

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services



January 28, 2016

Dear Bidder:

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

Proposals will not receive consideration unless submitted in accordance with the following instructions bidders. Please mark sealed envelopes plainly: **"2016 Crosswalk Painting- Bid #2016-022"**.

Questions regarding this Request for Bids should be directed to Adam Stevens, Highway Supervisor, at (207) 333-6601, ext. 2160.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, February 11, 2016**. 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,

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. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state "**Crosswalk Painting– Bid # 2016-022**", 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.

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.

BID PROPOSAL FORM
Due Thursday, February 11, 2016

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. _____ 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 _____

PAINING OF CROSSWALK, ARROW, & STOP BAR SPECIFICATIONS

All markings shall meet Manual of Uniform Traffic Code (MUTCD) guidelines and match DOT specifications for paint thickness (**24 mil**) and reflectivity. Start and end dates for performance of all work will be at the discretion of the Public Works Director or their designee. Contractor shall make allowances for rain or inclement weather that prevents work. Contractor **MUST** contact the Public Works Director or their designee prior to commencing work.

- The paint must be reflective for night visibility by adding reflective spheres before the paint dries or set. The reflective spheres shall be evenly dispersed on wet paint film. Quantity of beads used shall meet DOT specifications. Lines, arrows, symbols, markings, blocks and letters shall be painted evenly and neatly so as to produce straight crisp lines.
- Blocks, for the purpose of this bid, will be defined as the white painted areas in piano key style crosswalks. They will be 2 feet wide by 6 feet 6 inches long and there shall be a 2 foot unpainted space between blocks in the crosswalk.
- Stop bar lines will be 2 feet wide and match the length specified for each location as noted in part 6, approximate amounts and areas to be painted.
- The Contractor shall keep the premises free from the accumulation of waste materials or rubbish caused by its operations at all times. At the completion of the work for each site, the Contractor shall remove all its waste materials and rubbish from the site, as well as its tools, equipment, machinery, and surplus materials. If the Contractor fails to clean up each site at the completion of its work, the City will hire someone else to do so, and the Contractor shall be responsible to reimburse the city for the cost which includes, but not limited to, costs for collection, damages and attorneys' fees that the City of Auburn may incur.
- The contract will be divided into 4 separate areas each with their own dates of completion: Primary, Secondary, School, and Downtown areas.
 - Primary – completed by May 22, 2016
 - Secondary – completed by July 1, 2016
 - School – completed by August 12, 2016
 - Downtown – completed by October 7, 2016
 - The contractor will pay a penalty of \$100 per calendar day if any area is not completed by the date listed above until that specific area is finished.

These areas are broken down by street in the following 4 tables.

CROSSWALKS, ARROWS & STOP BARS – PRIMARY

To be completed by May 22, 2016

Street	Intersection	Single Arrows	Double Arrows	Stop Bars	Stop Feet	Crosswalk Blocks	Crosswalk Footage	Area
Mechanics Row	Main St	-	-	1	12	-	-	PRIMARY
Mechanics Row	100 feet from Main St	-	-	-	-	12	23	PRIMARY
Mechanics Row	South of Court St	-	-	-	-	13	52	PRIMARY
Main St	South of Court St	4	4	1	20	15	51	PRIMARY
Main St	North of Mechanics Row	1	-	1	20	-	-	PRIMARY
Main St	South of Elm St	6	-	-	-	-	-	PRIMARY
Main St	North of Academy St	6	-	1	21	-	-	PRIMARY
Main St	South of Academy St	8	-	1	22	-	-	PRIMARY
Main St	North of Mill St	4	4	1	25	-	-	PRIMARY
Main St	North Miller St	-	-	-	-	12	40	PRIMARY
Main St	Miller St	-	-	-	-	12	22	PRIMARY
Main St	Parking Garage Exit	3	-	1	20	10	79	PRIMARY
Main St	North of Mechanics Row	-	-	-	-	12	20	PRIMARY
Main St	North of Mechanics Row	-	-	-	-	12	20	PRIMARY
Main St	Miller St Alley	-	-	-	-	12	27	PRIMARY
Main St	Vine St	-	-	-	-	13	30	PRIMARY
Main St	Elm St	-	-	-	-	14	40	PRIMARY
Main St	Academy St	-	-	-	-	13	45	PRIMARY
Main St	Newbury St	-	-	-	-	14	52	PRIMARY
Miller St Alley	Main St	-	-	1	12	5	23	PRIMARY
Elm St	Main St	6	-	1	20	15	45	PRIMARY

