



## City of Auburn, Maine

Planning & Permitting Department

60 Court Street | Auburn, Maine 04210

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

July 1, 2024

Dear Bidder:

The City of Auburn is accepting written proposals for the **Clean-up and demolition of 199 Davis Avenue.** The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves itself the exclusive right to accept any proposal when it is deemed by the City to be in its best interest. The City of Auburn is governed by Title 1 M.R.S.A. § 401-410, otherwise known as the Freedom of Information Act, which considers bid specifications as public documents. In awarding any proposal, the City may consider, but not be limited to, any of the following factors: Bidder qualifications, price, experience, financial standing with the City, warranties, references, bonding, delivery date, and service of Bidder. Vendors/Contractors shall be current on all amounts due to the City of Auburn prior to the City entering into any contract agreement. The bidders shall not have any existing land use violations within the City. Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: "**BID #2025-002 Demolition 199 Davis Avenue.**"

A **pre-bid meeting** and site walk is scheduled for **2:00pm on July 11, 2024**, at 199 Davis Avenue, Auburn Maine. Questions regarding this project should be directed to Amanda Denning, Purchasing Analyst via email [adenning@auburnmaine.gov](mailto:adenning@auburnmaine.gov) **questions are due by 2:00pm July 15, 2024.**

Please submit your proposal to the City of Auburn by 1:30 p.m. **Tuesday July 23, 2024.** Proposals must be delivered to **Amanda Denning, Purchasing Analyst, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above. Proposals will be opened at 1:30 p.m. on that date in Room 204, Auburn City Hall.

Sincerely,

A handwritten signature in black ink that reads "Amanda Denning".

Amanda Denning  
Purchasing Analyst

## CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on the basis of each item, or as a group, whichever is in the best interest of the city. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, an exemption certificate will be furnished with the Purchase Order when required.
9. No contract may be assigned without the written consent of the Purchasing Director or his designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
10. Please state "**BID #2025-002 Demolition 199 Davis Avenue**", on submitted, sealed envelope.
11. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.
12. All work must be completed from 7:00AM to 7:00PM. A contract shall be executed by July 30, 2024, and the **completion date** for this project is **September 30, 2024**. Liquidated damages of \$500/calendar day will be assessed on uncompleted work.

## GENERAL CONDITIONS

### 1. Equal Employment Opportunity

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

### 2. Save Harmless

The Bidder agrees to protect and save harmless the owner from all costs, expenses or damages that may arise out of alleged infringement of patents of materials used.

### 3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party. Exceptions: specialty environmental testing/contractor, special waste disposal, rental companies.

### 4. Warranty

The Bidder warrants that all work will be of good quality and free from faults and defects, and in conformance with the specifications. All work not so conforming to these standards may be considered defective. The Bidder agrees to be responsible for the acts and omissions of all of its employees and all subcontractors, their agents and employees, and all other persons performing any of the work under a contract with the Bidder.

### 5. Bonds, Retainage and Payments

A bid bond shall be submitted with appropriate bid forms in the amount of 10% of the total contract value. Also, payment and performance bonds will be required from the contractor who is awarded this contract. Retainage in the amount of 10% will be held from each progress payment and shall be released at the discretion of the Project Manager. Payments shall be made by the City to the Contractor 30 days after receipt of the request for payment.

### 6. Tipping Fees

The Contractor shall be responsible for the disposal of all identified hazardous materials in accordance with all State and federal rules and regulations and industry best practices. If materials are identified during demolition the contractor should consult with the City on a disposal plan as needed.

All loose materials on site will be stored on site in debris containers or within the foundation walls until loaded into containers or trucks for delivery to ReEnergy.

The Contractor will not be responsible for tipping fees of nonhazardous materials; all nonhazardous demolition materials not salvaged by the contractor must be weighed and disposed of at ReEnergy, 38 Alfred A Plourde Pkwy, Lewiston, ME. Truck slips will be required for pay requisitions. Estimated debris being hauled to ReEnergy 26 tons.

## 7. Permitting and Codes

- A. The city will obtain and provide the demolition permit, but notification to start the demolition must be made 7 days prior to starting work so the City of Auburn can notify the abutters.
- B. The CONTRACTOR shall comply with applicable local laws and ordinances governing the disposal or surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements encompassed in this Contract.
- C. The CONTRACTOR shall comply with sediment and erosion control laws in accordance with Maine Department of Environmental Protection on site to include site stabilization following the latest addition of the Maine Erosion and Sediment Practices Field Guide for Contractors.

## 8. Load Restrictions

The CONTRACTOR shall comply with all legal load restrictions in the hauling of materials on public roads beyond and within the limits of the project.

A special permit will not relieve the CONTRACTOR of liability for damage which may result from the moving of equipment. The operation of equipment of such weight or so loaded as to cause damage to structures or the roadway or to any other type of construction will not be permitted. The CONTRACTOR shall be responsible for all damage done by his hauling equipment.

