



City of Auburn, Maine

Capital Investments & Purchasing [CIP]

Dan Goyette, Director

60 Court Street | Auburn, Maine 04210

www.auburnmaine.gov | 207.333.6601

May 3, 2023

Dear Bidder,

The City of Auburn is accepting written proposals for **BID #2023-029 186 Main St. Soil Removal**. 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 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: **"186 Main St. Soil Removal BID #2023-029"**

Questions regarding this Request for Bids should be directed to John Blais, Deputy Director, Planning and Permitting, at (207) 333-6601 ext. 1334

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday May 18, 2023**. Proposals will be opened at 2:00 p.m. 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.

Sincerely,

A handwritten signature in black ink, appearing to read "DBL".

Derek Boulanger
Facilities Manager/Purchasing Agent

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 the 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, an 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 designee. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state "**186 Main St. Soil Removal BID #2023-029**" on submitted, sealed envelope.
12. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.
13. The City of Auburn may reduce the number of units purchased pursuant to overall prices.

14. The 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 contractors 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. 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 damage 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.

SCOPE OF WORK

The parcel at 186 Maine Street in Auburn, Maine (the Site) is located in downtown Auburn between Main Street and the Androscoggin River (Figure 1). The parcel is sloping and consists of 6,800 +/- square feet (Figure 2). The Site is owned by the City of Auburn (the City).

To initiate the redevelopment of the Site, approximately 1,600 cubic yards (or 2,700 tons using a conversion of 1.7 tons per cubic yard) of soil that contains concentrations of petroleum constituents and metals, as outlined in the Waste Characterization Soil Sampling Report, will be excavated, loaded, and removed for proper disposal. This soil is defined in the Maine Solid Waste Management Rules (Chapter 400) as a "Special Waste." Special Waste excavation, handling, loading, transport, disposal, and associated activities as described in this Request for Bid are being funded by a U.S. EPA Brownfields Grant issued by the Androscoggin Valley Council of Governments (AVCOG) Brownfields Cleanup Program. Bedrock that may exist at the Site does not meet the definition of Special Waste and is not included in the activities described in this Request for Bid.

Following the completion of the activities described in this Request for Bid, the Site will remain in a temporary condition for some period of time until ownership is transferred to a private party, who will complete the remaining construction and redevelopment activities.

Deliverables:

Bids for Contractor Services are to be presented in a fixed unit price including but not limited to mobilization, equipment, labor, site controls, excavation, handling, loading, demobilization, incidentals, and all other tasks associated with the execution of Contractor Services. Bids shall also include unit costs for transportation and disposal of soil as further described in the Bid Form as well as the intended start and completion date of the work.

Attachments:

Figure 1: Site Location

Figure 2: Site Layout

Figure 3: Soil Balancing Calculation Sketch

Environmental Media Management Plan (Appendix A)

DRAFT Agreement

Bid Form

Project Schedule:

The project will kick off in mid-June. The successful Bidder will be provided three weeks from notice to proceed to commence work. Fast mobilization and quick, efficient project progression is required by the City.

Description of Contractor Services:

Furnish all labor, materials, supplies, equipment, and transportation and disposal fees necessary to do the work as specified on Figure 3 and within the specifications contained in this Request for Bids as well as the attached documents. Note, bedrock that may exist at the Site does not meet the definition of Special Waste and is not included in the activities described in this Request for Bid.

Soil Testing:

Soil characterization has been completed and soil test results are attached to this Request for Bid. Woodard & Curran will serve as the Qualified Environmental Professional during the performance of work at the Site.

Contractor Responsibilities:

- Coordinate all field activities with Woodard & Curran and the City.
- Prepare a concise Project Work Plan that describes the work schedule, sequence, and means and methods of excavation, safety provisions, Special Waste removal, and stability of the Site during the period of the temporary condition. The Project Work Plan shall also describe site access controls (including but not limited to traffic control and temporary fencing), intended disposal facilities, and waste transporters, and provide the contact information for onsite personnel. Contractor shall provide the Project Work Plan to Woodard & Curran and the City at least 10 days prior to the start of work for review. Contractor shall provide any and all necessary revisions to Project Work Plan to address Woodard & Curran and City comments to obtain approval.
- Contractor is responsible to procure all required local, state, and federal permits and notifications. Contractor shall submit documentation of the proper delivery and acceptance of all notifications and permits to Woodard & Curran and the City prior to commencement of work.
- Contractor shall carry out the work in accordance with the Davis-Bacon Act (DBA) of 1931 (CERCLA 104(g)). CERCLA compliance with the Davis-Bacon Act requires payment

of Federal prevailing wage rates for construction, repair or alteration work funded, in whole or in part, with Brownfields Funds. The City will obtain recent and applicable wage rates from the U.S. Department of Labor (DOL) and incorporate them into the construction contract.

