



## City of Auburn, Maine

Facilities and Energy

Derek Boulanger, Director

60 Court Street | Auburn, Maine 04210

[www.auburnmaine.gov](http://www.auburnmaine.gov) | 207.333.6601

February 27, 2024

Dear Bidder,

The City of Auburn, Public Works Department along with the Auburn Water and Sewer District (AWSD) are accepting written proposals for **TRENCH PAVEMENT RESTORATION**. The City and the AWSD reserve the right to accept or reject any or all proposals in whole or in part and to waive any informality they may determine necessary. The City and the AWSD also reserve the exclusive right to accept any proposal when it is deemed by the City and the AWSD to be in their best interest. The City of Auburn and the AWSD are 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 and the AWSD 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: **TRENCH PAVEMENT RESTORATION BID #2024-030.**

Questions regarding this Request for Bids should be directed to Gary Wadsworth, Operations Manager, at (207) 333-6601 ext. 2153.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Tuesday, March 12, 2024**. Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Amanda Denning, Purchasing Analyst, 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.

Sincerely,

Amanda Denning  
Purchasing Analyst

## **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 and the AWSD. 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 and the AWSD.
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 and the AWSD are 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 his/her designee. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state **TRENCH PAVEMENT RESTORATION BID #2024-030.** on submitted, sealed envelope.
12. The City of Auburn and the AWSD reserve the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn and the AWSD.
13. The City of Auburn and the AWSD may reduce the number of units purchased pursuant to overall prices.
14. Bidder will clearly outline all options that are included in the bid price.

## **GENERAL CONDITIONS**

### **1. Equal Employment Opportunity**

The City of Auburn and the AWSD are Equal Opportunity Employers 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 and the AWSD 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 and the AWSD.

### **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. Safety**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall comply with MUTCD standards for work signs and with OSHA for employee highway safety equipment.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- All employees and others on or near the work site.
- Materials and equipment, whether in storage on or off the site, under the care, custody or control of the Contractor or any of its subcontractors.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property of their protection from damage, injury, or loss.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.

The Contractor shall promptly remedy all damages or loss to property of anyone caused in whole or in part by the Contractor, its representatives, agents, employees or subcontractors, regardless of fault.

Failure of the Contractor to remedy the damage or loss promptly shall entitle the Town, to remedy the damage or loss, and to obtain reimbursement for said costs of remedying, and to obtain all costs of collection for reimbursements including, but not limited to, attorneys' fees directly from the Contractor, or by reducing payment by the amount of damage costs caused by the Contractor.

**PROGRAM MANAGEMENT**

The Trench Pavement Restoration Contract shall be managed by the City of Auburn, Public Works Department (APW) and the Auburn Water and Sewerage District (AWSD). It is expected that informal weekly progress conversations will be held with the Contractor, and that a formal concise written progress report may be required from the Contractor on a no more frequent than bi-weekly basis.

**Schedule**

The APW and the AWSD intend to have this work performed during the road construction season, generally between May 1<sup>st</sup> and November 31<sup>st</sup> of each year.

**PROPOSAL EVALUATION CRITERIA**

The City of Auburn and the AWSD will evaluate proposals and select a contractor based on a combination of factors. The Contractor must provide the following with the proposal:

- Business Name, Contact Information, Owner(s), Short History of the Business.
- Qualifications and relevant experience of the firm.
- Qualifications and relevant experience of the firm's proposed staff.
- Minimum of three (3) client references, indicate the name of company, contact person, address, telephone number.
- Proof of Commercial Liability Insurance (listing of City as additional insured will be required)
- List of equipment to be used in performance of specified work.

**SCOPE OF WORK**

The Auburn Public Works Department (APW) and the Auburn Water and Sewer District (AWSD) intend to use contractual services to perform pavement restoration of trenches required as a result of roadway and utility repairs done by APW and AWSD crews.

The work shall include hand, and in some instances, machine placed hot mix asphalt (HMA) pavement. Materials and their use shall conform to the requirements of all related and applicable sections of this bid. HMA shall be placed and compacted with a minimum of two lifts where the total thickness of pavement to be placed exceeds 2 inches.

**PRICE ADJUSTMENT ALLOWANCE FOR HOT MIX ASPHALT**

The **most recently** revised Maine DOT special provision Section 108 using the New England Selling Price shall apply to this contract.

The type of street restoration to be performed shall consist of three (3) methods as follows:

**METHOD A: (3.5-inch Pavement Trench Restoration)**

The restoration work shall include:

- Complete removal of existing cold patch, asphalt or gravel.
- Adding of road gravel material if necessary.
- Compaction of base materials.
- Cutting pavement edges to provide a clean, sharp, straight edge.
- Installation of tack coat on all pavement edges.
- Installation of 2 inches of binder pavement.
- Installation of 1.5 inches of surface pavement.
- The binder and wearing surface shall be rolled and compacted with an appropriate roller. (Minimum 3 to 5 ton)

**METHOD B: (6-inch Pavement Trench Restoration)**

The restoration work shall include:

- Complete removal of existing cold patch asphalt or gravel.
- Adding of road gravel material if necessary.
- Compaction of base materials.
- Cutting pavement edges to provide a clean, sharp, straight edge.
- Installation of tack coat on all pavement edges.
- Installation of 2.5 inches of binder pavement and rolled, a second lift of 2 inches of binder pavement and rolled.
- Installation of 1.5 inch of surface pavement.
- The binder and wearing surface shall be rolled and compacted with an appropriate roller. (Minimum 3 to 5 ton)

**METHOD C: (Milling and Paving)**

The restoration work shall include:

- Remove existing asphalt; 1.5-inches by milling methods.
- Grind straight edges.
- Tack coating all edges and base pavement.
- 1.5-inches surface pavement.
- Wearing surface shall be rolled and compacted with an appropriate roller. (Minimum 3 to 5 ton)
- The binder and wearing surface shall be rolled and compacted with an appropriate roller. (Minimum 3 to 5 ton).

