



## City of Auburn, Maine

Recreation & Sports Tourism

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 60 Court Street

Auburn, Maine 04210

207.333.6601

June 21, 2021

Dear Bidder:

The City of Auburn is accepting written proposals for the Recreation & Sports Tourism Department's **2021 Futsal Court Project**. 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 proposal 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: "**2021 Futsal Court Reconstruction Project – Bid #2022-004**".

Bid packages will be available beginning on Monday, June 21, 2021. Documents can be obtained from the City of Auburn's website: [www.auburnmaine.gov/business/bid-notice](http://www.auburnmaine.gov/business/bid-notice). Questions regarding this Request for Bids should be directed to Kris Bennett, P.E., Assistant City Engineer, at (207) 333-6601, ext. 1134. **Submit questions by 4:30pm Thursday July 1<sup>st</sup>, 2021.** Bidders must register via email with the Engineer, Kris Bennett at [kbennett@auburnmaine.gov](mailto:kbennett@auburnmaine.gov) with the subject line "2021 Futsal Court Project" to be included on the Bidder's list, receive invite to the bid opening and be notified of any addenda.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, July 8th, 2021.** Proposals must be delivered to **Derek Boulanger, Facilities Manager/Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above. Proposals will be opened at 2:00 p.m. on that date in the Community Room (206), Auburn City Hall.

Sincerely,

Derek Boulanger  
Facilities Manager/Purchasing Agent

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## CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form 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. No contract may be assigned without the written consent of the Purchasing Director or his designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.

10. Please state "2021 Futsal Court Project – Bid # 2022-004", on submitted, sealed envelope.
11. 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.
12. All work must be completed from 7:00AM to 7:00PM. **The completion date for this project is September 1st, 2021.** Liquidated damages of \$500/calendar day will be assessed on uncompleted work.

## **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 of 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 in the amount of 100% may 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 Building Project Manager. Payments shall be made by the City to the Contractor 30 days after receipt of the request for payment.

# BID PROPOSAL FORM

Due: Thursday, July 8th, 2021

To: City of Auburn  
Derek Boulanger, Facilities Manager/Purchasing Agent  
60 Court Street  
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid 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 bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature \_\_\_\_\_ Name (print) \_\_\_\_\_

Title \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_

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 FORM

MDOT ITEM	DESCRIPTION	UNIT	QNTY	UNIT COST	TOTAL COST
202.201	Sawcut Pavement	LF	80		
203.20	Common Excavation	CY	600		
304.09	Aggregate Base Course – Type A	TON	650		
403.208	Hot Mix Asphalt, 12.5mm – Surface	TON	130		
403.213	Hot Mix Asphalt, 12.5mm – Base	TON	170		
409.15	Bituminous Tack Coat. Applied	GAL	65		
615.08	Loam & Seed	SY	700		
620.54	Stabilization/Reinforcement Geotextile	SY	1,350		
659.10	Mobilization	LS	1		
TOTAL AMOUNT OF BID WRITTEN AND IN NUMBERS BASED ON ESTIMATE OF QUANTITIES					
(Written)					

Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel. # \_\_\_\_\_

Date: \_\_\_\_\_

Addendum Acknowledged:

# \_\_\_\_\_ Date \_\_\_\_\_

# \_\_\_\_\_ Date \_\_\_\_\_

## **SCOPE OF WORK**

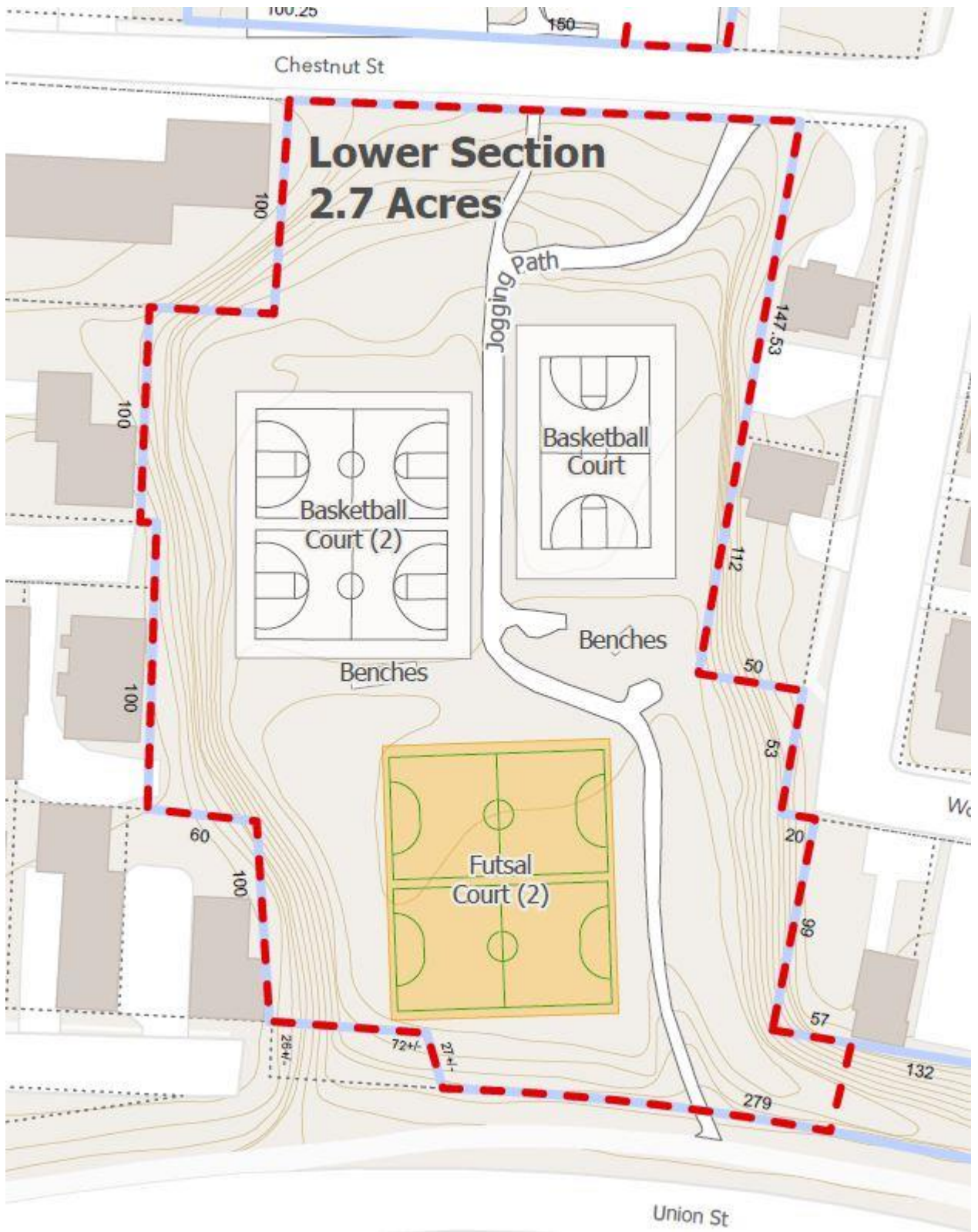
The following scope of work is being proposed for the 2021 Futsal Court Project for the City of Auburn. The scope of work is a brief overview of the expected extent of work on the two locations included in this contract. This is only a proposed scope with associated estimated quantities. Items and extent may be added or deleted as work progresses or to meet the available funding for this work. See following page for project area.

Futsal Court Pad (approximately 106'x114')

- Box cut boundary of futsal court pad to an elevation allowing a build up of 12" A Gravel, 2" 12.5mm HMA, and 1" 9.5mm HMA Surface.
- Install geotextile fabric at bottom of box cut before placing gravel.
- Access to the site can be made from Chestnut Street along the jogging path
  - 1" 9.5mm HMA overlay is proposed for the jogging path if damaged from material transportation. This quantity is included in 9.5mm item.
  - Overlay area will be determined in the field and start/termination locations shall be sawcut for matching existing pavement. Pavement removal at these two locations are paid under Common Excavation.
- Loam and seed disturbed areas and as directed.

\*Existing playground equipment will be removed by others prior to construction.





## **SPECIAL PROVISIONS**

The following Supplemental Specifications and Special Provisions shall amend the "Maine, Department of Transportation Standard Specifications, **March 2020 Edition**" including any and all applicable revisions and special provisions. In case of conflicts, these Supplemental Specifications (1) and Special Provisions (2) shall take precedence and shall govern.

(1) Supplemental Specifications - modifications, additions and deletions to the existing Standard Specifications.

