



City of Auburn, Maine

Facilities & Energy

Derek Boulanger, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

February 23, 2024

Dear Bidder:

The City of Auburn is accepting written proposals for an **Ice Rink Floor System and Dasher Board Replacement Project at Norway Savings Bank Arena (NSBA)**. 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 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.

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark **sealed** envelopes plainly: "**BID# 2024-033 Ice Rink #2.**"

Please respond to Amanda Denning, Purchasing Analyst, via email adenning@auburnmaine.gov with your intent to submit a proposal. Site visits can be scheduled as needed through this same email.

Questions regarding this Request for Proposals should be submitted in writing to Amanda Denning, Purchasing Analyst, at adenning@auburnmaine.gov, via email by **4:00PM, March 4, 2024**. All questions and answers will be posted to the City website in the form of an addendum by **4:00PM, March 7, 2024**. <https://www.auburnmaine.gov/Pages/Government/Bid-Notices>

Please submit your proposal to the City of Auburn by **2:00 p.m. Thursday, March 14, 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 of 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 "**Bid #2024-033 Ice Rink #2**" 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. Bidder will clearly outline all options that are included in the bid price.

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. Bonds, Retainage and Payments

Payment and performance bonds will be required from the contractor who is awarded this contract. Retainage in the amount of 10% will be held from each progress payment and shall be released at the discretion of the Project Manager. Payments shall be made by the City to the Contractor 30 days after receipt of the request for payment.

6. Permits and Fees

The selected Contractor is required to obtain all necessary permits through the City's Planning and Permitting Department. The City will waive the associated fees.

PROJECT OVERVIEW

The City seeks the services of a qualified Ice Rink design/build contractor to remove and demo the existing ice rink, sand floor, and in floor ice rink equipment at Rink #2 in the Norway Savings Bank Arena, located at 985 Turner St. Auburn, Maine. Following removal, the selected ice rink company will install a turnkey concrete ice rink floor system. New dasher boards and spectator netting will be purchased and installed as part of this project. Preferred timeline for this project is May 2024 – August 2024.

SCOPE OF WORK

Removal of existing sand floor and ice rink floor system. Installation of concrete ice rink floor. Supply and install new dasher board system to include spectator netting.

****Selected Contractor will have direct access to the project site for vehicles, equipment, and materials though an existing 16' X 14' overhead door.***

SPECIFICATIONS

SAND FLOOR REMOVAL AND DEMO

- The rink floor system shall be drained, and the fluid stored onsite for reuse in the new floor system and subfloor system.
- Remove and dispose of the existing floor piping, rink header and chair system.
- Remove existing insulation under the rink floor.
- Remove and dispose of the existing subfloor piping.
- Excavate the existing sub-grade an additional 8" and transport the excavated granular fill to the outside of the building. Excavated granular fill can be reused to cover the new subfloor system if appropriate.

85' X 200' CONCRETE RINK FLOOR SYSTEM

- Mains - The refrigeration mains and subfloor mains between the equipment room and the refrigerated floor will be reconnected.
- Sub-Floor Heating System - The sub-floor heating system to be constructed of 1" O.D. high density polyethylene (HDPE) tubing placed on 18" centers throughout the rink floor. The manifold system will be constructed of 3" SDR 11 fusion pipe and fittings. The HDPE is connected to the manifold with ¾" SDR 11 fusion fittings.
- Fine Grading - This section consists of placing 6" of the exiting granular material on top of the sub-floor heating system after it has been tested and grading the fill to plus or minus ¼" throughout the rink area.
- Rink Floor Insulation - This section consists of furnishing and installing two layers of 1½" thick 25 psi extruded insulation on top of the fine grade, including cutting and fitting the insulation to conform to the profiles of the rink and the header trench.

- Vapor Barrier - This section consists of furnishing and installing a 6 mil. vapor barrier on top of the rink floor insulation including overlap of vapor barrier material.
- Reinforcing Steel - This section consists of furnishing and installing 22,500 lbs. of #4, grade 60 reinforcing steel on top of the reinforcing steel supports. The steel is to be installed on 12" centers the 86' direction of the rink floor and 12" centers the 201' direction of the rink floor.
- Rink Floor System - Refrigerated floor manifolds shall be constructed of 8" SDR 11 fusion pipe. Header trench is currently at hash marks on the ice plant of the ice-skating surface. The rink floor tubing is 1" SDR 11 pipe placed on 3.5" centers. The return bends are 180° fusion fittings connected to the rink floor tubing at each end of the rink. Tubing spacers shall be constructed of 3/16" wire with a 3" wide foot plated for stability.
- Mesh - This section consists of furnishing and installing a 6" x 6", 10-gauge wire mesh on top of the rink floor tubing.
- Rink Floor Concrete - This section includes providing a complete design mix, concrete testing, furnishing, and placing the concrete, proper finishing, and visqueen cure of the concrete. The concrete will be placed with a concrete pump. The concrete design will include a water reducing agent, air entrainment, and super plasticizer for the placement.
- Expansion Joint - This section consists of all the materials that make up the expansion joint which separates the refrigerated ice rink concrete from the outer perimeter concrete.
- Glycol- Remove glycol from the existing system prior to demolition. Store onsite, test glycol content for property conformance, add as required, and reintroduce into new system.

