

CONTRACT DOCUMENTS
FOR
HILLCREST STREET RETAINING WALL
AUBURN, MAINE

February 9, 2016

Tony Beaulieu P.E., *City Engineer*
Derek Boulanger, *Facilities Manager/Purchasing Agent*
Kris Bennett E.I., *Project Engineer*

City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services

February 9, 2016

Dear Bidder:

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

Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: **"Hillcrest Street Retaining Wall Project – Bid #2016-024"**.

Bid packages will be available beginning on Tuesday, February 9, 2016. Documents can be obtained from the City of Auburn's website: www.auburnmaine.gov/business/bid-notice. Questions regarding this Request for Proposals should be directed to Kris Bennett E.I., Project Engineer, at (207) 333-6601, ext. 1134, kbennett@auburnmaine.gov.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Tuesday, March 8th, 2016**. 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. The City will notify the successful Bidder, if any, in writing on or before March 15, 2016.

Sincerely,

Derek Boulanger
Facilities Manager/Purchasing Agent

60 Court Street • Suite 114 • Auburn, ME 04210
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6620 Fax

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. 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 review by the City.
3. Bids will be opened by the Municipal Officers for the City of Auburn on March 8, 2016.
4. Bids will be judged on the following criteria: structure features, project schedules, project team, impacts to Site, geotechnical design, construction approach, previous work, and total project cost.
5. 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.
6. 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.
7. 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.
8. No contract may be assigned without the written consent of the Purchasing Director or his designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
9. Please state **"Hillcrest Street Retaining Wall Project – Bid # 2016-024"**, on submitted, sealed envelope.
10. 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.
11. All work must be completed from 7:00AM to 6:00PM. The substantial completion date for this project is August 12th, 2016 and final completion date for this project is August 26, 2016. Liquidated damages of \$500/calendar day will be assessed on uncompleted work.

GENERAL CONDITIONS

1. Equal Employment Opportunity

The City of Auburn is an Equal Opportunity Employer and shall not discriminate against an applicant for employment, and employee or a citizen because of race, color, sex, marital status, physical and/or mental handicap, religion, age, ancestry or natural origin, unless based upon a bona-fide occupation qualification. Vendors and contractor or their agents doing business with the City shall not violate the above clause or the Civil Rights Acts of 1964. Violations by vendors shall be reviewed on a case-by-case basis and may mean an automatic breach of contract or service to the City of Auburn.

2. Indemnification

The approved Contractor indemnifies, defends, and holds harmless the City, its officers, employees, officials, agents, and consultants from and against any claims, actions, torts, costs, losses, and damages for bodily injury, sickness, disease, or death and property damage arising out of or relating to this project or the performance of the project work by the Contractor, its subcontractors, sub-consultants, engineers, suppliers, any individuals directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting only claims directly and solely caused by the negligence of the City. Damages also include, but are in no way limited to, all dispute resolution costs including court costs, attorney's fees, and the fees of engineers and consultants, arbitrators, and other professionals related to dispute defense and preparation. This indemnity obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable.

3. Bonding

Bonds shall comply with the contract. A performance bond in the amount of 100% of total contract value will be required for this contract. The Bidders shall procure bonds from a company organized in the United States, licensed and approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies". The bonds shall be for the full lump sum contract price, payable to the "City of Auburn", and on the provided forms or on forms that do not contain significant variations from the forms provided. By issuing a bond, the Surety must agree to be bound by all terms of the contract, including those related to payment, time of performance, quality, and warranties.

4. Payment Procedure

A. Schedule of Values

The Proposer/Contractor shall provide a schedule of values. This schedule shall include quantities and price of items which when added together equal the lump sum contract price and subdivides the work into component parts in sufficient detail to serve as the

basis for progress payments during the performance of the work. The City retains the right to dispute payment schedule/values.

B. Application for Progress Payments

The Proposer/Contractor shall submit an application for payment in accordance with work already completed as defined by the schedule of values. The City shall make payment on approved applications within 30 days of the date of application. These progress payments will be made in an amount not to exceed 90% of the lump sum contract price. 10% shall be held as retainage.