- Provide notification and obtain an underground utility clearance ticket from Dig Safe. Contractor shall also provide a private utility location service in the areas to be excavated. Verify proper marking of utility locations prior to the start of work. Contractor shall submit proof of utility clearance to Woodard & Curran and City.
- Contractor shall possess a Category A Non-Hazardous Waste Transporter License as required by Chapter 411 of Maine's Solid Waste Management Regulations for the transportation of Special Waste.
- Prepare a site-specific Health & Safety Plan (HASP) and provide to Woodard & Curran and the City prior to the start of work for review, Contractor shall provide any and all necessary revisions to HASP to address Woodard & Curran and City comments to obtain approval. Neither the City or Woodard & Curran will implement or be responsible for the health and safety requirements of the Contractor. The HASP shall comply with the applicable sections of 29 CFR 1910 and 29 CFR 1926 and any state or local requirements.
- Prepare a temporary and permanent erosion and sedimentation control plan (ESC Plan) in accordance with the requirements of the Maine Erosion and Sediment Control Best Management Practices manual and provide to Woodard & Curran and the City prior to the start of work for review. Contractor shall provide any and all necessary revisions to ESC Plan to address Woodard & Curran and City comments to obtain approval. Install and maintain erosion and sedimentation control measures prior to the start of work and maintain such controls for the duration of the project, including a stabilized construction entrance. The erosion and sedimentation controls shall comply with all local, state, and federal requirements and prevent/capture the migration of dust and Special Waste.
- Mobilize all equipment, materials, and personnel necessary to complete the work at the project site. All equipment mobilized for use on the Site shall be fully operational and decontaminated prior to mobilization. Woodard & Curran and the City reserve the right to reject any equipment that shows signs of inadequate maintenance and housekeeping practices, contamination from previous project sites, wear, or the potential to leak or malfunction.
- Prepare a construction traffic control plan and provide to Woodard & Curran and City prior to start of work for review. Contractor shall provide any and all necessary revisions to the plan to address Woodard & Curran and City comments to obtain approval. Erect temporary protection, such as cones, construction fences, railings, and/or barricades where required. Provide and maintain at all times all protective devices, including construction fences, barricades, warning lights, and signs as necessary or required for protection against personal injury, impact to pedestrian and vehicular traffic, or damage to property.

- Prepare a construction sequencing plan which at a minimum, establishes material staging area and provide to Woodard & Curran and City prior to start of work for review. Contractor shall provide any and all necessary revisions to the plan to address Woodard & Curran and City comments to obtain approval.
- Provide any and all means/methods necessary to ensure safe excavation. Contractor to provide qualified competent personnel to oversee all excavation work.
- Prepare a support of excavation plan, signed and stamped by a licensed professional engineer in the State of Maine and provide to Woodard & Curran and City prior to start of work for review. Contractor shall provide any and all necessary revisions to the plan to address Woodard & Curran and City comments to obtain approval. Conduct all Site activities such that adjacent structures (above and below ground) and Site features are protected and not damaged during work performance, and in accordance with the approved plan. No additional compensation will be provided to repair damages.
- Contractor shall be responsible for the protection of all underground utilities encountered during excavation activities. All utilities encountered shall be considered active and in use. It is the contractor's responsibility to repair/replace any damaged utilities during excavation and removal activities.
- Contractor shall comply with all requirements of the Environmental Media Management Plan during the performance of work at the Site.
- Woodard & Curran will prepare soil disposal applications and generator profile forms for the facilities selected by the Contractor. Contractor shall submit proof of facility acceptance and approval as well as proposed shipment documentation prior to the removal of any Special Waste from the Site.
- Conduct daily site cleanup and maintain strict housekeeping in the work area and the immediate surrounding area. Cleanup will include broom sweeping to ensure no uncontrolled debris is present in and around the work area.
- Stabilize and grade the surface of the Site following removal of Special Waste in accordance with industry standards and best practices. Prepare a post-construction drainage plan for review and approval by Woodard & Curran and the City to minimize ponding or pooling of surface runoff water.
- If removal of portions of the adjacent existing asphalt or curbing are required to complete the work, or if damage occurs to adjacent asphalt, curbing, or other Site features during the work, Contractor shall restore consistent with pre-existing conditions. No additional compensation will be provided to repair damages resulting from Contractor Services.
- With the exception of permanent erosion and sedimentation controls, and items necessary to maintain safety and stability of Site and adjacent features, Contractor shall remove all equipment, materials, and construction debris from the Site upon final demobilization. In addition, Contractor shall remove all decontamination fluids and/or solids, dumpsters, and temporary erosion and sedimentation controls from Site upon completion of work.