Academy St	Main St	6	-	1	20	12	47	PRIMARY
Drummond St	Main St	-	-	1	15	10	31	PRIMARY
Vine St	Main St	-	-	1	20	8	22	PRIMARY
Court St	Longley Bridge	9	-	2	41	21	85	PRIMARY
Court St	West of Turner St	-	6	1	26	13	59	PRIMARY
Court St	East of Turner St	3	3	1	25	16	56	PRIMARY
High St	Court St	-	-	1	15	11	44	PRIMARY
Court St	Pleasant St	-	-	-	-	13	57	PRIMARY
Pleasant St	Court St	-	-	-	-	12	47	PRIMARY
Pleasant St (Court House)	Court St	-	-	-	-	13	57	PRIMARY
Court St	East of Spring St	6	-	-	25	14	56	PRIMARY
Court St	West of Spring St	6	-	1	20	15	57	PRIMARY
Court St	East of Union St	12	-	1	34	15	64	PRIMARY
Court St	West of Union St	14	3	1	32	18	74	PRIMARY
Railroad St	Court St	-	-	-	-	10	41	PRIMARY
Court St	Main St	6	-	1	30	15	60	PRIMARY
Laurel Ave	Main St	-	-	-	-	9	40	PRIMARY
Newbury St	Main St	-	-	-	-	10	31	PRIMARY
Great Falls Plaza	East of Turner St	3	3	1	23	13	72	PRIMARY
Hampshire St	West of Turner St	3	3	1	25	15	72	PRIMARY
Great Falls Plaza	North of Post Office	-	-	1	22	8	53	PRIMARY
Great Falls Plaza	East of Post Office	-	-	-	-	8	36	PRIMARY
Great Falls Plaza	@ Banknorth Parking Lot	-	-	-	-	8	24	PRIMARY
Great Falls Plaza	@ Key Bank Driveway	-	-	-	-	8	22	PRIMARY
Great Falls Plaza	Court St	6	-	1	20	12	47	PRIMARY
Post Office North Driveway	Great Falls Plaza	-	-	-	-	6	36	PRIMARY
Post Office South Driveway	Great Falls Plaza	-	-	-	-	6	26	PRIMARY
Miller St	Main St	-	-	-	-	5	19	PRIMARY
Newbury St (Roopers)	Main St	-	-	-	-	12	24	PRIMARY
North Miller St	Main St	-	-	-	-	5	18	PRIMARY
Turner St	North of Center St/Union St	6	-	1	30	20	74	PRIMARY
Turner St	South of Center St	8	-	1	26	15	71	PRIMARY
Turner St	North of Hampshire St	6	3	1	45	18	72	PRIMARY
Turner St	South of Hampshire St	6	3	1	41	18	72	PRIMARY

Turner St	@ YMCA	-	-	-	-	19	74	PRIMARY
Troy St	Turner St	-	-	-	-	8	45	PRIMARY
Pleasant St	Turner St	-	-	-	-	14	71	PRIMARY
Benjamin St	Turner St	-	-	1	20	10	55	PRIMARY
Benjamin St	Union St	-	-	1	18	11	40	PRIMARY
Hampshire St	West of Union St	2	2	1	19	13	54	PRIMARY
Hampshire St	East of Union St	2	2	1	18	13	54	PRIMARY
Union St	South of School St/Library Ave	-	-	-	-	23	87	PRIMARY
Union St	South of Hampshire St	6	3	1	38	18	64	PRIMARY
Union St	North of Hampshire St	6	3	1	38	20	77	PRIMARY
Union St	South of Summer St	-	-	-	-	16	60	PRIMARY
Summer St	Union St	-	-	1	17	11	42	PRIMARY
Union St	South of Turner St	3	3	1	27	18	64	PRIMARY
Library Ave	Union St	-	-	-	-	12	45	PRIMARY
Rite Aide Driveway	Union St	-	-	-	-	19	74	PRIMARY
School St	Union St	-	-	-	-	10	38	PRIMARY
Webster St	Union St	-	-	-	-	12	46	PRIMARY
Spring St	North of Court St	2	2	1	20	12	47	PRIMARY
Spring St	South of Court St	3	3	-	20	13	50	PRIMARY
Turner St	North of Court St	6	3	1	48	21	87	PRIMARY
Union St	North of Court St	16	-	1	50	24	97	PRIMARY
Union St	Rite Aide Turn Lanes	4	-	-	-	-	-	PRIMARY
Minot Ave	South of Court St (Union St end)	16	-	1	58	26	108	PRIMARY

	204	53	41	1098	939	2933
	Single	Double	Stop	Stop	Crosswalk	Crosswalk
PRIMARY AREA TOTALS	Arrows	Arrows	Bars	Feet	Blocks	Footage

CROSSWALKS, ARROWS & STOP BARS – SECONDARY

To be completed by July 1, 2016

Street	Intersection	Single Arrows	Double Arrows	Stop Bars	Stop Feet	Crosswalk Blocks	Crosswalk Footage	Area
Center St	North of Turner St	6	3	1	40	-	-	SECONDARY
Center St	South of North River Rd	4	2	1	36	16	60	SECONDARY
Center St	North of North River Rd	6	3	1	34	-	-	SECONDARY
Center St	South of Lake Auburn Ave	9	-	1	33	15	61	SECONDARY
Center St	North of Lake Auburn Ave	11	-	1	35	-	-	SECONDARY
Center St	South of Bowdoin St	11	-	1	54	21	85	SECONDARY
Whitney St	Center St	-	-	1	20	15	61	SECONDARY
East Dartmouth St	Center St	2	-	1	23	13	48	SECONDARY
Center St (5th lane)	North of Whitney St	2	-	-	-	-	-	SECONDARY
Center St (5th lane)	Grove St	2	-	-	-	-	-	SECONDARY
Center St (5th lane)	Vernon St	2	-	-	-	-	-	SECONDARY
Center St (5th lane)	North of Coburn St	2	-	-	-	-	-	SECONDARY
Center St (5th lane)	North of Newall St	2	-	-	-	-	-	SECONDARY
Center St (5th lane)	300 feet North of Newall St	2	-	-	-	-	-	SECONDARY
Center St (5th lane)	275 feet North of Alpha St	2	-	-	-	-	-	SECONDARY
Center St (5th lane)	South of East Dartmouth St	2	-	-	-	-	-	SECONDARY
Center St (5th lane)	@ Arbys Driveway	2	-	-	-	-	-	SECONDARY
Center St (northbound)	South of Veterans Bridge off ramp	12	-	1	37	-	-	SECONDARY
Center St (northbound)	South of Kmart's South Driveway	8	4	1	34	-	-	SECONDARY
Center St (northbound)	South of Kmart's North Driveway	4	4	1	34	-	-	SECONDARY
Center St (northbound)	South of Rich's Plaza Driveway	9	-	1	38	-	-	SECONDARY
Center St (northbound)	South of Stetson Rd/Joline Dr	5	3	1	41	-	-	SECONDARY
Center St (southbound)	North of Mt Auburn Ave off ramp	12	-	1	50	-	-	SECONDARY
Center St (southbound)	North of Shaws South Driveway	8	-	1	34	17	63	SECONDARY
Center St (southbound)	North of Shaws North Driveway	7	3	1	40	-	-	SECONDARY
Center St (southbound)	North of Rich's Plaza Driveway	11	-	1	36	-	-	SECONDARY
Center St (southbound)	North of Stetson Rd/Joline Dr	6	3	1	31	-	-	SECONDARY