C. Final Payment

After the Proposer/Contractor has, in the opinion of the City, satisfactorily completed all contract work application can be made for final payment. Upon final completion and acceptance of the work by the City, payment of 80% of the retainage shall be made. The remaining 20% of the retainage amount shall be held by the City for up to one year.

5. Proposer/Contractor Responsibility

A. General/Scope of Work

This project seeks to rehabilitate the existing Hillcrest Street Wall. The finish surface shall be uniform; structurally, geometrically, and aesthetically. The Proposer/Contractor, acting as the Designer and Builder of the project, is responsible for the design, planning, permitting, site evaluation, construction, and all other aspects of project work and completion. The Proposer/Contractor is responsible for the project evaluation and determining the scope of work necessary to complete the project. Further, the City will not be responsible for the miscalculations, omissions, errors, inconsistencies, or other defects relating to the project or the scope of work.

B. Local, State, and Federal Laws

The Proposer/Contractor shall comply with all local, state, and federal laws and permitting requirements applicable to the project work. Special attention shall be paid to environmental regulation and permitting. It is the responsibility of the Proposer/Contractor, in coordination with the City, to obtain all environmental approvals and permits following award of the contract. The cost of obtaining all environmental approvals and permits shall be borne by the Proposer/Contractor. The Proposer/Contractor shall coordinate with the various environmental agencies, including but not limited to Maine Department of Environmental Protection, Inland Fisheries and Wildlife, Department of Marine Resources, and all other agencies having jurisdiction over any aspects of the project. The City will be designated as the applicant for all environmental approvals. All applications for required environmental approvals or amendments to those applications will be prepared by the Proposer/Contractor. The City will review and comment on the applications, sign applications where applicable, and submit the application to the agency with jurisdiction. The City will be provided a reasonable opportunity to review and comment on completed applications, negotiations, or amendments for environmental approvals prior to their submission. The Proposer/Contractor is solely responsible for the timing of permit applications.

C. Quality Control & Warrantee

The Proposer/Contractor is responsible for all aspects of the quality of design and construction, including but not limited to labor, equipment, materials, incidentals, processes, and construction methods. The City will employ an independent testing agency to conduct construction quality control testing for earthwork and cast-in-place concrete. Agency name and contact information will be provided to the Proposer/Contractor upon execution of the contract. The Proposer/Contractor shall adhere to general testing and quality control requirements under this project. The Proposer/Contractor shall:

1. Schedule, coordinate, and facilitate all testing and inspections with the City's independent testing agency.
2. Cooperate with the testing agency to provide access to the work for testing.
3. Provide representative samples of materials to be tested, in requested quantities.
4. Furnish labor and facilities to provide access to work to be tested, to obtain and handle samples at the site, to facilitate inspections and tests, for storage and curing of test samples.
5. Assure that required inspection, sampling, and testing has been conducted prior to commencement of any work which would alter or cover the work and/or materials to be inspected, sampled, and/or tested.
6. Allow all work under this contract to be inspected and observed by representatives of the City.

Quality control testing for earthwork shall be conducted at frequencies deemed necessary by the testing agency to assure that design standards are met or exceeded. Quality control testing for cast-in-place concrete shall be conducted in a manner deemed necessary by the testing agency to assure that design standards are met or exceeded. It shall be the sole responsibility of the Proposer/Contractor to coordinate with the testing agency to assure that a representative of the testing agency is present during all concrete placements. In the event that any quality control testing, inspection, or observation results in any indication that any material, work, or portion thereof does not meet contract requirements, as deemed by the City's independent testing agency, the Proposer/Contractor shall, at its sole expense, undertake remedial work and repeat testing to the satisfaction of the City and its testing agency.

The Proposer/Contractor shall warrantee their work free of defects for a period of two years. Any defects resulting within two years shall be corrected by the Proposer/Contractor with no cost to the City.

D. Coordination

The Proposer/Contractor is solely responsible to coordinate with all subcontractors and material suppliers. The Proposer/Contractor shall also ensure that it meets all required installation specifications required by material suppliers in addition to the requirements contained in Section 5 of this document. All materials used in this project must, at a minimum, meet the specifications of the preliminary design contained herein or applicable standards listed in Section 5 of this document, whichever is more rigorous.