- Provide copies of all disposal receipts, bills of lading, manifests, etc. to Woodard & Curran.

Coordination with Future Redevelopment:

After completion of Contractor Services, the Site will be transferred to Great Falls Construction for subsequent redevelopment. Contractor shall plan to coordinate and communicate with Woodard & Curran, the City, and Great Falls Construction regarding the condition of the Site at completion of services and plans for future redevelopment.

PROPOSAL EVALUATION CRITERIA

The City of Auburn will evaluate proposals and select a contractor based on a combination of the following factors:

- Qualifications and relevant experience of the firm.
- Qualifications and relevant experience of the firm's proposed staff.
- Quality of references from similar work completed recently.
- The extent to which the proposed solution matches the needs of the City of Auburn.
- Reasonableness of cost of associated services requested.

REQUIREMENTS AND FORMAT OF THE PROPOSAL

Contractors responding to this RFP shall submit their proposals, organized, and presented as outlined below. Accuracy and completeness are essential. Since the successful proposal will be incorporated into the contract, contractors are cautioned not to make claims or statements which they are not prepared to commit to contractually.

The Contractor must provide the following with the proposal:

- Business Name, Contact Information, Owner(s)
- Short History of Business (existing customers, experience, specialties, etc.)
- 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.

Letter of Transmittal

The Proposal must consist of a letter of transmittal signed by an individual authorized to bind the Contractor contractually. It shall:

- Concisely identify the services offered in the proposal.
- State that the proposal will remain in effect for a period of thirty (30) calendar days after the deadline for submission of proposals.
- Include the name, title, address, telephone number and email address of one or more contact individuals.

- Include the name, title, address, telephone number and email address of one or more individuals who are authorized to sign a contract.

Understanding of the Scope of Work

In this section, Contractor should notify the City of Auburn of any potential difficulties that might arise in implementing the work. The City encourages prospective contractors to field inspect the site to independently verify field conditions, terrain, acreage and other items necessary to provide an accurate estimate.

Relevant Experience and Client References

In this section, a description of relevant work experience is to be provided, detailing the timeframe over which services were provided to specific clients. Contractors should provide a minimum of five (5) references and indicate the name of the company, contact person, address, telephone number and role of the contact person in relation to the services provided. Information of relevance to the Scope of Work should be presented to allow the City of Auburn to assess Contractor's experience.

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:

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:

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:

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

PERFORMANCE BOND:

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:

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:

Permits and licenses necessary for the prosecution of the work shall be secured and paid by the CONTRACTOR.

CITY'S RIGHT TO TERMINATE CONTRACT:

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:

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

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 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

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:

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:

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:

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:

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:

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.

PAYMENTS:

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

BID PROPOSAL FORM
Due: Tuesday May 18, 2023

To: CITY OF AUBURN, MAINE
Derek Boulanger, Facilities Manager/Purchasing Agent
60 Court Street, Suite 410
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 _____

Fixed Unit Price Bid Form

Bid Item	Item Description with Unit Price in Written Words	Estimated Quantity & Units	Unit Bid Price	
			Dollars	Cents
1	All Contractor Services and incidentals as described in the Request for Bid and Attachments except transportation and disposal of soil. @ _____ _____ Dollars and _____ Cents per TON	Lump Sum		
2	Transportation and disposal of Special Waste soil	2,700 TONS		
3	Transportation and disposal of Clean Soil ¹	TBD		
Intended Start Date:				
Intended Completion Date:				

The fixed unit price bid shall be inclusive of all costs associated with the supply of all the materials, tools, equipment, and labor required to perform and construct the whole of the work for Bid Item 1 as described in the Request for Bid. Compensation for Bid Item 1 will be based on the percentage of work completed as verified by the Owner.