Mt Auburn off ramp	Center St	6	-	1	35	9	38	SECONDARY
Mt Auburn on ramp	Center St	-	-	-	-	8	37	SECONDARY
Mug Handle	Center St	-	-	-	-	4	14	SECONDARY
Newall St/Lake Auburn Ave	Center St	-	-	-	-	23	91	SECONDARY
Center St	North of Turner St	-	-	-	-	19	73	SECONDARY
North River Rd	Center St	2	2	1	31	19	79	SECONDARY
Center St	Veterans Bridge off ramp	-	-	-	-	18	74	SECONDARY
Bowdoin St	Center St	-	-	-	-	8	32	SECONDARY
Bradman St	Center St	-	-	1	15	12	45	SECONDARY
Kmart North Driveway	Center St	-	-	-	-	23	90	SECONDARY
Kmart South Driveway	Center St	-	-	-	-	23	90	SECONDARY
Gippers Driveway	Center St	-	-	-	-	20	82	SECONDARY
Veterans Bridge off ramp	Center St	12	-	2	59	15	56	SECONDARY
Veterans Bridge on ramp1	Center St	-	-	-	-	11	42	SECONDARY
Veterans Bridge on ramp2	Center St	-	-	-	-	10	38	SECONDARY
Lake Auburn Ave	Center St	2	-	1	35	22	85	SECONDARY
Mt Auburn Ave	East of Turner St	22	-	1	54	-	-	SECONDARY
Mt Auburn Ave	West of Turner St	12	-	1	40	23	66	SECONDARY
Mt Auburn Ave	West of BJ's Wholesale Driveway	4	4	-	-	-	-	SECONDARY
Mt Auburn Ave	West of Walmart's Driveway	6	3	1	42	-	-	SECONDARY
Mt Auburn Ave	East of Walmart's Driveway	9	4	1	49	-	-	SECONDARY
Mt Auburn Ave	East of Home Depot's Driveway	9	-	-	-	-	-	SECONDARY
Mt Auburn Ave	Willow Run	2	-	-	-	-	-	SECONDARY
Mt Auburn Ave	Walmart Driveway	-	-	-	-	23	68	SECONDARY
Mt Auburn Ave	Park Ave	6	-	-	-	-	-	SECONDARY
Park Ave	Mt Auburn Ave	6	-	1	24	-	-	SECONDARY
Walmart Driveway	Mt Auburn Ave	-	-	-	-	29	120	SECONDARY
Turner St (northbound)	Entrance to Auburn Mall (North Roundabout)	3	-	-	-	18	60	SECONDARY
Turner St (northbound)	South of Mt Auburn Ave	11	-	1	34	-	-	SECONDARY
Turner St (northbound)	South of South Roundabout	6	-	-	-	18	50	SECONDARY
Turner St (northbound)	South of Plummer St	2	2	-	-	-	-	SECONDARY
Turner St (southbound)	Entrance to Auburn Mall	4	-	-	-	-	-	SECONDARY
Turner St (southbound)	Entrance to Kohl's	3	-	-	-	-	-	SECONDARY

Turner St (southbound)	Mt Auburn Ave	9	3	1	50	-	-	SECONDARY
Turner St (southbound)	South of Mt Auburn Ave	3	3	-	-	-	-	SECONDARY
Turner St (southbound)	North of Plummer St	4	2	-	-	-	-	SECONDARY
Turner St	North of South Roundabout	-	-	-	-	15	42	SECONDARY
Court St	Minot Ave (Manley Rd end)	3	3	1	25	21	82	SECONDARY
Mill St	East of Main St/South Main St	3	3	1	20	18	57	SECONDARY
Mill St	West of Broad St	3	3	1	25	13	51	SECONDARY
Mill St	East of Broad St	-	-	1	30	18	79	SECONDARY
Minot Ave	East of Hotel Rd	3	6	1	27	-	-	SECONDARY
Minot Ave	West of Hotel Rd	3	6	1	27	-	-	SECONDARY
Hotel Rd	North of Minot Ave	-	-	1	15	15	42	SECONDARY
Minot Ave	West of Manley Rd	6	3	1	51	25	101	SECONDARY
Minot Ave	East of Manley Rd	-	6	1	40	19	85	SECONDARY
Minot Ave (southbound)	North of High St	3	3	1	24	-	-	SECONDARY
Minot Ave (northbound)	South of High St	12	-	1	25	18	50	SECONDARY
Minot Ave	South of Elm St	9	-	1	40	-	-	SECONDARY
Minot Ave	North of Elm St	3	3	1	27	-	-	SECONDARY
High St	South of Elm St	-	-	-	-	8	35	SECONDARY
High St	North of Elm St	-	-	-	-	8	35	SECONDARY
Myrtle St	South of Elm St	-	-	-	-	8	35	SECONDARY
Academy St	South of Elm St	-	-	-	-	8	35	SECONDARY
Pleasant St	North of Elm St	-	-	-	-	8	35	SECONDARY
Minot Ave	South of Union St	15	-	1	57	-	-	SECONDARY
Riverside Dr	Broad St	2	-	1	18	10	40	SECONDARY
Broad St	North of Third St	-	-	-	-	12	50	SECONDARY
Broad St	South of Third St	-	-	-	-	13	55	SECONDARY
Broad St	North of Fourth St	-	-	-	-	12	50	SECONDARY
Broad St	West of South Main St	-	-	-	-	13	59	SECONDARY
Broad St	North of Fifth St	-	-	-	-	12	47	SECONDARY
Broad St	North of Sixth St	-	-	-	-	11	42	SECONDARY
Broad St	South of Eighth St	-	-	-	-	9	35	SECONDARY
Broad St	North of Short St	-	-	-	-	7	27	SECONDARY
Broad St	South of Short St	-	-	-	-	8	31	SECONDARY
Broad St	North of Ninth St	-	-	-	-	8	32	SECONDARY