6. Structure Design Element Standards

A. Design Document Standards

The Proposer/Contractor shall prepare design documents in electronic and hard copy format in accordance with the standard requirements of the Maine Department of Transportation (MaineDOT). Design documents shall include preparation and furnishing of plans, special provisions, quantities, reports and other documents as required for the contract work. Design documents shall be prepared in US Customary units and shall use conventions used by the MaineDOT. Final drawings for all structures shall include but not be limited to general notes, structure notes, plan and elevation, wall sections and elevations. All documents prepared hereunder shall be completed in a prudent, timely, and workmanlike manner consistent with the standard of care and expertise employed by engineers and builders customarily operating in New England.

B. Design Submittal and Review Process (Including Changes)

The Technical Proposal submitted by the Proposer/Contractor shall serve as the preliminary design submission. Any changes to the preliminary design submission may be requested prior to the acceptance of any proposal as part of the clarification process. The Proposer/Contractor will have ten (10) days to respond to any such request and the response shall include the effect of requested changes on the lump sum price proposal. After the execution of a contract the Proposer/Contractor shall submit a draft Final Design. City reviews of design plans and specifications will consist mainly of checks to ensure that contract requirements and design standards are met. The reviews may, at the City's discretion include but are not limited to, design plans, special provisions, reports, geotechnical information, shop drawings, and other relevant design information. Fifteen (15) working days after complete submittal of the Draft Final Design has been made, the City may submit to the Proposer/Contractor comments on the design. The Proposer/Contractor shall schedule a comment resolution meeting with all interested parties to discuss and resolve any comments. The Final Design submission shall be a complete design package to include a final set of design drawings, computations, and special provisions, incorporating all City comments from the Draft Final Design stage. The plans and computations shall be sealed by a Professional Engineer registered in the State of Maine.

C. Design Standards

Project designs under this contract shall be prepared in accordance with the requirements and standards of the MaineDOT and current AASHTO Standard Specifications. The Proposer/Contractor shall be responsible for the identification and application of the standards to be used in preparation of design documents. All designs prepared hereunder shall be completed in a prudent, timely, and workmanlike manner consistent with the standard of care and expertise employed by engineers and builders customarily operating in New England.

D. Construction Standards

Construction under this contract shall be governed by and performed in accordance with the Best Management Practices for Erosion and Sediment Control, the MaineDOT

Standard Specifications November 2014, MaineDOT Standard Details November 2014, and the United States Department of Transportation Manual on Uniform Traffic Control with all addenda, supplements, and revisions thereto. All construction materials shall be in accordance with the MaineDOT Standard Specifications. No experimental or previously unapproved materials shall be used. The Proposer/Contractor shall be responsible for the identification and application of the standards to be used in construction. All construction undertaken hereunder shall be completed in a prudent, timely, and workmanlike manner consistent with the standard of care and expertise employed by engineers and builders customarily operating in New England.

7. Technical Proposal Requirements

A. General

The purpose of the Technical Proposal is to demonstrate the Proposer/Contractor's understanding of the project and its approach and ability to complete said project. The Technical Proposal will consider and address issues relative to the Proposer/Contractor's proposed treatment type, anticipated impacts, and other design features. The Technical Proposal shall include a Narrative, a preliminary Project Schedule, and a Preliminary Design as outlined below. During the preparation of the proposal, Proposer/Contractors shall not take advantage of any ambiguity, error, omission, conflict, or discrepancy contained in this request, information provided by the City, site conditions, or any other information that may affect the cost, quality, conformity, or timeliness of the work. If a Proposer/Contractor discovers any such discrepancy, it must notify the City Contacts immediately in writing.

B. Narrative

Proposals shall include a brief description of the team, including firm size, area of specialization, location of corporate headquarters, and any satellite offices that will handle this project. It is expected that at a minimum, teams will consist of an Engineer experienced in structural and geotechnical design, and a Contractor specializing in wall restoration. Provide the name of project team members and a brief list of qualifications of key personnel. The team leader shall be identified and a description of previous relevant projects shall be provided. The individuals responsible for leading the design, environmental permitting, and construction efforts shall be clearly identified. The City may request additional information be provided regarding the team.