Measurement shall be determined based on copies of certified weight slips produced by the Special Waste disposal facility, or certified scales (as may be applicable for Clean soil) and provided to the Owner.

Payment shall be based on the fixed unit price and unit costs as stated in the bid form.

¹ Clean Soil is clean, naturally deposited or uncontaminated soil as demonstrated by analytical testing results (i.e., contaminants of concern not detected above laboratory reporting limits and metals consistent with background concentrations). Clean Soil shall have no visible or olfactory evidence of contamination (e.g., coal, ash, cinders, debris, and/or dark brown or black color). Clean Soil does not need to be disposed at a Maine DEP licensed receiving facility and may be reused offsite in other construction projects without permitting.



Service Layer Credits: Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Site Location

186 Main Street
Auburn, Maine

Figure 1

Legend



Site



Woodard
& Curran

Project #: 0233981.16
Map Created: February 2023

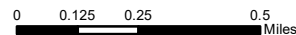
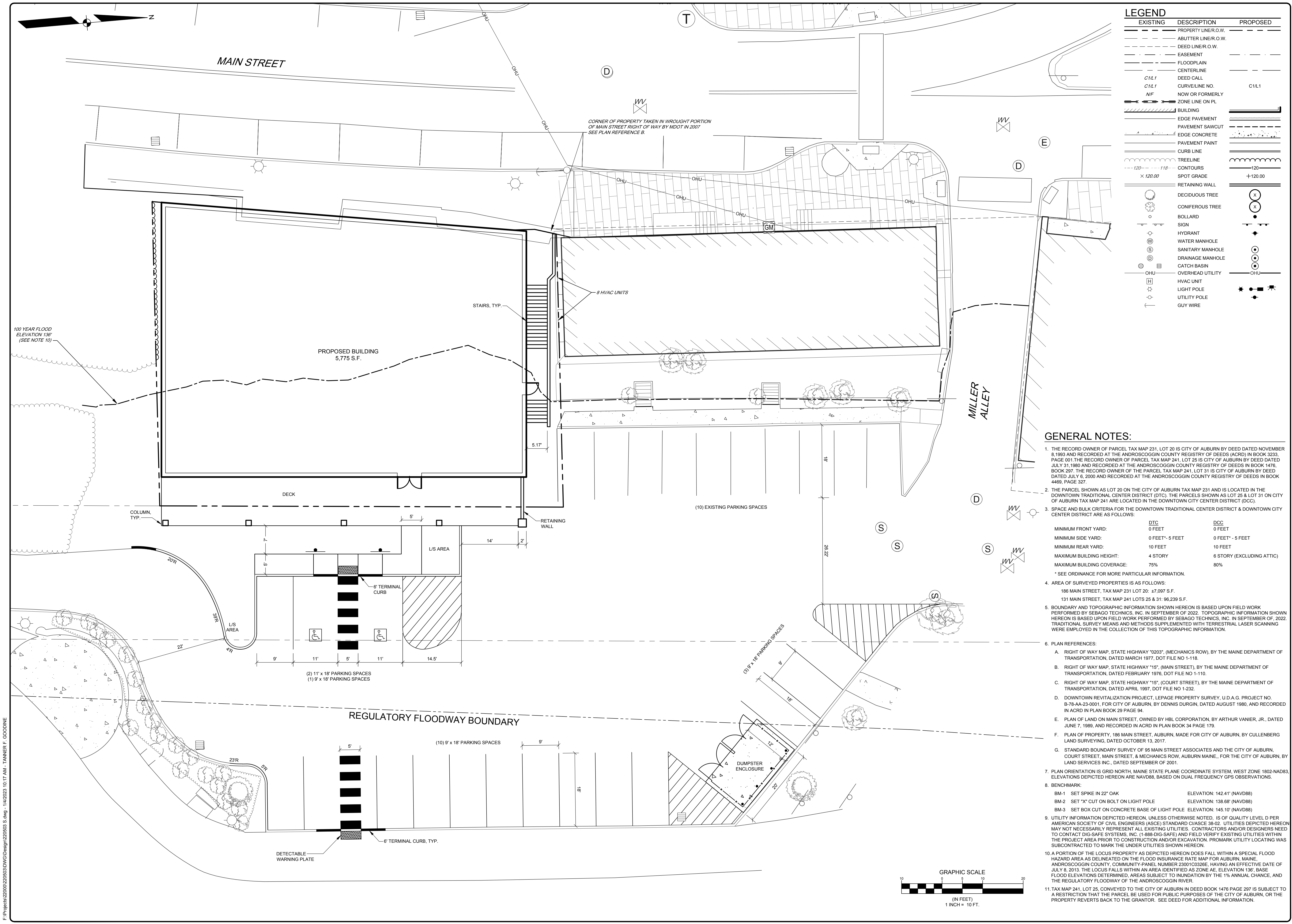
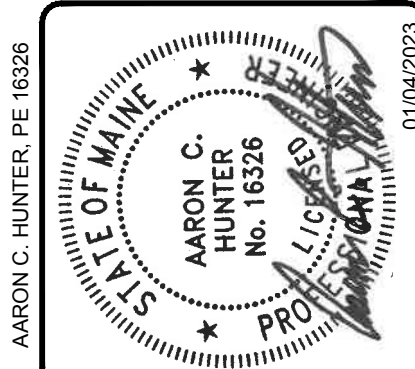