DASHERBOARDS

- Frame
 - Panels Preferred shall be aluminum with a mill finish.
 - Panels shall be 42" high x 6" wide and typical 8 ft in length.
- Anchors
 - Anchors placed into refrigerated floor prior to concrete pour.
 - A representative must be present during the rink slab pour to ensure the integrity of the anchors.
- Gates
 - 4 – 30" player gates along the player boxes.
 - 2 – 30" penalty box gates with ice side push release buttons.
 - 4 – 30"/36" access gates for off-ice access with push release buttons.
 - 2 – 36" access gates with ice side push release buttons.
 - 2 – 120" machine gates. 1 corner gate and 1 straight.
- Board Cladding
 - .500" thick white high-density polyethylene (HDPE) board facing.
 - .500" thick x 8" high, yellow HDPE kick plate, top edge routed to 3/8" radius.
 - .750" thick HDPE cap rail, front and back routed to 3/8" radius.
 - The color for cap rail is TBD.
- Shielding and Supports

- 6' high x 5/8" (15mm) thick supported tempered glass for the ends and radii.
- 6' high x 1/2" (12mm) thick supported tempered for the sides of the rink, including in front and between the penalty and timekeeper boxes.
- Shield supports to extend to 1" from the top of the glass.
- No glass included for the fronts of the player boxes.
- Glass in front of timekeeper boxes to have 3 1/2" diameter speak hole.
- Safety pads for termination points at player boxes.
- Players, Penalty, and Timekeeper Boxes
 - Player boxes are to be approx. 30' long x 5' deep with side and back walls.
 - Penalty boxes are to be approx. 8' long x 5' deep with side and back walls.
 - Timekeeper's box to be approx. 8' long x 5' deep with back and half side walls.
 - Water bottle shelves to be included for the front of the player and penalty boxes.
 - Timekeeper table provided.
- Players, Penalty And Timekeeper's Box - Floors
 - Raised wooden platforms installed throughout all boxes.
 - Raised coach's walkways included for player boxes.
 - 3/4" treated plywood installed on top of raised aluminum platforms.
 - 3/8" black rubber flooring loose laid on top of platforms and walkways.
- Players And Penalty Benches
 - Benches are 9 1/2" wide x 1 1/2" thick black plastic lumber fastened to steel support posts.
 - Player box benches are to be approx. 24 ft long.
 - Penalty box benches are to be approx. 8 ft long.
- Spectator Netting
 - 12' high white or black nylon boundary netting installed around the ends, radii of the rink.
 - Netting to be attached to a steel conduit header suspended from the ceiling beams using aircraft cable and beam clamps.

PRICE PROPOSAL FORM

Respondents may submit a proposal on the ice rink floor replacement project and/or the dasher board purchase and installation project. The City reserves the right to award the two contracts independently based on qualifications, cost, quality, and availability.

86' x 200' Concrete Floor System	Cost
Mobilization	
Mains	
Sub-Floor Heating System	
Fine Grading	
Rink Floor Insulation	
Vapor Barrier	
Reinforcing Steel	
Rink Floor System	
Mesh	
Rink Floor Concrete	
Expansion Joint	
Glycol	
<i>Ice Rink Floor Total</i>	
Dasher boards	Cost
Mobilization	
Frame	
Anchors	
Gates	
Board Cladding	
Shielding & supports	
Players, penalty, and timekeeper's boxes	
Players, penalty, and timekeeper's box floor	
Players & penalty benches	
Spectator netting	
<i>Dasher Boards Total</i>	
Additional Notes & Fees	Cost (if applicable)
Warranty	
Sales Tax	Exempt
Engineered Drawings	
Performance & Payment Bond	
<i>Additional Fees Total</i>	

Ice Rink Floor Total	
Dasher Boards Total	
Additional Fees Total	
Grand Total:	

Proposal Format

1. Design/ Build Team Qualifications
 - a. Describe the qualifications and experience of the designers and constructors to provide the services required by this RFP. Include details of completed Design/Build projects. Description of other similar projects.
 - b. Describe the qualifications and experience of subconsultants and subcontractors proposed. Provide a list with the name, address, phone number, contact person, and a brief description of the entity's organizational capacity and qualifications.
 - c. Provide a list of all current litigation in which the Design/Build Team or its members are named, and a list of all closed cases that have closed within the past five years in which the Design/Build Team or its members paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.
 - d. Provide documentation of all applicable licensure or certification or any specific credentials required to provide the project being proposed.
 - e. Provide a letter from a surety evidencing the ability to provide Payment and Performance Bonds for the proposed project.
2. Project Schedule which shows a realistic sequence of milestones, with interim and final dates proposed.
3. Price Proposal Form
4. Proposed Payment Terms
5. Bid Proposal Form
6. Provide a minimum of three (3) references from previous clients who have had comparable projects completed.

Schedule

The City of Auburn anticipates the following schedule, which is subject to change at it's sole discretion:

- a. RFP released: February 23, 2024
- b. Written questions due: March 4, 2024
- c. Response to written questions provided: March 7, 2024
- d. Proposals Due: March 14, 2024
- e. Notice of Award to contractor(s): By March 21, 2024
- f. Project Start Date: May 2024
- g. Substantial Completion Date: August 2024

BID PROPOSAL FORM

Due: Thursday, March 14, 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 _____

Addendum Acknowledged:

_____ Date: _____ Initials: _____

_____ Date: _____ Initials: _____

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.

(i) 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: _____
Witness

BY: _____
Finance Director

BY: _____
Witness

BY: _____
Contractor