C. Scope of Services

Describe the approach and technical plan for accomplishing the work listed herein. The Proposer/Contractor is encouraged to elaborate and improve upon the preliminary design provided by the City.

D. Project Schedule

The Proposer/Contractor shall submit a detailed schedule for completing the scope of work for both the design and construction phases. The schedule must conform, at a minimum with the dates provided in Section 1 of this request.

E. References

Three references, including current contact name and phone number for projects of similar construction and scale completed by the Proposer/Contractor shall be provided.

F. Plans/Sketches

Technical Proposals shall include drawings that clearly demonstrate the Proposer/Contractor's intended design concept. Drawings shall contain an appropriate level of detail to convey to the City that the design concept is well thought out, takes into account site specific conditions, and addresses the requirements of this request. Plans shall include:

1. A general plan including site layout, structure location, proposed surface treatment, toe of all slopes, and cut/fill lines.
2. A Structure Section View
3. A Structure Elevation View
4. Seal by a Professional Engineer

8. Price Proposal Requirements

A. Lump Sum Price

The Proposer/Contractor shall indicate a lump sum price offered to complete all aspects of the project contained in this request and in the Technical Proposal presented in conjunction with this price proposal. The lump sum price shall be all inclusive for all work needed to complete all aspects of the work necessary to complete the project. The Proposer/Contractor shall provide a schedule of values as described in section 3B of this request.

B. Proposal Guaranty

The Proposer/Contractor shall provide a Proposal Guaranty made payable to the "City of Auburn", in an amount equal to five percent (5%) of the Proposer's lump sum Contract Price. Proposal Guaranties shall be one of the following; a Proposal Bond conforming to section 2B of this request, a cashier's check, a certified check, or a United States Postal money order. Additionally, each Proposer must submit certification of the Proposer's ability to be bonded in the full lump sum Contract Price. The Proposal Guaranty of all Proposers, except the chosen Proposer, shall be retained until a contract has been executed between the City and the chosen Proposer/Contractor. The Proposal Guaranty of the successful Proposer/Contractor shall be retained until such Proposer/Contractor has executed the contract and furnished the required Performance and Payment Bonds. If the successful Proposer/Contractor fails to execute and deliver the contract documents and furnish the required Performance and Payment Bonds within seven (7) days of receipt of the contract as executed by the City, the City may annul the Notice of Intent to Award and the Proposal Guaranty shall be forfeited by the Proposer/Contractor to the City.

9. Information Provided by the City

A. Existing Design Information

The City has provided a description of proposed work in narrative form for the rehabilitation of the Hillcrest Street Retailing Wall.

B. City Contacts

Kris Bennett E.I.
Project Engineer
60 Court Street
Auburn, ME 04210
207-333-6601 x 1134

C. Communication/Clarification

Proposer/Contractors shall direct questions, including requests for explanations or interpretation, in writing to the City Contact listed above. All questions and clarifications must be submitted in writing to the City Contact no later than March 1, 2016. The City will respond to all requests to the best of his ability within five (5) working days. Regardless of the level of completion or suitability of any portion of this request or other documentation provided by the City, the Proposer/Contractor shall be solely responsible for the project design, and the City shall have no liability or obligation as a result of the information it provides.

BID PROPOSAL FORM

Due: Tuesday, March 8th, 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 _____

BID FORM

DESCRIPTION	UNIT	TOTAL COST
Retaining Wall Rehabilitation	LS	
Total		

Written total amount is: _____

Company Name: _____

Signed by: _____

Title: _____

Print Name: _____

Address: _____

Tel. # _____ Fax # _____

Date: _____

Addendum Acknowledged:

_____ Date _____

SCOPE OF WORK

The following scope of work is being proposed for the Hillcrest Street Retaining Wall Project for the City of Auburn. The scope of work is a brief overview of the expected extent of work on the retaining wall. This is only a proposed scope. Items and extent may be added or deleted as work progresses or to meet the available funding for this work. Refer to Appendix A for photographs of the existing conditions of the proposed project. The Bidder is encouraged to propose alternate designs. In all instances, alternate designs must meet the Technical requirements outline in this request.

Entire Retaining Wall

- Middle Section (Photo 6) of retaining wall shall remain in existing condition with improvements limited to the addition of fencing and curbing.
- Fencing proposed to extend from Section 1 Retaining Wall to Section 2 Retaining Wall staircase with accommodations for the existing parking space.
- Granite curbing proposed from Section 1 retaining wall to the parking space of Section 2 Retaining Wall (Approximately 110 linear feet).

Retaining Wall Section 1 (Photos 1 & 2)

- Rehabilitate this south section of retaining wall spanning approximately 48' ranging in exposed height from 1.5' to 6'.
- Remove tree and stump located approximately 2' offset from the retaining wall and 25' from the parking spot.

Retaining Wall Section 2 (Photos 3 – 5)

- Rehabilitate this north section of retaining wall spanning approximately 33' ranging in exposed height from 2' to 5'.
- This section extends approximately 10' north of the staircase.
- Staircase shall be removed and replaced

SPECIAL PROVISIONS

The following Supplemental Specifications and Special Provisions shall amend the "Maine, Department of Transportation Standard Specifications, **November 2014 Edition**" including any and all applicable revisions and special provisions. In case of conflicts, these Supplemental Specifications (1) and Special Provisions (2) shall take precedence and shall govern.

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

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

F-1 Work Hours

No work shall proceed on this project prior to the hour of 7:00 AM or after 6:00 PM (prevailing time) on any working day unless the City has granted prior approval. The definition of work for this specification shall include starting or moving of equipment, machinery, or materials. Any day worked for four hours or more will be considered a full working day.

F-2 Notification of Residents

Residents shall be notified sufficiently in advance of any construction affecting the driveway to allow adequate time for their removal of personal vehicles. Locations of cuts for drive access affecting individual residents shall be brought to their attention.

F-3 Protection of Trees

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

F-4 Maintenance and Protection of Traffic

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

The Contractor shall be held responsible for all damage to the work due to any failure of the warning devices to properly protect the work from the traffic, pedestrians or other causes.

Traffic control shall be in accordance with the City of Auburn's Traffic Detail Policy effective April 1, 2006.

F-4A Materials

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

F-5 Survey

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

F-6 Waste Areas

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

F-7 Occupational Safety and Health

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

F-8 Pre-Construction Conference

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

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

F-9 Schedule of Operations

The above-mentioned schedule of operations in Section F-10 shall consist of a bar chart detailing the activities included in the contract. Although a bar chart is acceptable as a minimum, more complex and detailed schedules (i.e., flow charts, critical paths, etc.) are encouraged and will be accepted by the City. Updates will be required.

F-10 Traffic Officers

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

F-11 Limitation of Operations

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

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

F-12 Questions Regarding Plans and Documents

All questions shall be directed in writing to the email kbennett@auburnmaine.gov and must be received by 4:00 p.m. local time on March 1, 2016. Any firm interested in submitting a qualification package for this work shall notify the Project Engineer by 4:00 p.m. local time on February 18, 2016 in order to assure that any changes can be properly disseminated to all interested parties. All questions will be answered by 4:00 p.m. local time on March 2, 2016 and emailed to all interested parties.

Kris Bennett E.I.
Project Engineer
Engineering Division
Tel. 333-6601 ext. 1134

F-13 Record Drawings

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

F-14 Waste Material

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

F-15 Quality Assurance

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

F-17 Bids

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

BID BOND

KNOW ALL BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as OWNER in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2016.

The Condition of the above obligation is such that whereas the principal has submitted to _____ a certain BID,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for all and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (L.S)

Surety

By: _____

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

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.

Commercial General Liability to include products and completed operations, and blanket contractual. The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
Per Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Medical Payments	\$10,000

(b) Business Automobile Liability

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractors to maintain business automobile liability insurance covering all owned non-owned, leased, rented or hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage	\$1,000,000
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Automobile physical damage coverage shall be at the option of the CONTRACTOR, all sub-contractors and lower tier contractors. The CITY shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

Workers' Compensation Insurance

The CONTRACTOR shall maintain and cause all sub-contractors and lower tier contractor's to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$100,000/\$500,000/\$100,000

Professional Liability

If the CONTRACTOR is an Architect, Engineer or Surveyor, they shall maintain a policy of insurance to pay on their behalf whatever amounts that may become legally required to pay on account of an error, omission or negligent act.

Limits of Liability shall be as follows:

\$1,000,000 per occurrence and in the aggregate site specific.

It is a requirement that this policy be maintained for a period of three (3) years following completion of the project.

Certificates of Insurance of the types and in the amounts required shall be delivered to the CITY prior to the commencement of any work by the CONTRACTOR, subcontractor or lower tier contractor or any person or entity working at the direction or under control of the CONTRACTOR. The CONTRACTOR shall assume the obligation and responsibility to confirm insurance coverage for all sub-contractors or lower tier contractors who will participate in the project.

The Certificate of Insurance and the policies of insurance shall include a sixty (60) day notice to the CITY of cancellation, non-renewal or material change in coverage or form.

The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries

or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

Waiver of Subrogation

Payment of any claim or suit including any expenses incurred in connection therewith by the CITY, or any insurance company on behalf of the CITY shall not constitute a waiver of subrogation against the CONTRACTOR, sub-contractors or any lower tier contractor in the event that such claim or suit was caused by or contributed to as a result of the negligent acts of the CONTRACTOR, any sub-contractors or lower tier contractors.

Construction Agreement

The CONTRACTOR shall and does hereby agree to indemnify, save harmless and defend the CITY from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damages to property, caused by the CONTRACTOR, his employees, agents or sub-contractors or in any way attributable to the performance and execution of the work herein contracted for, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and suppliers, injuries to persons or damage to property, liens, garnishments, attachments, claims, suits, costs, attorney's fees, costs of investigation and defense. It is the intention of this paragraph to hold the CONTRACTOR responsible for the payment of any and all claims, suits, or liens, of any nature character in any way attributable to or asserted against the CITY, or the CITY and the CONTRACTOR, which the City may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the CITY and/or the sole negligence of the CITY's agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

DAMAGES:

9. The CONTRACTOR shall defend, indemnify and save harmless the CITY and all persons acting for or in behalf of it against all claims for injuries (including death), loss or damage, arising out of the performance out this contract.

LIENS:

10. Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR, if required, shall deliver to the CITY a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the CONTRACTOR may, if any SUB-CONTRACTOR refuses to furnish a release or receipt in full, furnish a bond satisfactory to the CITY to indemnify it against any lien. If any lien remains unsatisfied after all payment are made, the CONTRACTOR shall refund to the CITY all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

11. Neither party to the Agreement shall assign the Agreement or sublet it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any moneys due or to become due to it hereunder, without the previous written consent of the CITY.

SUBCONTRACTS:

12. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the CITY. The CONTRACTOR agrees that it is as fully responsible to the CITY for the acts and omissions of its SUB-CONTRACTORS and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

USE OF PREMISES:

13. The CONTRACTOR shall confine its apparatus, the storage of materials and operations of its workers to limits indicated by law, ordinance and permits and shall not otherwise unreasonably encumber the premises with its materials. If any part of the project is completed and ready for use, the CITY may, by written and mutual consent, without prejudice to any of its rights or the rights of the CONTRACTOR, enter in and make use of such completed parts of the project. Such use or occupancy shall in no case be construed as an acceptance of any work or materials.

CLEANING UP:

14. The CONTRACTOR shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the project, and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean" or its equivalent, unless more exactly specified. In case of dispute, the CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

15. Unless otherwise agreed to, the CITY shall make payments on account of the Agreement as follows:

Within 30 days, as invoices are submitted for work completed to the satisfaction of the CITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

BY: _____ BY: _____
Witness Finance Director

BY: _____ BY: _____
Witness Contractor

APPENDIX A

PHOTOGRAPHS



Photo 1: Retaining Wall Section 1 To Be Rehabilitated



Photo 2: Retaining Wall Section 1 Plan View



Photo 3: Retaining Wall Section 2 To Be Rehabilitated



Photo 4: Retaining Wall Section 2 Plan View



Photo 5: Retaining Wall Section 2 Stairs



Photo 6: Retaining Wall To Remain (between Section 1 and Section 2)