Broad St	South of Ninth St	-	-	-	-	8	32	SECONDARY
Broad St	100 feet North of Thirteenth St	-	-	-	-	8	30	SECONDARY
Broad St	North of Mill St	3	3	1	27	12	58	SECONDARY
Broad St	South of Mill St	-	-	1	16	11	52	SECONDARY
Broad St	North of Riverside Dr	-	-	-	-	13	52	SECONDARY
South Main St	South of Mill St	6	-	1	25	19	83	SECONDARY
Mill St	West of Main St/South Main St	-	-	1	14	10	40	SECONDARY
Eighth St	West of Broad St	-	-	-	-	8	32	SECONDARY
Fifth St	West of Broad St	-	-	-	-	12	46	SECONDARY
Fifth St	East of Broad St	-	-	-	-	13	50	SECONDARY
Fourth St	East of Broad St	-	-	-	-	12	46	SECONDARY
Roy St	Cook St	-	-	-	-	12	49	SECONDARY
Second St	Mill St	-	-	-	-	13	51	SECONDARY
Second St	Broad St	-	-	-	-	10	38	SECONDARY
Seventh St	West of Broad St	-	-	-	-	8	30	SECONDARY
Seventh St	East of Broad St	-	-	-	-	8	30	SECONDARY
Short St	West of Broad St	-	-	-	-	10	38	SECONDARY
Short St	East of Broad St	-	-	-	-	11	41	SECONDARY
Sixth St	West of Broad St	-	-	-	-	10	38	SECONDARY
Sixth St	East of Broad St	-	-	-	-	12	45	SECONDARY
South Main St	Prospect Hill Golf Course	-	-	-	-	7	20	SECONDARY
South Main St	South of Broad St	-	-	-	-	12	52	SECONDARY
South Main St	North of Broad St	-	-	-	-	18	76	SECONDARY
South Main St	North of Bolster St/Loring Ave	-	-	-	-	12	47	SECONDARY
Mill St	East of Third St	-	-	-	-	13	50	SECONDARY
Third St	Mill St	-	-	-	-	14	54	SECONDARY
Third St	West of Broad St	-	-	-	-	10	41	SECONDARY
Third St	East of Broad St	-	-	-	-	11	43	SECONDARY
Thirteenth St	Broad St	-	-	-	-	12	45	SECONDARY
Ninth St	West of Broad St	-	-	-	-	11	41	SECONDARY
Ninth St	East of Broad St	-	-	-	-	13	55	SECONDARY
Elm St	Minot Ave	-	6	1	30	-	-	SECONDARY
Hampshire St	North of Willow St	-	-	-	-	10	38	SECONDARY
Hampshire St	South of Willow St	-	-	-	-	10	38	SECONDARY

Hampshire St	Goff St	-	-	-	-	13	54	SECONDARY
Hampshire St	East of Pleasant St	-	-	-	-	10	38	SECONDARY
Hampshire St	East of Spring St	-	-	-	-	8	30	SECONDARY
Blake St	Turner St	-	-	-	-	6	23	SECONDARY
Burns St	Turner St	-	-	1	13	8	31	SECONDARY
Goff St	South of Pine St	-	-	-	-	8	30	SECONDARY
Goff St/Gamage Ave	Hampshire St	-	-	-	-	11	41	SECONDARY
Goss St	Hampshire St	-	-	-	-	11	42	SECONDARY
Goss St	Goff St	-	-	-	-	10	38	SECONDARY
Willow St	East of Hampshire St	-	-	-	-	10	37	SECONDARY
Willow St	West of Hampshire St	-	-	-	-	10	38	SECONDARY
Lake St	West of Park Ave	-	-	1	15	7	30	SECONDARY
Lake St/Gamage Ave	East of Park Ave	-	-	1	15	13	50	SECONDARY
Library Ave	Spring St	-	-	1	15	9	34	SECONDARY
Manley Rd	Minot Ave	-	4	1	28	17	66	SECONDARY
Millett Dr	Minot Ave	-	-	1	17	13	50	SECONDARY
Park Ave	North of Lake St/Gamage Ave	-	-	1	15	12	46	SECONDARY
Park Ave	South of Lake St/Gamage Ave	-	-	1	15	11	42	SECONDARY
Parker St	Turner St	-	-	-	-	16	63	SECONDARY
Pettengill Park Rd	@ Hasty Armory	-	-	-	-	20	78	SECONDARY
Pettengill Park Rd	@ Hasty Armory	-	-	-	-	20	74	SECONDARY
Pettengill Park Rd	@ The Pond Building	-	-	-	-	12	46	SECONDARY
Pettengill Park Rd	@ The Pond Building	-	-	-	-	5	18	SECONDARY
Pride Rd	South of Minot Ave	-	-	-	-	15	58	SECONDARY
Glendale Ave	Minot Ave	-	-	-	-	14	54	SECONDARY
Stevens Mills Rd	North of Court St	-	-	-	-	14	42	SECONDARY
Stevens Mills Rd	South of Court St	-	-	-	-	11	48	SECONDARY
Stevens Mills Rd	North of Minot Ave	-	-	-	-	17	66	SECONDARY
Spring St	South of Library Ave	-	-	-	-	12	43	SECONDARY
Spring St	@ Hannaford's Parking Lot	-	-	-	-	10	36	SECONDARY
Spring St	Elm St	6	-	1	20	12	44	SECONDARY
Spring St	North of Hampshire St	-	-	-	-	7	26	SECONDARY
Spring St	South of Hampshire St	-	-	-	-	10	40	SECONDARY
Spring St	North of Drummond St	-	-	-	-	12	45	SECONDARY