(2) Special Provisions - specifications in the contract which are for additional items not covered in the Standard Specifications

### F-1 Work Hours

No work shall proceed on this project prior to the hour of 7:00 AM or after 7:00 PM (prevailing time) on any working day unless the City has granted prior approval. The definition of work for this specification shall include starting or moving of equipment, machinery, or materials. Any day worked for four hours or more will be considered a full working day.

### F-2 Protection of Trees

The Contractor shall be responsible for the preservation of all trees on the project, which are not to be removed. Any trees damaged by the Contractor's operations shall be repaired as approved by tree dressing or paint in accordance with the appropriate provisions of Section 201 of Standard Specifications.

### F-3 Maintenance and Protection of Traffic

The Contractor shall be responsible for the maintenance and protection of all vehicular and pedestrian traffic at all times during construction and shall erect suitable warning signs, flashing barriers or temporary lighting devices of sufficient size and number to afford protection to the traveling public in accordance with the most recent edition of "Manual on Uniform Traffic Control Devices for Streets Highways" published by the Department of Transportation of the Federal Highway Administration.

The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes. Traffic control shall be in accordance with the City of Auburn's Traffic Detail Policy effective April 1, 2006.

#### F-4 Materials

Materials shall meet the requirements specified for the various subsections of the Specifications. Equals shall be approved only prior to the bid opening.

#### F-5 Survey

The City of Auburn, Department of Public Services will establish, at their discretion, a benchmark location and one construction baseline. The Contractor shall be responsible for maintaining these controls during construction and providing all additional survey required, which shall be done by a competent Engineer or Surveyor.

#### F-6 Waste Areas

The disposal of waste and surplus material and slash from tree cutting shall be as outlined in Section 203.06 - Waste Areas of the Supplemental Specifications.

#### F-7 Occupational Safety and Health

The Contractor is hereby advised that all work to be furnished to the City shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act requirements of the State of Maine and with the regulations for construction as specified by the Department of Labor and Occupational Safety and Health Administration (OSHA) as currently amended.

#### F-8 Pre-Construction Conference

A conference will be held at 60 Court Street, Auburn, Maine within ten (10) days after the awarding of the contract. At this time, the contractor will be required to submit a graphically illustrated schedule and a plan showing project activities. City officials and representatives of the various utility companies involved in the project will be present at this meeting.

It is the purpose of this meeting to inform the various agencies of the proposed work schedule, and to give them the opportunity of discussing any difficulties and of offering suggestions to the Contractor concerning his proposed schedule in order that full cooperation may be reached.

#### F-9 Schedule of Operations

The above-mentioned schedule of operations in Section F-9 shall consist of a bar chart detailing the activities included in the contract. Although a bar chart is acceptable as a minimum, more complex and detailed schedules (i.e., flow charts, critical paths, etc.) are encouraged and will be accepted by the City. Updates will be required. The Recreation & Sports Tourism Department shall be notified daily of proposed work activities to accommodate the emergency nature of the site.

#### F-10 Traffic Officers

Traffic control shall be the responsibility of the Contractor and as directed. Traffic control officers will be employed by the contractor. City of Auburn police officers may be required in certain traffic situations but not anticipated in this contract and will be paid for by the City if required.

#### F-11 Limitation of Operations

The Contractor shall conduct the work at all times in such a manner and in such sequence as will assure the least interference with traffic. The Contractor shall not open up work to the prejudice or detriment of work already started. The Engineer may require the Contractor to finish a section on which work is in progress before work is started on any additional sections, if finishing such section is essential to public convenience.

Waste and surplus material shall not be stockpiled, but shall be disposed of in areas as designated in Section 203.06, Waste Areas, of the Supplemental Specifications.

#### F-12 Questions Regarding Plans and Documents

Questions from prospective bidders relative to this Contract shall be submitted no later than one week before bid opening and directed to:

Kris Bennett P.E.  
Assistant City Engineer  
Engineering Department  
Tel. 333-6601 ext. 1134

#### F-13 Record Drawings

The Contractor shall keep daily records of all changes in the work and records of underground infrastructure. Upon completion of the project, the Contractor shall deliver to the Engineer copies of daily records. Final payment will not be made until Engineer receives copies of daily records.

#### F-14 Waste Material

All waste material shall be removed from the site and the area left clean upon completion of work. Any equipment or structures damaged by the Contractor shall be repaired or replaced at no additional cost to the City.