## 9. Removal of Debris and Cleaning

The CONTRACTOR shall periodically, or as directed during the progress of the work, remove and legally dispose of all material and debris, and keep the project area and public rights of way reasonably clear. Upon completion of the work, the CONTRACTOR shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition.

The CONTRACTOR shall restore or replace, when and as directed, any public or private property damaged by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end, the CONTRACTOR shall do as required all necessary highway, driveway, walk and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration.

## **SCOPE OF WORK**

The work includes the removal of all vehicles, scrap, hazardous materials (contained fluids, CFL lights other debris, etc.), refuse, and debris located on the property and the demolition of the barn/garage with attached 3 bay garage along with contents thereof located at 199 Davis Avenue. The cleanup is limited to all materials above the ground and includes the slab, foundation and retaining wall and does not include testing of soils or excavation of soils. In addition the scope includes site stabilization not limited to jute mesh, loam, seed mulch. Additional information is included: Exhibit A photos and Exhibit B HazMat information.

The CONTRACTOR shall remove and properly dispose of hazardous material from 199 Davis Avenue at their expense with a licensed disposal contractor. If hazardous materials are identified during demolition the contractor should consult with the City on a disposal plan as needed.

## **SUPPLEMENTAL SPECIFICATIONS**

### Demolition

1. Submittals
  - a. Prior to commencement of any demolition or site restoration, submit to the Inspector for review, a schedule for demolition and the proposed methods to insure against possible damage to existing areas adjacent to where demolition operations will occur. This should include a full description and plan for securing the site, safety devices, site logistic plan and measures to be taken and timetable for implementation.
2. Protection
  - a. All rules and regulations governing the respective utilities shall be observed in executing all work under this section. All work shall be executed in such a manner as to prevent any damage to existing buildings, streets, curbs, paving, service utility lines, structures, and adjoining property. Monuments and benchmarks shall be carefully maintained and, if disturbed or destroyed, replaced as directed.
  - b. The Contractor shall assume full responsibility for damages caused by his or her Subcontractor's equipment and personnel to the existing buildings and grounds as well as adjoining private property.
  - c. The work of this Section shall be performed in such a manner as to cause no interference with access to abutting property owners, the general public, or other Contractors.
  - d. Any site with disturbed soil shall be protected from erosion during periods of inactivity.
3. Materials
  - a. Materials used shall be suitable for their end use and shall meet or exceed current industry standards for quality. New materials shall be compatible with existing materials.
4. Workmanship
  - a. Use equipment that is adequately sized and suited to the task to properly complete the work. All workmen should be adequately skilled to perform the required tasks to complete the work.

5. Execution
  - a. This work shall consist of the removal wholly and satisfactorily with off-site disposal of the structures, debris grading, fill, and loam and seed.
  - b. Removal and demolition of debris will include any material within the property boundary lines, as well as within the structure itself.
  - c. All materials shall become the property of the Contractor and shall be disposed of off-site in accordance with all applicable Federal, State, and local regulations.
6. Removal of Oil Tanks
  - a. Complete removal of oil and containers containing fluids and oils and other components using the services of a qualified environmental contractor.
7. Disturbance of Vegetation
  - a. With the exception of designated vegetation to be removed, the Contractor shall, to the greatest extent feasible, protect any other vegetation.
  - b. The Contractor shall remove any retaining walls and chain link fences. Removal of the trees shall not commence until a method of removal has been approved by the Inspector.
8. Erosion Control
  - a. Erosion control methods shall be placed prior to and during demolition to prevent disturbed soils from leaving the site. All erosion control practices shall be constructed and maintained according to the Maine Erosion & Sediment Control Handbook for Construction: Best Management Practices."
9. Explosives/Burning
  - a. The use of explosives, or burning of material or debris on the premises, will not be permitted.
10. Noise Control
  - a. The contractor shall take reasonable efforts to ensure that noise levels are kept to a minimum. Work hours shall be from 7 a.m. to 7 p.m.
11. Cleanup
  - a. Rake clean the yard and dispose of all small debris larger than 3" x 3".
  - b. Sweep clean the adjacent walks, streets and parking areas, and dispose of all debris.
12. Demolition Practices
  - a. Due to the age of the properties being demolished, presume that there may be lead-based paint in the property.
  - b. The Contractor will provide the City with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold as salvage.
  - c. The Contractor shall identify any fill sites to be used prior to contract signing.
  - d. Buildings will be demolished in a safe and orderly way and comply with all State and Federal regulations. Neighboring properties must be policed every day for any demolition debris.
  - e. Post warning signs regarding the hazard reduction and demolition activities.
  - f. Prior to commencement of salvage or demolition activities, secure the perimeter of the demolition site for site containment and security and to prevent entry.
  - g. Ensure that no individuals are allowed on the work site while work is being conducted except for certified workers, emergency personnel, or anyone approved by the City.
  - h. Restrict pedestrian access to the site.
  - i. Use wetting and misting on all accessible surfaces and components to be removed during demolition as needed in consultation with the City. Sufficient water must be applied at the points of demolition to prevent the generation of dust. Streams of water cannot remove

significant airborne dust once the dust has escaped the surfaced being demolished. Heavy wetting should be limited while the building is occupied by workers in situations where the water might impair structural integrity.