Figure 2: Site Layout



NOT FOR CONSTRUCTION



REV.	BY	DATE	STATUS	ISSUED FOR
A	ACH	01/04/2023	ISSUED FOR TRAFFIC MOVEMENT PERMIT	

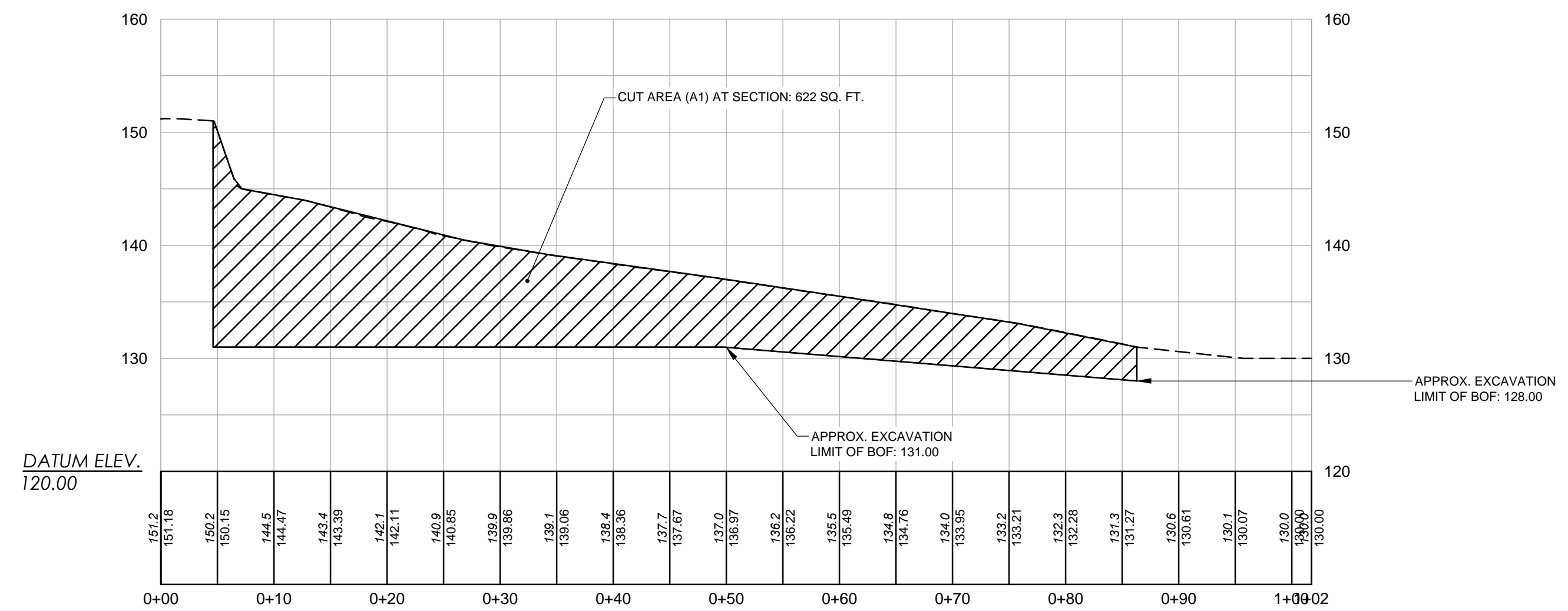
THIS PLAN SHALL NOT BE MODIFIED WITHOUT WRITTEN PERMISSION FROM SEBAGO TECHNICS, INC. ANY ALTERATIONS, AUTHORIZED OR OTHERWISE, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO SEBAGO TECHNICS, INC.