Spring St	South of Drummond St	-	-	-	-	11	43	SECONDARY
Pleasant St	South of Hampshire St	2	2	1	40	11	42	SECONDARY
Pleasant St	North of Hampshire St	-	-	1	11	11	42	SECONDARY
High St	Minot Ave	2	2	1	22	15	61	SECONDARY
High St	North of Academy St	-	-	-	-	9	35	SECONDARY
High St	South of Academy St	2	2	-	-	13	50	SECONDARY
Drummond St	West of Spring St	-	-	-	-	8	30	SECONDARY
Drummond St	East of Spring St	-	-	-	-	9	34	SECONDARY
Drummond St	Between Spring St and Pleasant St	-	-	-	-	9	33	SECONDARY
Hotel Rd	North of Minot Ave	-	-	1	15	-	-	SECONDARY
Hotel Rd	South of Minot Ave	-	-	1	15	-	-	SECONDARY
Stetson Rd	Center St	2	2	1	20	-	-	SECONDARY
Joline Dr	Center St	2	2	1	20	-	-	SECONDARY
Turner St	Joline Dr	4	-	1	20	-	-	SECONDARY
Manley Rd	Rodman Rd	-	-	2	40	-	-	SECONDARY
Railroad St	Court St	2	-	1	15	-	-	SECONDARY
Rodman Rd	Manley Rd	-	-	2	40	-	-	SECONDARY
Mug Handle	Bowdoin St	-	-	1	27	-	-	SECONDARY

SECONDARY AREA TOTALS	388	107	74	2119	1632	6292
	Single	Double	Stop	Stop	Crosswalk	Crosswalk
	Arrows	Arrows	Bars	Feet	Blocks	Footage

CROSSWALKS, ARROWS & STOP BARS – SCHOOL

To be completed by August 12, 2016

Street	Intersection	Single Arrows	Double Arrows	Stop Bars	Stop Feet	Crosswalk Blocks	Crosswalk Footage	Area
Minot Ave	Allain Pk	-	-	-	-	13	51	SCHOOL
Minot Ave	@ Clover Manor	-	-	-	-	13	51	SCHOOL
Fairview Ave	Minot Ave	-	-	-	-	18	67	SCHOOL
Minot Ave	Madison St	-	-	-	-	13	51	SCHOOL
Allain Pk	Minot Ave	-	-	-	-	11	43	SCHOOL
Allain Pk	Poland Rd	-	-	-	-	16	63	SCHOOL
Poland Rd	North of Hazelhurst St	-	-	-	-	10	40	SCHOOL
Poland Rd/Caron Ln	Minot Ave	-	-	-	-	38	151	SCHOOL
Trask Ave	Poland Rd	-	-	-	-	10	38	SCHOOL
Ridgewood Ave	Poland Rd	-	-	-	-	10	39	SCHOOL
Old Farm Hill Rd	Minot Ave	-	-	-	-	5	20	SCHOOL
Madison St	Minot Ave	-	-	-	-	12	46	SCHOOL
Minot Ave	North of Elm St	-	-	-	-	17	67	SCHOOL
Monroe St	Minot Ave	-	-	-	-	11	42	SCHOOL
Harvard St	Lake Auburn Ave	-	-	-	-	10	40	SCHOOL
Lake Auburn Ave	Turner St	-	-	-	-	10	39	SCHOOL
Lake Auburn Ave	East of Whitney St	-	-	-	-	11	42	SCHOOL
Lake Auburn Ave	West of Whitney St	-	-	-	-	9	34	SCHOOL
Lake Auburn Ave	@ Wasburn School	-	-	-	-	9	35	SCHOOL
Lake Auburn Ave	South of Stanley St	-	-	-	-	8	32	SCHOOL
Whitney St	North of Lake Auburn Ave	-	-	-	-	7	25	SCHOOL
Whitney St	South of Lake Auburn Ave	-	-	-	-	9	34	SCHOOL
Whitney St	North of Dennison St	-	-	-	-	8	30	SCHOOL
Park Ave	Court St	-	-	1	15	12	40	SCHOOL
Park Ave School Driveway	Park Ave	6	-	1	20	23	66	SCHOOL
Court St	Holly/Haskell	-	-	-	-	14	48	SCHOOL
Court St	East of Park Ave	-	-	-	-	13	42	SCHOOL