- j. The contractor shall prevent the accumulation of mud and fill material on streets and sidewalks from erosion and vehicles exiting the site.
- k. No demolition will be permitted when the temperature is at or below 32 degrees Fahrenheit to prevent freezing water from creating potential safety hazards as well as reducing the effectiveness of the containment measures.
- l. Ensure that all dumpsters and dump trucks used for the removal and hauling of potentially lead-containing material from the property will be tightly covered and secured with impermeable plastic or other comparable covers
- m. Establish truck routes to final disposal site(s) to minimize impact on residential communities and possible disbursement of lead dust from hauling.
- n. Ensure that all dumpsters and hauling trucks are hosed down at least twice daily to help reduce the spread of any dust or debris.
- o. Clean paved surfaces on the demolition site to remove dust and debris regularly and post intervention.
- p. Clean sidewalks and streets around demolition site to remove dust fall regularly and post intervention.
- q. Unless soil is removed to a depth of 6 inches, all bare soil surfaces must be covered by loam, seed and mulch approved by the Code Enforcement Officer.

### 13. Sitework

- a. Description of the Work: The scope of work consists of all labor, equipment, materials, services and incidentals required for all demolition and removal of debris, junk, metals, automobiles and removal and proper disposal of hazardous materials.

### 14. Material

- a. Common Borrow Backfill Material - This material shall be described as follows: It shall be earth that is capable of being compacted, and shall be free of all organic substances, frozen material, rubbish, peat and other unsuitable materials and shall contain no rocks larger than 2' diameter. The material used in the top foot of fill shall also be common borrow but no rocks in excess of 6" will be permitted. Foundation material may be utilized for common borrow and the mixed product meets the requirements for common borrow.
- b. Topsoil Material - This material shall be called Loam and is described as follows: It shall be a loose (friable), fertile solid of loamy character containing organic matter capable of sustaining a healthy plant life and shall be free of subsoils, foreign matter, rocks in excess of 1" in diameter, roots, weeds, or clods. This material may be salvaged from site or be imported as needed.
- c. Any material not covered by this publication shall be approved by the inspector prior to placement, shall be suitable for their end use and shall meet or exceed current industry standards for quality. Materials used shall be compatible with existing materials.

### 15. Workmanship

- a. Use equipment that is adequately sized and suited to the task to properly complete the work.
- b. All workmen should be adequately skilled to perform the required tasks to complete the work.

## 16. Backfilling and Compaction

- a. All fill material and its placement may be subject to quality control testing as deemed necessary by the Inspector.
- b. Fill should be placed in no more than 2-foot lifts. Compaction equipment and methods utilized should be adequate to compact the lift placed to 93% of the modified AASHTO density and provide a solid fill that will not be prone to settlement. At a minimum the compacted fill should be as stable as the original adjacent soils. Filling and compaction should continue in lifts utilizing the proper fill material specified.
- c. Before topsoil placement, rough grading shall be performed. The work shall provide for proper transition to adjacent areas and shall not have an effect on current drainage patterns or adjacent areas.
- d. The Inspector must be notified prior to filing. Filling shall not be started until conditions have been approved by the Inspector.

**BID PROPOSAL FORM**

Due: Tuesday July 23, 2024

To: City of Auburn  
Amanda Denning, Purchasing Analyst  
60 Court Street  
Auburn, ME 04210

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

Signature \_\_\_\_\_ Company \_\_\_\_\_

Name (print) \_\_\_\_\_ Title \_\_\_\_\_

Phone Number \_\_\_\_\_

Address \_\_\_\_\_

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 \_\_\_\_\_

**PRICE PROPOSAL FORM**

	<b>Amount</b>
Demolition	\$
Site Clean Up	\$
Additional cost (please describe)	\$
<b>Total Bid</b>	<b>\$</b>

**Written total amount is:** \_\_\_\_\_

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

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

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

Address: \_\_\_\_\_ Tel. # \_\_\_\_\_

Addendum Acknowledged:

# \_\_\_\_\_ Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**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 contractors to maintain Workers' Compensation and Employers Liability in accordance with the laws and regulations of the State of Maine. The limits of liability provided shall be as follows:

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

## Professional Liability

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

Limits of Liability shall be as follows:

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

It is a requirement that this policy be maintained for a period of three (3) years following the 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: \_\_\_\_\_  
Witness

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

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

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

**EXHIBIT A**