#### F-15 Quality Assurance

The Contractor shall be responsible at all times for maintaining top quality assurance during performance of his work.

#### F-16 Bids

No bids shall be withdrawn within a period of sixty -(60)- days after the opening of the bids.

#### F-17 Aggregate Base and Subbase Courses

All gravel products shall meet MDOT specifications and shall also be produced from quarry rock.

#### F-18 Sawcut Joints

Joints created by sawcutting shall be protected prior to paving. Damaged joints will be cut back at no additional cost to the City.

# **SUPPLEMENTAL SPECIFICATIONS**

## **SECTION 100 - GENERAL PROVISIONS**

### 1. SCOPE

The work covered by this section includes furnishing all labor, equipment, materials, incidentals, and the performing of all operations in connection with the work encompassed by these contract documents. All work shall be subject to the terms and conditions of the contract documents.

### 2. STANDARD SPECIFICATIONS

The City of Auburn, Maine has adopted for this project, the "State of Maine, Department of Transportation, Standard Specifications, **March 2020 Edition**", and the Standard Details and the following Supplemental Specifications including all current additions or modifications thereof. In the case of conflict with the following Supplemental Specifications, addenda shall take precedence and shall govern.

Wherever in the Specifications and in this Contract the term "Department", "the Department of Transportation", "MDOT", or any reference to the "State of Maine, Department of Transportation" or its "Engineers" is mentioned, the intent and meaning shall be interpreted to refer to the CITY OF AUBURN, MAINE, or their authorized representative.

**SUPPLEMENTAL SPECIFICATIONS  
SECTION 202 - REMOVING OF STRUCTURES &  
OBSTRUCTIONS**

The provisions of Section 202 of the Standard Specifications shall apply with the following additions and modifications:

202.01 Description

The sawcut item will be used for cutting the match line in the jogging trail at walking intersections and beginning and ending of overlay area.

202.08 Basis of Payment

The accepted quantity of sawcutting will be paid for at the contract unit price per linear foot which price will be full compensation for cutting, cleaning, and protecting joints prior to paving.

Pay Item		Pay Unit
202.201	Sawcut Pavement	Linear Foot

## **SUPPLEMENTAL SPECIFICATIONS SECTION 203 – COMMON EXCAVATION**

The provisions of Section 203 of the Standard Specifications shall apply with the following additions and modifications:

### 203.01 Description

Common Excavation item shall be used for box cutting the court area and removal of pavement for matches.

### 203.19 Basis of Payment

The accepted quantity of common excavation will be paid for at the contract unit price per cubic yard which price will be full compensation for removing and hauling the material.

Pay Item		Pay Unit
203.20	Common Excavation	Cubic Yard



# SUPPLEMENTAL SPECIFICATIONS

## SECTION 304 – AGGREGATE BASE AND SUBBASE COURSE

The provisions of Section 304 of the Standard Specifications shall apply with the following additions and modifications.

### 304.01 Description

Aggregate Base Course Type A material **shall** be crushed products sourced from a quarry and meet 703.06 specifications.

**Dust Control.** The Contractor shall employ dust control measures to minimize the creation of airborne dust during the construction process. As a minimum, standard dust control techniques shall be employed where heavy equipment will be traveling. These may include techniques such as watering-down the site or spreading hygroscopic salts.

### 304.07 Basis of Payment

The accepted quantities of base course materials will be paid for at the respective contract unit price per ton. Dust control is considered incidental to the applicable pay items.

Pay Item		Pay Unit
304.14	Aggregate Base Course - Type A	Ton

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 403 - HOT BITUMINOUS PAVEMENT**

The provisions of Section 403 of the Standard Specifications shall apply with the following additions and modifications.

#### 403.01 Description

This work shall include placing HMA as indicated in the Scope of Work. Materials and their use shall conform to the requirements of all related and applicable sections of this contract. A mix design for the HMA shall be submitted to the City prior to placement. The most recently revised special provision Section 108 using the New England Selling Price shall apply to this contract.

#### 403.05 Basis of Payment

The accepted quantities of hot mix asphalt pavement will be paid for at the contract unit price per ton for the mixtures, including hot mix asphalt material complete in place.

Pay Item		Pay Unit
403.210	Hot Mix Asphalt, 9.5mm Surface	Ton
403.213	Hot Mix Asphalt, 12.5mm Base	Ton

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 409 - BITUMINOUS TACK COAT**

The provisions of Section 409 of the Standard Specifications shall apply with the following additions and modifications.

#### 409.07 Application of Bituminous Material

The rate of application shall be 0.02 to 0.2 gallons per square yard as directed. During application, care shall be taken to assure areas outside of the work area shall not be discolored. Tack coat shall be required between all layers of Hot Mix Asphalt.

#### 409.09 Basis of Payment

The accepted quantity of bituminous tack coat will be paid for at the contract unit price per gallon for the designated type of material complete in place.

Pay Item	Pay Unit
409.15 Bituminous Tack Coat. Applied	Gallon

## **SUPPLEMENTAL SPECIFICATIONS**

### **SECTION 615 - LOAM**

The provisions of Section 615 of the Standard Specifications shall apply with the following additions and modifications.

#### 615.01 Description

This work shall consist of loaming and seeding areas adjacent to existing lawn areas along Highland Avenue. Loam and its applications shall conform to the requirements of Section 615 of the Standard Specifications. Loam shall have a finished depth of four (6") inches and shall be screened through a one (1") inch square mesh screen. **Loam areas shall be rolled (compacted) prior to placement of seed and mulch.**

Seeding shall be Method Number 1 and shall conform to the requirements of Section 618 of the Standard Specifications. **The Contractor shall be required to continually seed area of loam and seed until a satisfactory growth of grass is established.** If so required, all areas to be loamed and seeded shall be mulched with an approved wood cellulose fiber compatible with recommended hydro-seeding practices. This mulch shall be applied simultaneously with the seed and shall be of sufficient quantity to protect the seed and hold moisture in to insure a satisfactory growth of grass.

The specifications for the wood cellulose fiber proposed to be used shall be presented to the Engineer for acceptance at least ten (10) days (working days) prior to the application thereof.

The Contractor shall also be responsible for mowing any and all areas loamed and seeded. The mowings will be required if deemed necessary to insure and maintain a satisfactory growth of grass and shall not exceed two mowings.

#### 615.02 Materials

After a sample of loam has been submitted to the Engineer, he may require that a sample be submitted to a testing agency to determine its organic content, characteristics, and potential use as loam suited to the site. Loam shall meet the required 5 percent minimum organic content prior to placement.

#### 615.06 Basis of Payment

The accepted quantity of loam and seed will be paid for at the contract unit price per square yard. This price shall include the cost of excavation and all labor, materials, and equipment necessary to satisfactorily complete the work. All costs for watering, furnishing labor and equipment for mowing will not be paid for separately, but shall be considered as incidental to this pay item.

Pay Item		Pay Unit
615.08	Loam and Seed	Square Yard

**SUPPLEMENTAL SPECIFICATIONS**  
**SECTION 620 - GEOTEXTILES**

The provisions of Section 620 of the Standard Specifications shall apply with the following additions and modifications.

620.01 Description

Geotextile fabric to be used on this project for stabilization shall be Mirafi HP270. Approved equals will **not** be allowed. A minimum of one foot (1') overlap will be required. The geotextile fabric shall be placed on the graded and compacted existing material. Gravel shall be placed and care shall be taken as to not disturb the fabric layer.

620.10 Basis of payment

Geotextile will be paid for at the contract unit price per square yard.

Pay Item	Pay Unit
620.54      Stabilization/Reinforcement Geotextile	Square Yard

# SUPPLEMENTAL SPECIFICATIONS

## SECTION 659 – MOBILIZATION

The provisions of Section 659 of the Standard Specifications shall apply with the following additions and modifications.

### 659.01 Description

This item shall consist of preparatory work and operations including, but not limited to those necessary to the movement of personnel, equipment, supplies and incidentals to the project site; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various items on the project site.

### 659.02 Basis of Payment

Partial payments will be made in accordance with Section 108.2.3 Mobilization of the Standard Specifications.

Pay Item	Pay Unit
659.10 Mobilization	Lump Sum

# SAMPLE 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 of the material and perform all of the work shown on the drawings and described in the specifications entitled: Bid # 2022-004 Futsal Court Project 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 \$Dollar amount or N/A (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.

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.

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.

Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's 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

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.

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.

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.

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.

#### 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.

#### 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 payment 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 as a whole 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.

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 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