Court St	Falcon Dr	-	-	-	-	13	52	SCHOOL
Falcon Dr	Court St	4	-	1	36	25	102	SCHOOL
Fairview Ave	Court St	-	-	1	22	16	62	SCHOOL
Allen Ave	Court St	-	-	1	12	9	36	SCHOOL
Dawes Ave	Court St	-	-	1	14	10	39	SCHOOL
Richardson St	Court St	-	-	-	-	11	41	SCHOOL
Millett Dr	Court St	-	-	-	-	11	42	SCHOOL
South Goff St	Court St	-	-	-	-	9	34	SCHOOL
Court St	East of Goff St	-	-	-	-	16	61	SCHOOL
Goff St	Court St	2	2	1	19	13	45	SCHOOL
James St	Court St	-	-	-	-	9	34	SCHOOL
Lake St	Court St	-	-	-	-	10	37	SCHOOL
Lake St	Court St	-	-	-	-	6	22	SCHOOL
Forest Ave	Court St	-	-	-	-	8	27	SCHOOL
Holly St	Court St	-	-	-	-	8	30	SCHOOL
Holly St	West of Fern St	-	-	-	-	7	32	SCHOOL
Holly St	East of Fern St	-	-	-	-	10	37	SCHOOL
Court St	East of Harris St	-	-	-	-	11	40	SCHOOL
Court St	West of Harris St	-	-	-	-	10	40	SCHOOL
Harris St	Court St	-	-	-	-	11	33	SCHOOL
Haskell St	Court St	-	-	-	-	7	25	SCHOOL
Fairmount Ave	Court St	-	-	-	-	8	28	SCHOOL
Highland Ave	Court St	-	-	-	-	13	49	SCHOOL
Prospect St	Court St	-	-	-	-	6	22	SCHOOL
Western Ave	Court St	6	-	1	24	13	51	SCHOOL
Josslyn St	Court St	-	-	-	-	8	33	SCHOOL
Dexter Ave	Court St	-	-	-	-	8	31	SCHOOL
Western Ave	Minot Ave	-	-	-	-	11	44	SCHOOL
Auburn Hieghts	Western Ave	-	-	-	-	20	70	SCHOOL
Auburn Hieghts	Lower High School Lot	-	-	-	-	6	23	SCHOOL
Elm St	Minot Ave	-	-	-	-	19	75	SCHOOL
Weaver St	Court St	-	-	-	-	7	28	SCHOOL
Russell Ave	Court St	-	-	-	-	8	32	SCHOOL
Clark St	Western Ave	-	-	-	-	9	30	SCHOOL

Goodrich Ave	Western Ave	-	-	-	-	10	36	SCHOOL
Merrill St	Western Ave	-	-	-	-	8	25	SCHOOL
Dana Ave	Western Ave	-	-	-	-	9	35	SCHOOL
Hazel St	Western Ave	-	-	-	-	6	22	SCHOOL
Kennedy Ave	Western Ave	-	-	-	-	6	23	SCHOOL
Court St	Stevens Mills Rd	-	-	-	-	11	44	SCHOOL
Court St	East of Park Ave		-	1	15	-	-	SCHOOL
Court St	West of Park Ave	6	-	1	25	-	-	SCHOOL
Court St	West of Falcon Dr	3	-	-	-	-	-	SCHOOL
Turner St	West of Lake Auburn Ave	-	-	-	-	12	47	SCHOOL
Turner St	North of Dennison St	-	-	-	-	11	46	SCHOOL
Turner St	South of Dennison St	-	-	-	-	11	46	SCHOOL
Frenchs Lane	East of Turner St	-	-	-	-	8	35	SCHOOL
Rowe St	West of Turner St	-	-	-	-	8	35	SCHOOL
Reed St	East of Turner St	-	-	-	-	8	35	SCHOOL
Vernon St	East of Turner St	-	-	-	-	10	36	SCHOOL
Dennison St	East of Turner St	-	-	1	15	10	39	SCHOOL
Dennison St	West of Turner St	-	-	1	15	10	39	SCHOOL
Dennison St	East of Summer St	-	-	1	15	8	30	SCHOOL
Dennison St	West of Summer St	-	-	1	15	8	30	SCHOOL
Dennison St	Gamage Ave	-	-	1	20	15	57	SCHOOL
Dennison St	Whitney St	-	-	-	-	9	34	SCHOOL
Dennison St	Pettengill Park Stairs	-	-	-	-	10	38	SCHOOL
Dennison St	East of Winter St	-	-	-	-	8	31	SCHOOL
Dennison St	West of Winter St	-	-	-	-	8	33	SCHOOL
Summer St	North of Dennison St	-	-	-	-	10	36	SCHOOL
Summer St	South of Dennison St	-	-	-	-	8	32	SCHOOL
Winter St	North of Dennison St	-	-	-	-	9	34	SCHOOL
Winter St	South of Dennison St	-	-	-	-	9	34	SCHOOL
Taylor St	Dennison St	-	-	-	-	7	27	SCHOOL
Brookside Cir	Dennison St	-	-	-	-	6	22	SCHOOL
Drummond St	West of High St	-	-	1	15	-	-	SCHOOL
Drummond St	East of High St	-	-	1	15	-	-	SCHOOL
Academy St	East of High St	-	-	-	-	12	45	SCHOOL

