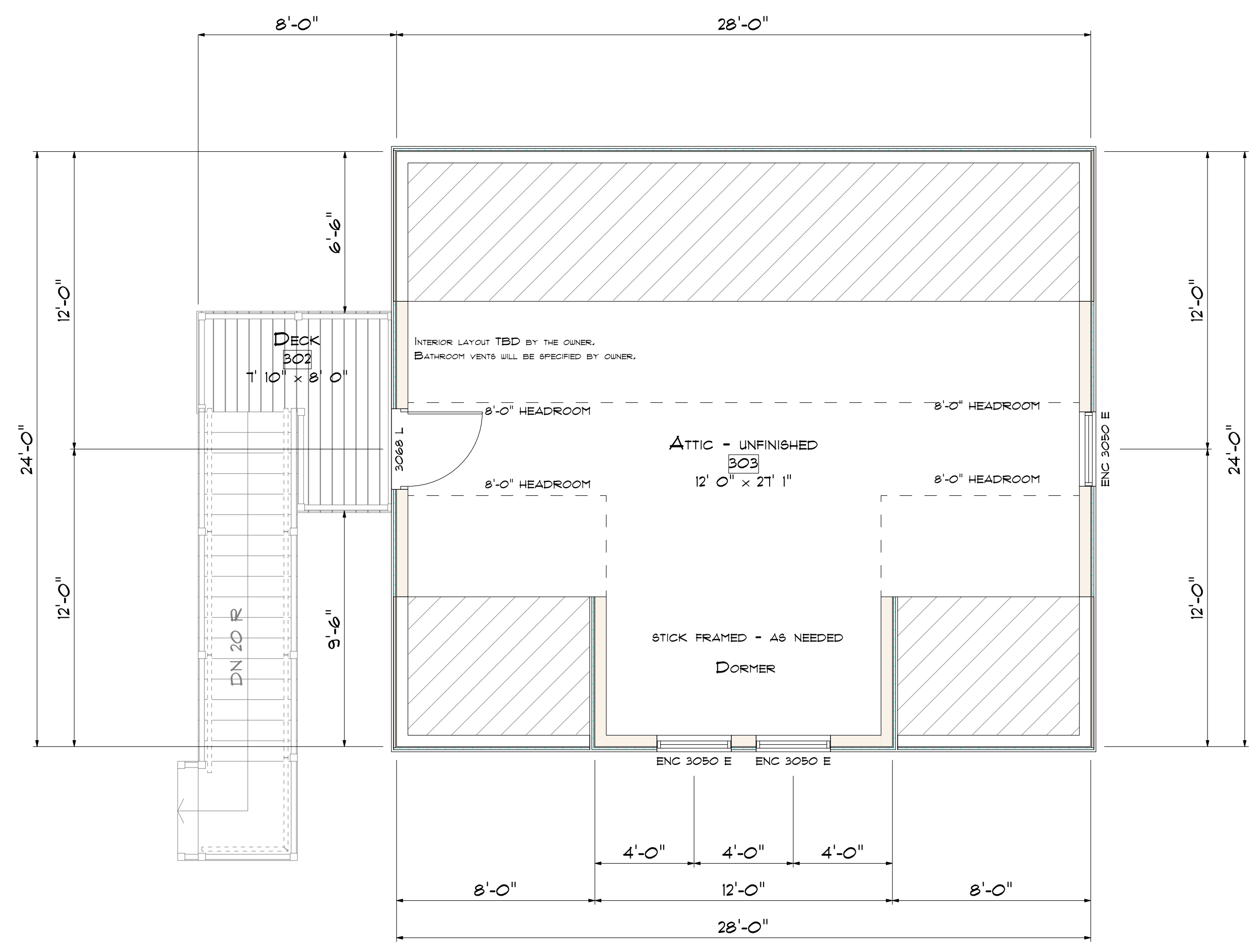
FROST WALLS
SCALE: 1/4" = 1'-0"



1ST FLOOR
SCALE: 1/4" = 1'-0"



ROOF VIEW
SCALE: 1/4" = 1'-0"



2ND FLOOR
SCALE: 1/4" = 1'-0"

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MR	SEC	AUB
ACH		
GB232145		
	3	3

Project: Mill St. Garage	Date: 12/08/23
Author: R&K Properties LLC	Rev: 01/08/2024
Checked: [Signature]	Rev: [Signature]
Approved: [Signature]	Rev: [Signature]
Scale: As Noted	

R&K PROPERTIES LLC
MILL ST. GARAGE MONDAY, JANUARY 8, 2024
24 x 28 GARAGE
CITY OF AUBURN
SCALE = AS NOTED

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