SEBAGO TECHNICS
 WWW.SEBAGOTECHNICS.COM
 75 John Roberts Rd.
 South Portland, ME 04106
 Tel. 207-200-2100

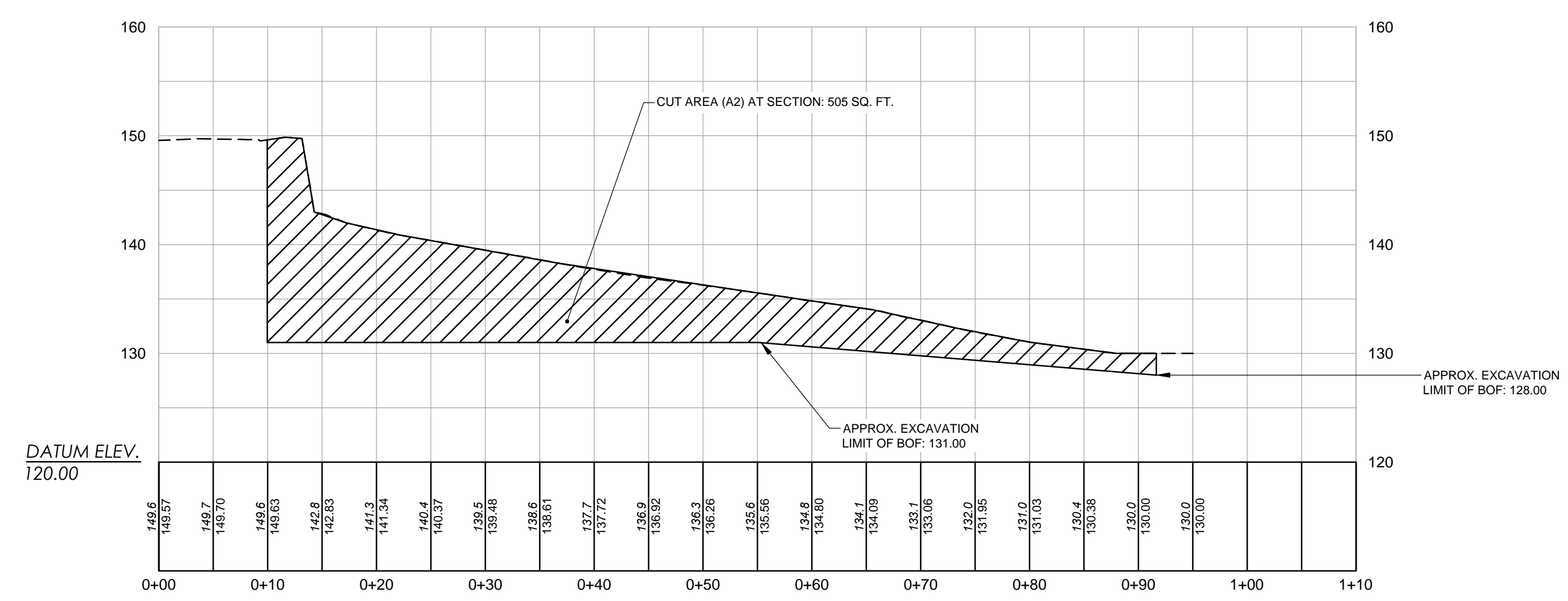
SITE PLAN
 OF:
GREAT FALLS CONSTRUCTION
 186 MAIN STREET
 AUBURN, MAINE 04210
 FOR:
JON SMITH
 20 MECHANIC STREET
 GORHAM, ME 04038