High St	North of Drummond St	-	-	1	15	-	-	SCHOOL
High St	South of Drummond St	-	-	1	15	-	-	SCHOOL
School St	Union St	-	-	1	18	-	-	SCHOOL
South Goff St	Court St	-	-	1	17	-	-	SCHOOL
South Main St	North of Broad St	-	-	1	15	-	-	SCHOOL
Stevens Mills Rd	North of Court St	-	-	1	15	-	-	SCHOOL
Stevens Mills Rd	South of Court St	-	-	1	15	-	-	SCHOOL
Stevens Mills Rd	North of Minot Ave	-	-	1	20	-	-	SCHOOL
Towle Ave	Minot Ave	2	-	1	28	21	82	SCHOOL
Broad St	South of Marion Dr	-	-	-	-	7	27	SCHOOL
Broad St	North of Mill St	-	-	-	-	12	27	SCHOOL
Cook St	South Main St/Roy St	-	-	-	-	9	36	SCHOOL
Cook St	West of South Main St	-	-	-	-	13	48	SCHOOL
Cook St	East of South Main St	-	-	-	-	11	42	SCHOOL
Dunn St	South Main St	-	-	-	-	13	46	SCHOOL
Fifth St	West of South Main St	-	-	-	-	22	86	SCHOOL
Fifth St	East of South Main St	-	-	-	-	12	46	SCHOOL
Fifth St	Mary Carroll St	-	-	-	-	10	38	SCHOOL
Sixth St	East of South Main St	-	-	-	-	11	36	SCHOOL
South Main St	North of Cook St	-	-	-	-	13	50	SCHOOL
South Main St	South of Cook St	-	-	-	-	16	67	SCHOOL
Marion Dr	Broad St	-	-	-	-	18	72	SCHOOL
Marion Dr	Sherwood Dr	-	-	-	-	17	66	SCHOOL
Mary Carroll St	North of Fifth St	-	-	-	-	11	44	SCHOOL
Nineteenth St	Sherwood Dr	-	-	-	-	6	22	SCHOOL
Josslyn St	West of Fern St	-	-	-	-	7	26	SCHOOL
Josslyn St	East of Fern St	-	-	-	-	8	31	SCHOOL
Davis Ave	North of Lake St	-	-	-	-	10	37	SCHOOL
Davis Ave	South of Lake St	-	-	-	-	9	34	SCHOOL
Davis Ave	West of Granite St	-	-	-	-	10	35	SCHOOL
Davis Ave	East of Granite St	-	-	-	-	10	35	SCHOOL
Lake St	North of Fern St	-	-	-	-	9	35	SCHOOL
Lake St	East of Davis Ave	-	-	-	-	9	34	SCHOOL
Lake St	West of Davis Ave	-	-	-	-	9	34	SCHOOL

Fern St	North of Holly St	-	-	-	-	9	35	SCHOOL
Fern St	North of Granite St	-	-	-	-	6	27	SCHOOL
Fern St	South of Granite St	-	-	-	-	8	30	SCHOOL
Granite St	Court St	-	-	-	-	9	39	SCHOOL
Granite St	West of Fern St	-	-	-	-	7	27	SCHOOL
Granite St	East of Fern St	-	-	-	-	7	27	SCHOOL
Granite St	North of Orchard St	-	-	-	-	7	28	SCHOOL
Granite St	South of Orchard St	-	-	-	-	8	31	SCHOOL
Granite St	North of Davis Ave	-	-	-	-	8	30	SCHOOL
Granite St	South of Davis Ave	-	-	-	-	12	45	SCHOOL
Orchard St	West of Granite St	-	-	-	-	8	32	SCHOOL
Conant Ave	Granite St	-	-	-	-	8	31	SCHOOL
Oak Hill Rd	Andrew Dr	-	-	-	-	19	75	SCHOOL
Oak Hill Rd	North of Fair St	-	-	-	-	8	30	SCHOOL
Andrew Dr	@ East Auburn School Driveway	-	-	-	-	6	24	SCHOOL

	29	2	26	470	1404	2811
SCHOOL AREA TOTALS	Single	Double	Stop	Stop	Crosswalk	Crosswalk
	Arrows	Arrows	Bars	Feet	Blocks	Footage

CROSSWALKS, ARROWS, & STOP BARS - DOWNTOWN

To be completed by October 7, 2016

Street	Intersection	Single Arrows	Double Arrows	Stop Bars	Stop Feet	Crosswalk Blocks	Crosswalk Footage	Area
Mechanics Row	Main St	-	-	1	12	-	-	DOWNTOWN
Mechanics Row	100 feet from Main St	-	-	-	-	12	23	DOWNTOWN
Mechanics Row	South of Court St	-	-	-	-	13	52	DOWNTOWN
Main St	South of Court St	4	4	1	20	15	51	DOWNTOWN
Main St	North of Mechanics Row	1	-	1	20	-	-	DOWNTOWN
Main St	South of Elm St	6	-	-	-	-	-	DOWNTOWN
Main St	North of Academy St	6	-	1	21	-	-	DOWNTOWN
Main St	South of Academy St	8	-	1	22	-	-	DOWNTOWN
Main St	North of Mill St	4	4	1	25	-	-	DOWNTOWN
Main St	North Miller St	-	-	-	-	12	40	DOWNTOWN
Main St	Miller St	-	-	-	-	12	22	DOWNTOWN
Main St	Parking Garage Exit	3	-	1	20	10	79	DOWNTOWN
Main St	North of Mechanics Row	-	-	-	-	12	20	DOWNTOWN
Main St	North of Mechanics Row	-	-	-	-	12	20	DOWNTOWN
Main St	Miller St Alley	-	-	-	-	12	27	DOWNTOWN
Main St	Vine St	-	-	-	-	13	30	DOWNTOWN
Main St	Elm St	-	-	-	-	14	40	DOWNTOWN
Main St	Academy St	-	-	-	-	13	45	DOWNTOWN
Main St	Newbury St	-	-	-	-	14	52	DOWNTOWN
Miller St Alley	Main St	-	-	1	12	5	23	DOWNTOWN
Elm St	Main St	6	-	1	20	15	45	DOWNTOWN
Academy St	Main St	6	-	1	20	12	47	DOWNTOWN
Drummond St	Main St	-	-	1	15	10	31	DOWNTOWN
Vine St	Main St	-	-	1	20	8	22	DOWNTOWN
Court St	Longley Bridge	9	-	2	41	21	85	DOWNTOWN
Court St	West of Turner St	-	6	1	26	13	59	DOWNTOWN