The Contractor shall provide all labor, materials, equipment and the maintenance thereof, fuel and oils, etc. necessary to complete the job in a timely fashion. All costs associated with the performance of the contract shall be the sole responsibility of the Contractor and shall be reflected in a "Lump Sum" (LS) cost per occurrence.

All work shall be done at such times as the Contractor and City of Auburn shall deem appropriate. Weekly work schedule will be coordinated by the APW and AWSD. Work shall not begin in any area without specific notification of, and approval of APW or AWSD.

The method of measurement and payment quantities for work completed shall be as follows:

- A minimum of 4 square yards shall be paid per patch for any patch which is not located within 1,000 feet of another that could be completed at the same time.
- The prices quoted shall include all traffic control manpower and signs that may be required by the APW or AWSD. All traffic control should conform to MUTCD specifications.
- Any pavement restoration work not completed to the satisfaction of the APW or AWSD shall be redone by the contractor at his expense.
- Street Opening and Excavation Permits will not be required. The contractor will be required to carry insurance coverage as required by the APW or AWSD.
- APW and AWSD reserve the right to add or delete portions of the work required under this proposal.
- Dig Safe must be called prior to all excavations or milling, a minimum of 72 hours prior to commencement of work.

The estimated quantities on trench restoration work included in the Bid Proposal represents new trenches anticipated during the upcoming 2020 construction season.

Unless approved in writing by the utility, the Contractor shall be required to complete all requested trench restoration within a 14-calendar day period after notice is provided by the utility that a utility trench is ready to be restored.

All work on mainline in Arterial and Major Collector streets longer than twenty-five feet (25), wider than eight feet (8) must be done by machine placed methods unless waived by APW or AWSD.

The contractor shall provide all materials (asphalt, road gravel, and tack coat, etc.) labor, and equipment necessary to complete the work requested in a good workmanlike manner and to the standards acceptable to the APW or AWSD.

**BID PROPOSAL FORM**  
**Due: Tuesday, March 12, 2024**

To: CITY OF AUBURN, MAINE  
Amanda Denning Purchasing Analyst  
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. \_\_\_\_\_ Fax 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 SCHEDULE 2024**

**METHOD A**

Removal of existing cold patch asphalt or gravel; add necessary road gravel; compact base material; cut to provide straight edges; tack coat all edges; 2" binder; and 1½" surface. Surface to be compacted with roller (minimum 3-5 ton)

<b>Auburn Public Works</b>	<b>Total Est.</b>	<b>2000 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>
<b>Auburn Water District</b>	<b>Total Est.</b>	<b>200 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>

**METHOD B**

Removal of existing cold patch asphalt or gravel; add necessary road gravel; compact base materials; cut to provide straight edges; tack coat all edges; 2.5" binder and rolled; second lift of 2" binder and rolled; 1.5" surface pavement; surface to be compacted with roller (minimum 3-5 ton)

<b>Auburn Public Works</b>	<b>Total Est.</b>	<b>200 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>
<b>Auburn Water District</b>	<b>Total Est.</b>	<b>20 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>

**METHOD C**

Removal of existing asphalt, 1.5" by milling methods; grind straight edges; tack coat all edges and base pavement; 1.5" surface pavement; surface to be compacted with roller (minimum 3-5 ton)

<b>Auburn Public Works</b>	<b>Total Est.</b>	<b>200 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>
<b>Auburn Water District</b>	<b>Total Est.</b>	<b>0 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>



**BID SCHEDULE 2025(Optional 2nd Year)**

**METHOD A**

Removal of existing cold patch asphalt or gravel; add necessary road gravel; compact base material; cut to provide straight edges; tack coat all edges; 2" binder; and 1½" surface. Surface to be compacted with roller (minimum 3-5 ton)

<b>Auburn Public Works</b>	<b>Total Est.</b>	<b>2000 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>
<b>Auburn Water District</b>	<b>Total Est.</b>	<b>200 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>

**METHOD B**

Removal of existing cold patch asphalt or gravel; add necessary road gravel; compact base materials; cut to provide straight edges; tack coat all edges; 2.5" binder and rolled; second lift of 2" binder and rolled; 1.5" surface pavement; surface to be compacted with roller (minimum 3-5 ton)

<b>Auburn Public Works</b>	<b>Total Est.</b>	<b>200 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>
<b>Auburn Water District</b>	<b>Total Est.</b>	<b>20 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>

**METHOD C**

Removal of existing asphalt, 1.5" by milling methods; grind straight edges; tack coat all edges and base pavement; 1.5" surface pavement; surface to be compacted with roller (minimum 3-5 ton)

<b>Auburn Public Works</b>	<b>Total Est.</b>	<b>200 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>
<b>Auburn Water District</b>	<b>Total Est.</b>	<b>0 Square Yards</b>	<b>\$</b>	<b>/Sq. Yd.</b>

**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 # 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 **\$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.**

(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 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

(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 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 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: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Finance Director

BY: \_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Contractor