DESIGNED	KSM/TFG
DRAWN	TFG
CHECKED	ACH
DATE	01/04/2023
SCALE	1" = 10'
PROJECT	220503-01

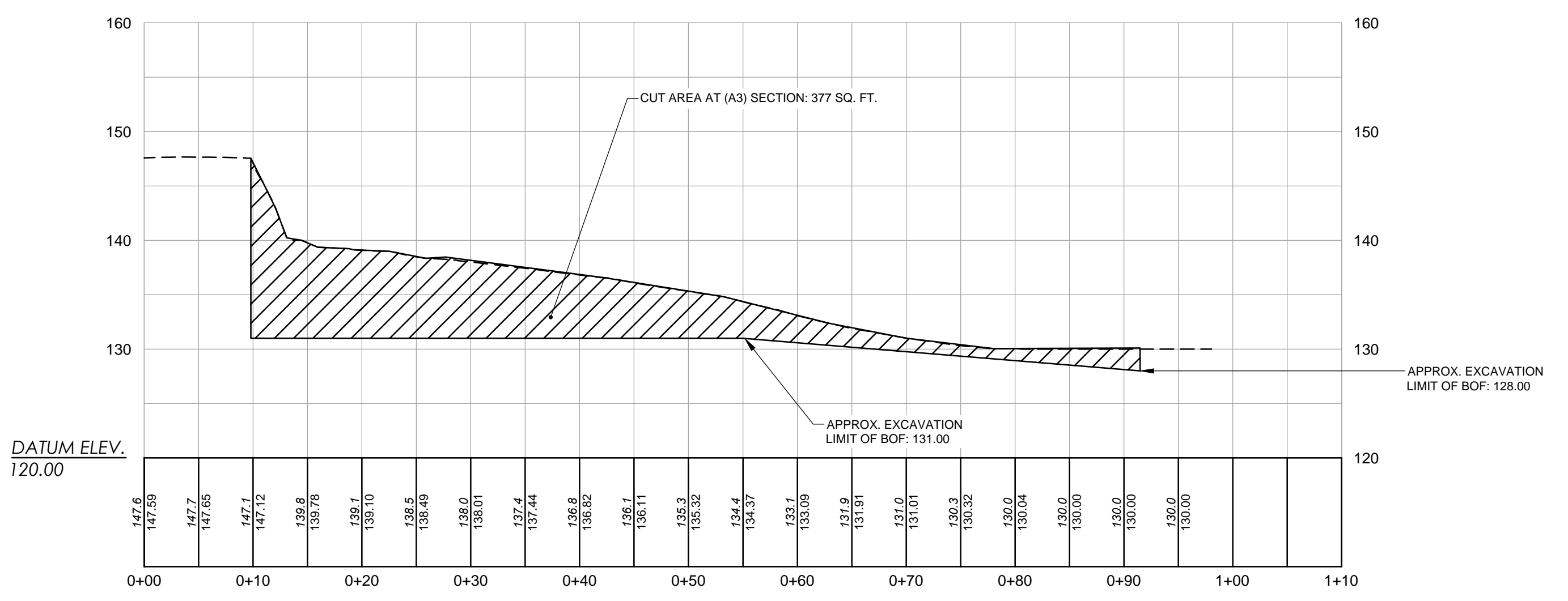
F:\Projects\220503\220503.DWG D:\Design\220503 S.dwg - 1/4/2023 10:17 AM - TANNER F. GOODINE



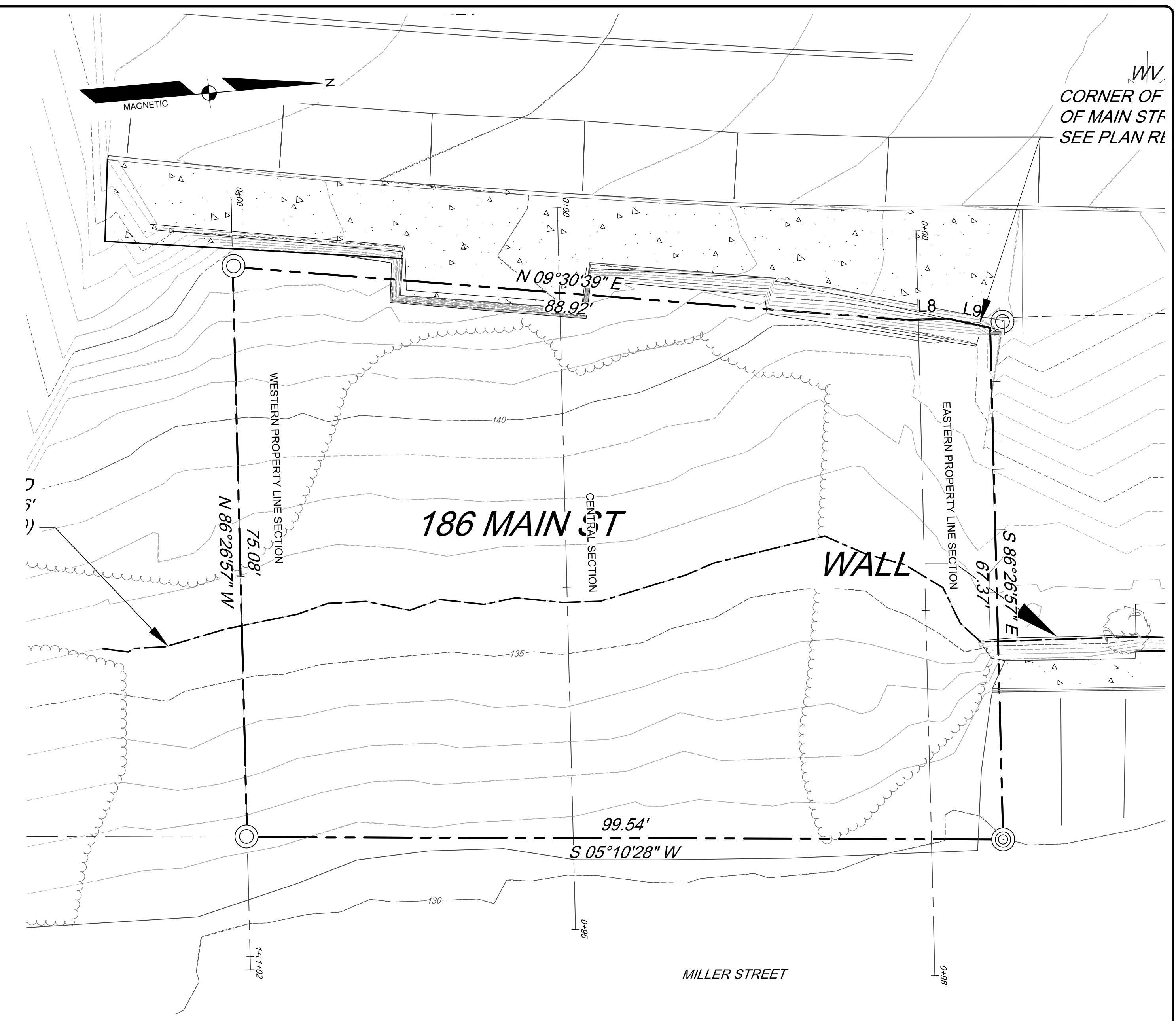
WESTERN PROPERTY LINE SECTION



CENTRAL SECTION

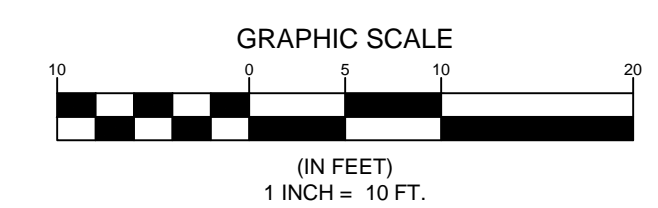


EASTERN PROPERTY LINE SECTION



	AREA (SF)	AVG. AREA (SF)	LENGTH (FT)	AVG. VOLUME (CF)	AVG. VOLUME (CY)
A1	622	563.5	43	24231	897
A2	505	441	57	25137	931
A3	377				

SUM:	1828	CY
CONTINGENT (10%):	183	CY
SUBTOTAL:	2011	CY
ROCK EXCAVATION (ASSUME 20%):	402	CY
TOTAL COMMON EXCAVATION:	1609	CY



PROGRESS PRINT

NOT FOR CONSTRUCTION

REV.	BY	DATE	STATUS

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SEBAGO
TECHNIQS
75 John Roberts Rd.
South Portland, ME 04106
Tel. 207-260-2100

SOIL BALANCING CALCULATION SKETCH
OF:
186 MAIN STREET
186 MAIN STREET
AUBURN, ME 04210
FOR:
GREAT FALLS CONSTRUCTION
20 MECHANIC STREET
GORHAM, ME 04038

DESIGNED	TFG
DRAWN	TFG
CHECKED	KSM
DATE	11/08/22
SCALE	1" = 10'
PROJECT	220503

Figure 3

F:\Projects\220503\220503.dwg - 11/08/2022 7:38 AM - TANNER F. GOODPINE