Court St	East of Turner St	3	3	1	25	16	56	DOWNTOWN
High St	Court St	-	-	1	15	11	44	DOWNTOWN
Court St	Pleasant St	-	-	-	-	13	57	DOWNTOWN
Pleasant St	Court St	-	-	-	-	12	47	DOWNTOWN
Pleasant St (Court House)	Court St	-	-	-	-	13	57	DOWNTOWN
Court St	East of Spring St	6	-	-	25	14	56	DOWNTOWN
Court St	West of Spring St	6	-	1	20	15	57	DOWNTOWN
Court St	East of Union St	12	-	1	34	15	64	DOWNTOWN
Court St	West of Union St	14	3	1	32	18	74	DOWNTOWN
Railroad St	Court St	-	-	-	-	10	41	DOWNTOWN
Court St	Main St	6	-	1	30	15	60	DOWNTOWN
Laurel Ave	Main St	-	-	-	-	9	40	DOWNTOWN
Newbury St	Main St	-	-	-	-	10	31	DOWNTOWN
Great Falls Plaza	East of Turner St	3	3	1	23	13	72	DOWNTOWN
Hampshire St	West of Turner St	3	3	1	25	15	72	DOWNTOWN
Great Falls Plaza	North of Post Office	-	-	1	22	8	53	DOWNTOWN
Great Falls Plaza	East of Post Office	-	-	-	-	8	36	DOWNTOWN
Great Falls Plaza	@ Banknorth Parking Lot	-	-	-	-	8	24	DOWNTOWN
Great Falls Plaza	@ Key Bank Driveway	-	-	-	-	8	22	DOWNTOWN
Great Falls Plaza	Court St	6	-	1	20	12	47	DOWNTOWN
Post Office North Driveway	Great Falls Plaza	-	-	-	-	6	36	DOWNTOWN
Post Office South Driveway	Great Falls Plaza	-	-	-	-	6	26	DOWNTOWN
Miller St	Main St	-	-	-	-	5	19	DOWNTOWN
Newbury St (Roopers)	Main St	-	-	-	-	12	24	DOWNTOWN
North Miller St	Main St	-	-	-	-	5	18	DOWNTOWN
Turner St	North of Center St/Union St	6	-	1	30	20	74	DOWNTOWN
Turner St	South of Center St	8	-	1	26	15	71	DOWNTOWN
Turner St	North of Hampshire St	6	3	1	45	18	72	DOWNTOWN
Turner St	South of Hampshire St	6	3	1	41	18	72	DOWNTOWN
Turner St	@ YMCA	-	-	-	-	19	74	DOWNTOWN
Troy St	Turner St	-	-	-	-	8	45	DOWNTOWN
Pleasant St	Turner St	-	-	-	-	14	71	DOWNTOWN
Benjamin St	Turner St	-	-	1	20	10	55	DOWNTOWN
Benjamin St	Union St	-	-	1	18	11	40	DOWNTOWN

Hampshire St	West of Union St	2	2	1	19	13	54	DOWNTOWN
Hampshire St	East of Union St	2	2	1	18	13	54	DOWNTOWN
Union St	South of School St/Library Ave	-	-	-	-	23	87	DOWNTOWN
Union St	South of Hampshire St	6	3	1	38	18	64	DOWNTOWN
Union St	North of Hampshire St	6	3	1	38	20	77	DOWNTOWN
Union St	South of Summer St	-	-	-	-	16	60	DOWNTOWN
Summer St	Union St	-	-	1	17	11	42	DOWNTOWN
Union St	South of Turner St	3	3	1	27	18	64	DOWNTOWN
Library Ave	Union St	-	-	-	-	12	45	DOWNTOWN
Rite Aide Driveway	Union St	-	-	-	-	19	74	DOWNTOWN
School St	Union St	-	-	-	-	10	38	DOWNTOWN
Webster St	Union St	-	-	-	-	12	46	DOWNTOWN
Spring St	North of Court St	2	2	1	20	12	47	DOWNTOWN
Spring St	South of Court St	3	3	-	20	13	50	DOWNTOWN
Turner St	North of Court St	6	3	1	48	21	87	DOWNTOWN
Union St	North of Court St	16	-	1	50	24	97	DOWNTOWN
Union St	Rite Aide Turn Lanes	4	-	-	-	-	-	DOWNTOWN
Minot Ave	South of Court St (Union St end)	16	-	1	58	26	108	DOWNTOWN

	204	53	41	1098	939	2933
DOWNTOWN AREA TOTALS	Single	Double	Stop	Stop	Crosswalk	Crosswalk
	Arrows	Arrows	Bars	Feet	Blocks	Footage

PROPOSED PRICING

Estimated Quantity	Description	Unit Price	Unit
850	Single Arrow		Each
225	Double Arrow		Each
4,950 Ft	Stop Bar, 2' Width		Ft
60	Bike Lane Stencil		Each
1500 Ft	Gore Painting		Ft
5170	Crosswalk – Blocks 2' x 6',6", piano key style		Each
20,000 Ft	Parking Stall Lines		Ft
20	Rail Road Crossing Symbol & Stop Bar		Each
20	Handicap Parking Symbol		Each
<u>Total</u>		\$	

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 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:

