



City of Auburn, Maine

Office of Planning &

Permitting

60 Court Street Auburn, Maine 04210

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

**CONTRACT DOCUMENTS**

**FOR**

**JUNKYARD CLEANUP OF 145 EASTMAN LANE  
AUBURN, MAINE**

**BID DOCUMENTS**

**BID NUMBER: 2022-012**

**Date**

**10/28/2021**

*Derek Boulanger*

Facilities Manager/Purchasing Agent  
Finance Department

*Eric Cousens*

Director of the Office of Planning & Permitting  
The Office of Planning and Permitting



August 4, 2021

Dear Bidder:

The City of Auburn is accepting bids for the site cleanup of an illegal junkyard located at 145 Eastman Lane. Please submit your bid in a sealed envelope to the City of Auburn, Derek Boulanger, Facilities Manager-Purchasing Agent, 60 Court Street, Auburn, ME 04210 by 2:00 p.m. Monday November 15, 2021. Bids will be opened in the second floor Community Room at Auburn Hall. The City will not accept late bids. Bids shall be submitted on the forms provided, in a sealed envelope bearing the name and address of your company and marked "**Site cleanup -145 Eastman Lane. - Bid #2022-012**". Bids may be held by the City for a period of 30 days from the date of the opening for the purpose of reviewing bids and investigating the qualifications of bidders prior to notification of award. The City reserves the right to revoke this invitation to bid at any time prior to the November 15, 2021, bid opening, to reject any and all bids, to waive any irregularities in bidding, and to award the contract in the best interest of the City. The successful bidder will be required to furnish a Certificate of Insurance.

This is a lump sum bid to remove and properly dispose of all junk, debris, vehicles, inoperable equipment and other waste in the areas identified in the attached bid map. The site shall be free from all surface debris including inoperable equipment, junk, trash, scrap metal and other materials at the completion of the contract .

A pre-bid meeting and site walk is scheduled for Wednesday November 3, 2021, at 9AM at 145 Eastman Lane, Auburn Maine. Attendance is mandatory. Attendees will be allowed to schedule one additional site visit prior to bidding if needed. Contractors must sign in at the pre-bid meeting in order to submit a bid and to receive any addenda.

Please submit your proposal in a sealed envelope to the City of Auburn **by 2:00 p.m. Monday, November 15, 2021**. Proposals must be received by **Derek Boulanger, Facilities Manager/ Purchasing Agent, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. Proposals will be opened at 2:00 PM at the Community Room of Auburn Hall. The city will not accept late bids.

Cleanup is scheduled to start any time after November 25, 2021. Cleanup must be started by December 15, 2021 and completed by January 31, 2022.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Boulanger", written over a white background.

Derek Boulanger  
Facilities Manager/Purchasing Agent

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## SECTION 1 - INSTRUCTIONS TO BIDDERS

### **1. Interpretations of Addenda**

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Facilities Manager for the City of Auburn. Any inquiry received five (5) or more days prior to the date fixed for the opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents, and when issued will be delivered via email at least three days prior to bid opening. It shall be the bidder's responsibility to make inquiries as to all the addenda issued. All Addenda's shall become part of the Contract Documents and all bidders shall be bound by such Addenda. Bidders shall acknowledge receipt of all Addenda in the space provided for, in the Bid Form, whether the Addenda are in response to questions or otherwise issued by the City.

### **2. Taxes**

Prices should be quoted without any Federal, State, or local taxes, as municipalities are exempt from such taxes.

### **3. Bids**

A. All bids must be submitted on the forms provided and shall be subject to all requirements of the contract documents. All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid Form by the bidder. No alternate bids will be considered, unless specifically requested. The prices must be stated both in words and in figures. Should a discrepancy be found between the prices written in words and the prices written numerically, the prices written in words will govern.

B. Each bidder shall make its proposal from its own examinations and estimates, and shall not hold the City, its agents, or employees responsible to, or bound to any schedule, estimate, sounding, boring, or any plan of any thereof; and it shall, if any error in any plan, drawing, specification, or direction relating to anything to be done under this contract comes to its knowledge, report it at once in writing.

C. The contractor shall provide all materials and labor required to complete the work unless otherwise provided for in the Contract Documents. The cost and expense of all necessary labor, tools, and equipment required to complete the work shall be included in the prices in the proposal.

D. Bid Forms and the Non-Collusion Affidavit, shall be enclosed in an envelope which shall be sealed and clearly mark with the name of the Project as stated on the cover sheet of these Contract Documents, the name of the bidder and the date and time of the bid opening, in order to guard against premature opening of the bid, and addressed to the Facilities Manager-Purchasing Agent, City of Auburn, 60 Court Street, Auburn, Maine 04210. If the proposal is forwarded by mail, it should be sent by Certified Mail, to insure delivery.

### **4. Non-Collusion Agreements**

A Non-Collusive Agreement for the prime bidder must accompany each bid. Each Bidder submitting a bid to the City of Auburn for any portion of the work contemplated by the Documents on which bidding is based shall state that the proposal is made without any connection with any other bidder making any proposal for the same work, and that no person acting for or employed by the City of Auburn is directly or indirectly interested in the proposal, or in any contract which may be entered into, which the proposal relates, or in any portion of the profits therefrom.

**5. Bidder's Qualifications**

The City of Auburn shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform its obligations under the Contract and the Bidder shall furnish the City of Auburn all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the City of Auburn that the Bidder is qualified.

**6. Withdrawal of Bids**

Any Bidder may withdraw its bid prior to the scheduled time for the opening of bids upon presentation to the Facilities Manager-Purchasing Agent requesting, in writing, to do so. No bid may be withdrawn after the bid opening for a period of thirty (30) days after the bid opening, without the express written permission of the Facilities Manager-Purchasing Agent. The Facilities Manager-Purchasing Agent reserves the right to allow or not allow bid withdrawals during this thirty-day period.

**7. Execution of Agreement**

The contract must be signed within ten (10) days, Saturdays, Sundays and Holidays excepted, after the date of notification to the bidder by the Facilities Manager-Purchasing Agent of the acceptance of its proposal and the readiness of the contract to be signed. If the Bidder fails or neglects, after such notification, to execute the contract within said time, the Facilities Manager-Purchasing Agent may determine that the proposal has been abandoned.

**8. Equal Employment Opportunity**

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

**9. Insurance**

A. The Contractor shall not commence work under this contract until he/she has obtained all insurance required under this section, and such insurance has been approved by the owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been obtained as so approved.

B. The Contractor, at its own expense, shall maintain adequate insurance during the performance of the work to protect the interests of the participants.

C. This insurance shall include contractor's public liability and property damage insurance, motor vehicle public liability and property damage insurance, and Worker's Compensation insurance. The Contractor shall hold the City of Auburn harmless from any and all claims for personal injury and property damage arising out of the performance of their work. The Contractor shall carry insurance as a minimum coverage as follows:

General Liability:	
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

Automobile: (\$1,000,000)

State Statutory Workers Compensation and Employers Liability Insurance (\$500,000 min.)

D. Prior to commencement of any work the Contractor shall provide a Certificate of Insurance naming the City of Auburn as additional insured with provision for a thirty -(30)- day cancellation notice to the City.

### **10. Occupational Health and Safety Training**

The successful bidder and all of its subcontractors shall comply with all Safety and Health Regulations. The Contractor shall at all times, comply with O.S.H.A. regulations and enforce the subcontractors to abide accordingly. Any violation either by Contractor or his/her subcontractors, shall be the sole responsibility of the Contractor.

Penalties and enforcement of this section to any contractor or subcontractor who willfully and knowingly violate this section is subject to the following actions:

Removal from the work site by the Director of the Bureau of Labor Standards or the City of any employee for whom documentation required by this section is not provided;

In addition to fines that may be provided by existing law violation of these requirements may also result in cancellation of the contract or enforcement of performance of the contract by the City who is a party to the contract.

### **11. Performance of Work**

The Contractor shall (a) supervise and direct the work, using its best skills and attention and be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work; (b) provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of work; and (c) at all times enforce strict discipline and good order among its employees and not employ on the work any unfit person or anyone not skilled in the task assigned to him.

### **12. Tipping Fees**

The Contractor shall be responsible for the identification and/or consolidation when feasible of hazardous materials (barrels/fluids, etc.) in accordance with all State and federal rules and regulations and industry best practices and the City shall have them removed from the Site by EPI Inc or another contractor. The Contractor will be responsible for tipping fees of nonhazardous materials and may retain any revenues from salvage value of the materials, inoperable vehicles and inoperable equipment.

## **SECTION 2 - GENERAL CONDITIONS**

### **1. Definitions**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "Contract" means the Contract executed by the City of Auburn and the CONTRACTOR, of which the GENERAL CONDITIONS, form a part.
- B. The term "CITY" means the City of Auburn local government.
- C. The term "CONTRACTOR" means the person, firm or corporation entering into the Contract with the City of Auburn to construct and install the Improvements encompassed in this Contract.
- D. The term "Subcontractor" means one who is under contract with the CONTRACTOR to do any part of the construction for this Contract.
- E. The term "Project Area" means the area reasonably required to construct and install the Improvements encompassed in this Contract.
- F. The term "PROJECT MANAGER" means the Registered, Professional PROJECT MANAGER in charge, representing the City of Auburn acting directly or through authorized representatives.
- G. The term "PROJECT MANAGER" means, if not the PROJECT MANAGER, than a person who is assigned as a project representative of the PROJECT MANAGER in the same capacity and with the same duties and authority as the PROJECT MANAGER, and is the person primarily responsible for implementation of the project.
- H. The term "ABATEMENT CONTRACTOR" means the person, firm or corporation who is contracted with the CITY to remove and dispose of hazardous materials identified on the structures.
- I. The term "Local Government" means the City of Auburn, Maine within which the Project Area is situated.
- J. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation to Bid, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, Supplemental Specification and Drawings (as listed in the Schedule of Drawings).
- K. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines, and stipulates: the quality of the materials to be furnished; the quality of workmanship required; and the methods to be used in carrying out the construction work to be performed under this Contract.
- L. The term "Addendum" or "Addenda" means any changes, revisions, or clarifications of the Contract Documents which have been duly issued by the City of Auburn through the Purchasing/Risk Manager to prospective Bidders prior to the time of receiving Bids.



**2. *Superintendence by Contractor***

A. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent, satisfactory to the CITY and the PROJECT MANAGER, on the work at all times during working hours with full authority to act for him. The CONTRACTOR shall also provide an adequate staff for the proper coordination and expediting of his work.

B. The CONTRACTOR shall be responsible for all improvements encompassed executed by this Contract. He shall verify all figures before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

**3. *Subcontracts***

A. No proposed subcontractor shall be disapproved by the CITY except for cause.

B. The CONTRACTOR shall be as fully responsible to the CITY for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

C. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the Improvements encompassed in the project

D. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the CITY.

**4. *Mutual Responsibility of Contractors***

If, through acts or neglect on the part of the Contract, any other CONTRACTOR or Subcontractor shall suffer loss of damage on the work, the CONTRACTOR shall settle with such other CONTRACTOR or Subcontractor by agreement or arbitration, if such other CONTRACTOR or subcontractor shall assert any claim against the city on account of any damage alleged to have been so sustained, the CITY will notify this CONTRACTOR, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the CITY shall be allowed, the CONTRACTOR shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

**5. *Progress Schedule***

The CONTRACTOR shall submit to the PROJECT MANAGER, for approval, immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the contractor, and the accumulated percent of progress each month.

**6. *Notice to Proceed***

It is clearly the intention that no work shall be commenced by the CONTRACTOR until he has received a written Notice to Proceed by the CITY. The CITY will issue a written Notice to Proceed within five (5) days from the date of acceptance of the CONTRACTOR's proposal. The notice to commence work will stipulate the date on which it is expected the CONTRACTOR will begin the construction and from which date contract time will be charged.

## **7. Payments to Contractor**

### **A. Partial Payments**

1. The CONTRACTOR shall prepare his requisition for partial payment and submit it, which the required number of copies, to the PROJECT MANAGER for approval. The amount of the payment due to the CONTRACTOR shall be determined by adding to the total value of work completed to date, the value of materials properly stored on site and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be submitted by the Contractor for inspection by the PROJECT MANAGER.

2. Monthly or partial payments made by the CITY to the CONTRACTOR are moneys advanced for the purpose of assisting the CONTRACTOR to expedite the work of construction. All materials and completed work covered by such monthly or partial payments shall remain the property of the CONTRACTOR and he shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the CITY. Such payment shall not constitute a waiver of the right of the CITY to require the fulfillment of all terms of the Contract and the delivery of all improvements encompassed in this Contract complete and satisfactory to the City in all details.

3. All partial estimates and payments shall be subject to correction in subsequent partial estimates and payments and/or on the final estimate and payment.

### **B. Final Payment**

After final inspection and acceptance by the CITY of all work under the Contract, the CONTRACTOR shall prepare his requisition for final payment, which shall be the sum of the unit price amount plus any approved alternatives and change orders. The total amount of the final payment due the CONTRACTOR under this Contract shall be the amount computed as described above less all-previous payments. Final payment to the CONTRACTOR shall be made subject to his furnishing the City with a release in satisfactory form of all claims against the CITY arising under and by virtue of his contract, other than such claims if any, as may be specifically expected by the CONTRACTOR from the operation of the release.

### **C. Withholding Payments**

The City may withhold from any payment otherwise due the CONTRACTOR so much as may be necessary to protect the City and if it so elects may also withhold any amounts due from the CONTRACTOR to any subcontractors or material dealers, for work performed or material furnished by them.

The CITY may keep any moneys which would otherwise be payable at any time hereunder, and apply the same, or so much as may be necessary therefore, to the payment of any expenses, losses or damages incurred by the CITY, and determined as aforesaid, and may retain until all claims are settled so much of such moneys as the CITY shall be of opinion will be required to settle all claims against the CITY, its officers, agents or servants.

The foregoing provisions shall be construed solely for the benefit of the CITY and will not require the CITY to determine or adjust any claims or disputes between the CONTRACTOR and his subcontractors or material dealers, or to withhold any moneys for their protection unless the CITY elects to do so. The failure or refusal of the CITY to withhold any moneys from the CONTRACTOR shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

## **8. Changes in Work**

Should any items contained in the proposal be found unnecessary for the proper completion of the work, the PROJECT MANAGER may, upon written order to the CONTRACTOR, eliminate such items from the contract and such anticipated profits for items so eliminated in making final payment to the CONTRACTOR. When a CONTRACTOR is so notified of the elimination of items, he will be reimbursed for actual work done and all cost incurred as shown on bills submitted by the CONTRACTOR, including mobilization of materials prior to said notification.

A. The CITY may make changes in the scope of the work required to be performed by the CONTRACTOR under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the CONTRACTOR from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. All changes in work shall be authorized by written Change Orders only.

B. Except for the purpose of affording protection against any emergency endangering health, life or property, the CONTRACTOR shall make no change in the materials used or in the specified manner or constructing and/or installing the Improvements or supply additional labor, services or materials, beyond that actually required for the execution of the CONTRACT, unless in pursuance of a written order from the CITY authorizing the CONTRACTOR to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

C. If the total net change increases or decreases the total Contract Price more than twenty-five percent (25%), the CITY shall, before ordering the CONTRACTOR to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

1. If the proposal is acceptable, the CITY will prepare the change order in accordance therewith for acceptance of the CONTRACTOR; and

2. If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the CITY may order the CONTRACTOR to proceed with the work on a cost-plus-limited basis. A cost-plus-limited basis is defined as the net cost of the CONTRACTOR's labor, materials, and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

D. Each change order shall include in its final form:

1. A detailed description of the change in the work.
2. The CONTRACTOR's proposal (if any) or a confirmed copy thereof.
3. A definite statement as to the resulting change in the Contract Price and/or time.
4. The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
5. Signature

## **9. Termination and Delays**

A. Termination of Contract. If the CONTRACTOR refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the CITY, by written notice to the CONTRACTOR, may

terminate the CONTRACTOR's right to proceed with the work. Upon such termination, the CITY may take over the work and prosecute the same to completion, by contract or otherwise, and the CONTRACTOR and his sureties shall be liable to the CITY for any additional cost incurred by the CITY in its completion of the Work, and they shall also be liable to the CITY for liquidated damages for any delay in the completion of the work as provide below. If the CONTRACTOR's right to proceed is so terminated, the CITY may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

B. Delays of Contract. The CITY shall also have the right to terminate the agreement with the contractor after giving seven (7) days written notice of termination to the contractor, in the event of any default by the contractor. It shall be considered a default by the contractor whenever it shall:

1. Declare bankruptcy, become insolvent, or assigns its assets for the benefit of creditors.
2. Disregard or violate provision of the contract documents.
3. Fail to provide a qualified superintendent, competent workmen or subcontractors or proper materials, or fail to make prompt payment thereof.

#### **10. Contract Documents**

The Intent of Contract Documents is that the CONTRACTOR furnishes all labor and materials, equipment and transportation necessary for proper execution of work unless specifically noted otherwise. CONTRACTOR shall do all work described in Specifications and all incidental cost shall be included in the bid.

In case of any discrepancy in Contract Documents Supplemental Specifications shall govern over Standard Specifications. In case of any discrepancy, the matter shall be immediately submitted to the CITY, without whose decision said discrepancy shall not be adjusted by the CONTRACTOR, save only at his own risk and expense.

#### **11. Permits and Codes**

A. The CONTRACTOR shall give all notices required by and comply with all applicable laws, ordinances, and codes of the State and Local governments. All construction work and/or utility installations shall comply with all applicable ordinances and codes including all written waivers. Before installing any work, the CONTRACTOR shall examine the Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the CITY. Where the requirements of the Technical Specifications fail to comply with such applicable ordinances or codes, the CITY will adjust the CONTRACT by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or CITY) and made appropriate adjustment in the Contract Price or stipulated unit prices.

Should the CONTRACTOR fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Technical Specifications), the CONTRACTOR shall remove such work without cost to the CITY, but a Change Order will be issued to cover only the excess cost the CONTRACTOR would have been entitled to receive if the change had been made before the CONTRACTOR commenced work on the items involved.

B. The CONTRACTOR shall at his own expense secure and pay to the appropriate department of the local government the fees or charges for all permits for street pavements, sidewalks, pavement cuts,

sheds, removal of abandoned water taps, sealing of house connection drains, building, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

C. 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.

## **12. Care of Work**

A. The CONTRACTOR shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the PROJECT MANAGER, his inspectors, other Contractors and utilities in every way possible.

B. The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the CITY.

C. The CONTRACTOR if so required shall provide sufficient competent watchman, both day and night, including Saturdays, Sundays and holidays, from the time the work is commenced until final completion and acceptance.

D. In an emergency affecting the safety of life, limb or property, including adjoining property, the CONTRACTOR, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the CITY. Any compensation claimed by the CONTRACTOR on account of such emergency work will be determined by the CITY as provided under GENERAL CONDITIONS, Subsection 13, Changes in the Work. The CONTRACTOR shall notify as soon as possible the CITY of such an emergency.

E. The CONTRACTOR shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

F. The CONTRACTOR shall shore up, brace, underpin, secure, and protect, as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may in any way be affected by the excavations or other operations connected with the construction of the Improvements encompassed in this Contract. The CONTRACTOR shall be responsible for giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The CONTRACTOR shall indemnify and save harmless the CITY from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the CITY may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

## **13. 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. Hauling or materials

over the base course or surface course under construction shall be limited to legal loads. No loads will be permitted on a concrete pavement, portland cement concrete base, or structure before the expiration of the curing period. In no case shall legal load limits be exceeded unless permitted in writing, with the exception of equipment used in grading operations, which operation includes the preparation of the subgrade prior to the placing of the subbase course. The CONTRACTOR shall be responsible for all damage done by his hauling equipment.

**14. Repair of Roads Damaged by Contractor**

Damage to any road or structure caused by equipment, including trucks, used in the prosecution of this work, shall be repaired by the CONTRACTOR to the satisfaction of the PROJECT MANAGER and the CITY. Payments for such work shall be considered as incidental to the contract. An exception shall be that when such damage has been done by trucks carrying legal loads and operating in full accordance with the laws of the State on roads having a surface width of 20 feet or more and maintained by the CITY, and structures maintained by the City, the CONTRACTOR shall not then be held liable for the damaged caused. On such roads, having a bituminous surface width of less than 20 feet, and providing an alternate route is available for the return trip, the CONTRACTOR may haul in one direction only. If no alternate route is available, the CONTRACTOR shall be responsible for maintaining the surface, in an acceptable manner, for a minimum width equal to the original pavement width.

In the event it is necessary for the CONTRACTOR to transport gravel, borrow, or other construction material in legally registered vehicles carrying legal loads over CITY ways, a CONTRACTOR's Bond of not more than \$5,000 per mile of travel length may be required by the CITY or other agency, the exact amount of said bond to be determined prior to use of any CITY way. The City may also require the CONTRACTOR to use dust control measures. The CONTRACTOR will not be paid directly for any necessary bond, maintenance or dust control on CITY ways. Such costs shall be incidental to the CONTRACT.

**15. Accident Prevention**

A. The CONTRACTOR shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.

B. The safety provisions of applicable laws and building and construction codes shall be observed and the CONTRACTOR shall take or cause to be taken such additional safety and health measures as the PROJECT MANAGER may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

C. The CONTRACTOR shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The CONTRACTOR shall promptly furnish the City with reports concerning these matters.

D. The CONTRACTOR and its subcontractors shall comply with all Safety and Health Regulations. The Contractor shall at all times, comply with O.S.H.A. regulations and enforce the subcontractors to abide accordingly. Any violation either by Contractor or his/her subcontractors, shall be the sole responsibility of the Contractor.

E. The CONTRACTOR shall indemnify and save harmless the CITY from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

## **16. Sanitary Facilities**

The CONTRACTOR shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local governments. Drinking water shall be provided from an approved source, whether piped or transported, as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

## **17. Removal of Debris and Cleaning**

The CONTRACTOR shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area and public rights of way reasonably clear. Upon completion of the work, he 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. Trash burning on the site will be subject to prior approval of the CITY, Auburn Fire Department and existing State and Local regulations.

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.

## **18. Inspections**

A. All materials and workmanship shall be subject to inspection, examination, or by test the CITY and the PROJECT MANAGER at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The CITY shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the CONTRACTOR fails to proceed at once with the correction of rejected workmanship or defective material, the CITY may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the CONTRACTOR, without prejudice to any other rights or remedies of the CITY.

B. The CONTRACTOR shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the City will be performed in such manner as not to delay the work unnecessarily and shall be described in the Specifications.

C. The CONTRACTOR shall notify the CITY sufficiently in advance of backfilling or concealing any facilities or utilities to permit proper inspection. If any facilities or utilities are concealed without approval or consent of the CITY, the CONTRACTOR shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City.

Should it be considered necessary or advisable by the CITY at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the CONTRACTOR shall on request promptly furnish all necessary facilities, utilities, labor and material.

If such work is found to be defective in any important or essential respect due to fault of the CONTRACTOR or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor, equipment and material necessarily involved in the examination and replacement,

plus 15 percent of such costs to cover superintendence, general expenses, and profit shall be allowed the CONTRACTOR and he shall, in addition, if completion of the work of the entire Contract has been delayed, thereby, be granted a suitable extension of time on account of the additional work involved, and shall be provided for through the form of a Change Order.

D. Inspection of materials and appurtenances to be incorporated in the Improvements encompassed in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

E. Neither inspection, testing approval nor acceptance of the work, in whole or in part, by the City or its agents shall relieve the CONTRACTOR or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

### **19. Access by City**

The CITY or any of its duly authorized representatives shall have complete access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, construction drawings, receipts, vouchers, payrolls, agreements with subcontractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. The CONTRACTOR shall preserve all such records for a period of three (3) years after the final payment and all other pending matters are closed.

### **20. Final Inspection**

When the Improvements encompassed in this Contract are substantially completed, the CONTRACTOR shall notify the CITY in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection and bear the signed concurrence of the representatives of the CITY having charge of inspection. If the CITY determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

### **21. Indemnification**

The CONTRACTOR will indemnify and hold harmless the CITY and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the CITY, or any of their agents or employees, by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefits acts.



**22. Restoration of Surfaces Opened by Permit**

The right to construct or reconstruct any utility service in the highway or street or to grant permits for same is, at any time during construction, hereby expressly reserved by the CITY and the CONTRACTOR shall not be entitled to any damages, either for the digging up of the street or for any delay occasioned thereby. Any individual, firm, or corporation, wishing to make an opening in the highway must secure a permit from the CITY. The CONTRACTOR shall allow parties bearing such permits, and only those parties, to make openings in the highway. When ordered by the PROJECT MANAGER, the CONTRACTOR shall make, in an acceptable manner, all necessary repairs due to such openings and such necessary work will be paid for as extra work, or as provided for in the Contract Documents, and will be subject to the same conditions as original work performed.

**23. Personal Liability of Public Officials**

In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the contract, there shall be no liability upon the CITY, PROJECT MANAGER, or their authorized representatives, either personally or as officials of the CITY; it being understood that in all such matters they act solely as agents and representatives of the CITY.

**24. No Waiver of Legal Rights**

The CITY shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore from showing the true amount and character of the work performed and materials furnished by the CONTRACTOR, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the contract. The CITY shall not be precluded or stopped, notwithstanding any such measurement, estimate or certificate and payment in accordance therewith from recovering from the CONTRACTOR or his sureties, or both, such damage as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City, or any representatives of the CITY; nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the CITY shall operate as a waiver of any other or subsequent breach.

**25. Warranty of Title**

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale under this contract or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The CONTRACTOR shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the CITY free from any claims, liens, or charges. Neither the CONTRACTOR nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the CONTRACTOR for their protection or any rights under any law permitting such persons to look to funds due the CONTRACTOR in the hands of the CITY. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**26. General Guaranty**

The CONTRACTOR warrants to the owner and PROJECT MANAGER that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not

conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The CONTRACTOR's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the CONTRACTOR, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the PROJECT MANAGER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements encompassed in the Contract by the CITY or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the CONTRACTOR of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance of the work. The CITY will give notice of defective materials and work with reasonable promptness.

### **27. Responsibilities of Contractor**

Except as otherwise specifically stated in the Contract Documents and Technical Specifications, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements encompassed in this Contract for the project complete in every respect within the specified time.

### **28. Communications**

- A. All notices, demands, requests, instructions, approvals, proposals, and claims must be in writing.
- B. Any notice to or demand upon the CONTRACTOR shall be sufficiently given if delivered at the office of the CONTRACTOR stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate in writing to the CITY, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the CITY shall, unless otherwise specified in writing to the CONTRACTOR, be delivered to the CITY OF AUBURN, Community Services Department – PROJECT MANAGER, 60 Court Street, Auburn, Maine, 04210. Any notice to or demand upon the CITY shall be sufficiently given if so delivered, or it deposited in the United States mail, or delivered with charges prepaid to any telegraph company for transmission to said CITY at such address, or to such other address as the CITY may subsequently specify in writing to the CONTRACTOR for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or in the case of mailing when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

### **29. Rights in and Use of Materials Found on the Project Site**

The CONTRACTOR with the approval of the PROJECT MANAGER, may use on the project such stone, gravel, sand, or other material determined suitable by the PROJECT MANAGER, as may be found in the excavation. He shall replace at his own expense with other acceptable material all of that portion of the excavation material so removed and used which was needed for use in the embankments, backfills, approaches, or otherwise. No charge for materials so used will be made against the CONTRACTOR. The CONTRACTOR shall not excavate or remove any material from within the right-of-way which is not within the limits of improvement without authorization from the PROJECT MANAGER. Excavated material not to

be used in the construction shall be disposed of an acceptable fill site as approved by the PROJECT MANAGER.

**30. Cold Weather Protection**

Take necessary precautions to prevent freezing of ground surface and trenches when excavating and backfilling for roads, walks, utilities and buildings. Do not backfill or place gravel upon frozen ground.

**31. Unfinished Work**

When, for any reason, the work is to be left unfinished for a period of a week or more, all excavation shall be filled if so required by the CITY, roadways and sidewalks left unobstructed and with their surfaces in a safe and satisfactory condition.

**32. Maintenance of Traffic and Safety Precautions**

The CONTRACTOR shall provide for maintenance of traffic and safety in accordance with the "State of Maine, Department of Transportation, Standard Specifications Revision of December, 2002", The Manual on Uniform Traffic Control Devices and the following provisions.

The CONTRACTOR shall make arrangements with the Chief of Police, the Chief of the Fire Department, and other CITY officials as required for performance of the work. The CONTRACTOR shall arrange for and pay for all police protection and assistance required to adequately handle traffic.

When it is necessary for traffic to pass over portions of the roadway during construction the CONTRACTOR shall at all time provide for the safety of the traffic by using such warning signs, flares and lights as required by the PROJECT MANAGER. All temporary traffic controls except warning lights and portable barricades with flashing lights shall be considered incidental to the Contract pay items and no separate payment will be made therefore.

When any street or way is to be temporarily or permanently closed to travel a forty-eight (48) hour notice will be given to the PROJECT MANAGER, the CITY, the Chief of the Auburn Fire Department and the Chief of the Auburn Police Department., and Traffic PROJECT MANAGER. Their written approval shall be required before closing the street to public travel.

If and when it become necessary to temporarily close a street, all costs involved in establishing and maintaining a suitable detour, as required by the PROJECT MANAGER, will be borne by the CONTRACTOR. Approved signs shall be furnished, placed and maintained by the CONTRACTOR at such points as designated by the PROJECT MANAGER.

Temporary access shall be provided as directed by the PROJECT MANAGER in all phases of the work. This access shall be for emergency vehicles and for deliveries.

The CONTRACTOR shall so schedule his operations that access to adjacent properties and business establishments are maintained at all times with a minimum of inconvenience to those abutters. Whenever it is necessary to cross private ways, paths, drives or walks the CONTRACTOR shall give reasonable notice to owners or abutters before interfering with the said crossings.

When the existing access to property is cut off by the CONTRACTOR, the CONTRACTOR shall provide proper means of access to said property. The CONTRACTOR shall, at his own expense, provide and properly maintain suitable and safe bridges or other sufficient crossings for the accommodation of travel. He shall take suitable precautions to protect life and property and provide watchmen, lights and fences, as may be necessary at his own expense. The CONTRACTOR shall be liable for all damage occasioned in any

way by the act or neglect of himself or his agents, employees, or workmen. When the bridges and other temporary expedients are no longer necessary, he shall remove them and restore the private ways, paths, drives or walks to their original condition or to a better condition if required by the PROJECT MANAGER.

**33. No Damages for Delays**

The CITY may delay the beginning of the work or any part thereof if possession of the land, upon which the same is to be performed shall not have been obtained, or if for any other reason it becomes necessary to do so.

The CONTRACTOR shall have no claim for damages on account of such delay but shall be entitled to so much additional time wherein to perform and complete this contract on his part as the CITY shall certify in writing to be just.

Whenever any part of the work covered by this agreement is done in part by or connects with the work of other contractors, the CONTRACTOR agrees to perform his work so as to accommodate the work of the other contractors, and to cooperate with such contractors in mutual agreements as to all such work, and no contractor shall have any claim against the CITY growing out of negligence or delay of any other contractor or contractors; but each contractor shall be liable to every other contractor for any such delay or negligence.

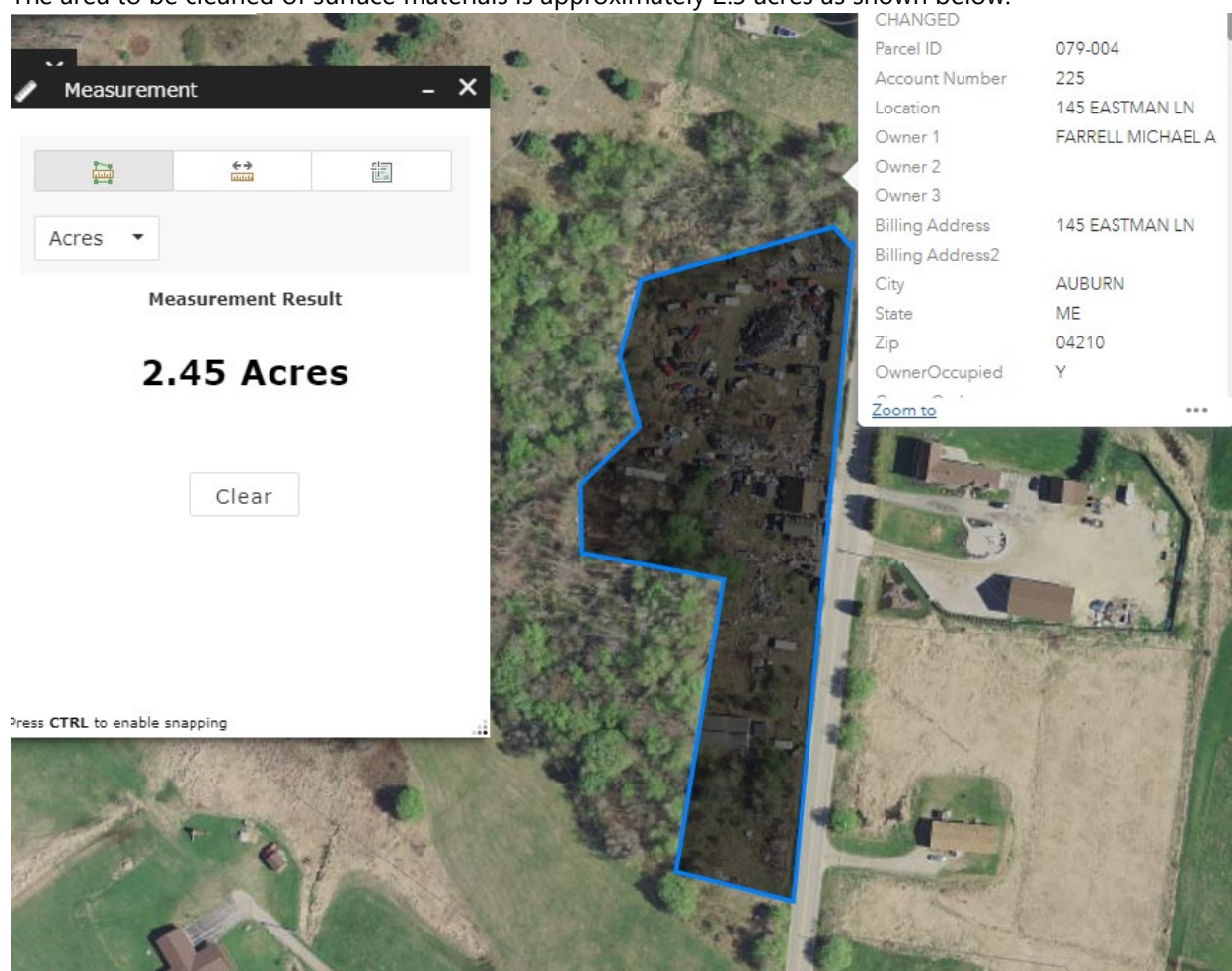
### **SECTION 3 - SPECIAL CONDITIONS**

#### **1. Project Site**

The Project Site is 145 Eastman Lane.

#### **2. Scope of Work**

The work includes the removal and proper disposal of all surface debris, junk, inoperable vehicles, scrap metal, tires, inoperable equipment and trash from the site and the consolidation of hazardous materials on the surface of the site identified during the cleanup. Known materials include a limited number of barrels of oil and vehicular fluids, some air conditioners, televisions, fluorescent light bulbs, etc. ) When possible and safe the Contractor shall consolidate or arrange barrels of fluids, air conditioners, etc. on the site so they are not damaged during the cleanup. Freon containing devices and electronic equipment (TV's, Computers, Etc.) shall be palletized onsite by the Contractor for removal under a separate contract. The area to be cleaned of surface materials is approximately 2.5 acres as shown below.



The CONTRACTOR shall remove and properly dispose of surficial non-hazardous materials at the site at the Contractor's expense.

#### **3. Time for Completion and Scheduling**

The CONTRACTOR shall start the Work by December 15<sup>th</sup> or within (10) days after receiving the Notice to Proceed, which ever is later.

All terms included in this contract shall be completed by January 31, 2022 unless directed by the CITY.

4. **Preconstruction Conference**

A preconstruction conference will be held, within five (5) calendar days after the awarding of the Contract. At that time the CONTRACTOR will be required to submit a Schedule of Work indicating the order in which the CONTRACTOR proposes to carry out the work, and the date he will start and complete work on the various items.

Subsequent revisions in the CONTRACTOR's Schedule of Work on the project shall be set forth in a letter of notification to the PROJECT MANAGER.

5. **Testing**

The CONTRACTOR shall supply the CITY, prior to construction, with soil sample(s) and a gradation report(s) on all soil and stone material(s) to be used within the project. Further gradation analysis may be required as deemed necessary by the PROJECT MANAGER. All cost associated with gradation testing shall be borne by the CONTRACTOR.

Any reference in the Technical and Supplemental Specifications regarding testing that shall be done by the owner at the owner's expense shall be deleted. It shall be the contractor's responsibility to bear all expenses for any testing when testing is deemed necessary by the PROJECT MANAGER.

6. **Compaction**

Any reference in the Technical and Supplemental Specifications regarding compaction testing that shall be done by the owner at the owner's expense shall be deleted. It shall be the CONTRACTOR's responsibility to bear all expenses associated with compaction testing and related soil analysis when compaction testing is deemed necessary by the PROJECT MANAGER.

## **SECTION 4 - STANDARD SPECIFICATIONS**

### **1. *Scope***

The work covered by this section includes the furnishing of all labor, equipment, materials, incidentals and the performing of all operations in connection with the work encompassed by these contract documents. All work shall be subject to the terms and conditions of the contract documents.

### **2. *Standard Specifications***

The City of Auburn, Maine has adopted for this project, the "State of Maine, Department of Transportation, Standard Specifications Revision of November, 2014", and the Supplemental Specifications including all current additions or modifications thereof.

Sections 1 through 3 included herein shall supplement these specifications. In the case of conflict Sections 1 through 3, addenda and plans shall take precedence and shall govern.

Wherever in these Specifications and in this Contract the term "Department," "the Department of Transportation," "MDOT," or any reference to the "State of Maine, Department of Transportation" or its "PROJECT MANAGERS" is mentioned, the intent and meaning shall be interpreted to refer to the CITY OF AUBURN, Maine, or their authorized representatives.

### **3. *Supplemental Specifications***

The Supplemental Specifications contained in Section 5 shall amend the Standard Specifications.

## **SECTION 5 - SUPPLEMENTAL SPECIFICATIONS**

### **1. *Site Cleanup -Removal of all surface materials, equipment and debris***

#### A. Submittals

Prior to commencement of cleanup, submit to the Inspector for review, a schedule for the work and the proposed methods to insure against possible damage to existing areas adjacent to where operations will occur. This should include a full description and plan for safety devices and measures to be taken and time table for implementation.

#### B. Protection

1. 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.
2. 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.
3. 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.

#### C. Workmanship

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.

#### D. Execution

1. This work shall consist of the removal wholly and satisfactorily with off-site disposal of the materials.
2. Removal and demolition of debris will include any material within the property boundary lines.
3. All materials, except hazardous 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.

#### E. Removal of Oil Tanks

Complete removal of oil and oily residue by decommissioning, cleaning, and disposal of fuel oil residue in the boiler/furnace, storage tank, lines and other components.

#### F. Disturbance of site

1. With the exception of incidental damage to vegetation within the work area, the Contractor shall, to the greatest extent feasible, protect any other vegetation.
2. The Contractor shall remove any fences. Removal of any trees shall not commence until a method of removal has been approved by the Inspector.

#### G. Erosion Control

Any necessary erosion control practices shall be constructed and maintained according to the Maine Erosion & Sediment Control Handbook for Construction: Best Management Practices."



H. Explosives/Burning

The use of explosives, or burning of material or debris on the premises, will not be permitted.

I. Noise Control

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.

J. Cleanup

1. Sweep clean the adjacent walks, streets and parking areas, and dispose of all debris.

K. Demolition Practices

- A. 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.
- B. Cleanup will be accomplished 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.
- C. 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.
- D. Restrict pedestrian access to the site.
- E. The contractor shall prevent the accumulation of mud and fill material on streets and sidewalks from erosion and vehicles exiting the site.
- F. Ensure that all dumpsters and dump trucks used for the removal and hauling of loose material from the property will be covered and/or secured.
- G. Establish truck routes to final disposal site(s) to minimize impact on residential communities and possible disbursement of dust from hauling.
- H. Clean paved surfaces on the demolition site to remove dust and debris regularly and post intervention.
- I. Clean sidewalks and streets around demolition site to remove dust fall regularly and post intervention.

3. Sitework

A. Description of the Work: The scope of work consists of all labor, equipment, materials, services and incidentals required for removal of all surface debris as specified herein and on the plans.

B. Workmanship:

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

**SECTION 6 - BID SUBMISSION FORM**

The undersigned individual/firm/business guarantees to perform the necessary work as identified in the above information. 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 \_\_\_\_\_  
Legal Name

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Duns # \_\_\_\_\_ Email Address: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

\_\_\_\_\_, 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 \_\_\_\_\_

***CERTIFICATIONS (for Corporations)***

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, \_\_\_\_\_, Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of this governing body.

\_\_\_\_\_ (Corporate Seal)

Title \_\_\_\_\_

**BID FORM**

1. The undersigned further agrees that in the employment of labor and purchase of equipment or supplies, preference shall be given, all other things being equal, to the citizens and business of Auburn and of the State of Maine, in that order.

2. Accompanying this proposal is (are) the Non-Collusion Affidavit (s) of Prime Bidder.

3. The undersigned hereby designates as its office to which such notice of acceptance may be mailed, telegraphed, or delivered: \_\_\_\_\_

4. Listing of Subcontractors: Company Name and Address

\_\_\_\_\_  
\_\_\_\_\_

The undersigned agrees that each of the above-named subcontractor represents a bonafide subproposal based on the plans and specifications and will be used for the work indicated.

5. Addenda: This Proposal includes the following Addenda to the Drawings and/or Specifications: Bidders shall acknowledge receipt of all Addenda

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_ Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

6. The following separate prices are provided for portions of the work contained in the base bid (not in addition to it).

7. Having carefully examined the site and examined the conditions affecting the Work and the Contract Documents for the Project as stated on the cover of these Contract Documents, the undersigned proposes and agrees to furnish all labor, equipment, and materials, and appliances, and to perform operations necessary for, and reasonably incidental to the demolition and completion of the work as required by said proposed Contract Documents for the lump sum price as follows:

<b>Site Cleanup-Removal of all surface debris</b>	<b>Amount</b>
	\$
	\$
	\$
	\$
<b>Total Bid</b>	\$

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

CITY OF AUBURN, MAINE \_\_\_\_\_ being first duly sworn deposes and says that:

1. S/he is (owner, partner, officer, or duly authorized agent)\* of \_\_\_\_\_, the bidder that has submitted the attached bid.

He/She is fully informed regarding the preparation, contents, and all pertinent circumstances of the attached bid for the project Demolition of Deteriorated Buildings.

3. Such bid is genuine and is not a collusive or sham bid.

4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm, or person to submit a collusive or sham bid or to refrain from bidding, nor has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder or to fix overhead, profit, or any cost element of the bid price or any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Auburn or any person interested in the bid.

5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder, or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No person, acting for or employed by the City of Auburn, Maine, or any elected or appointed official thereof is directly or indirectly interested in the bid or in the provision of materials, goods or labor to which the bid relates or in any portion of the proceeds therefrom.

(\* Strike out terms not applicable)

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Title

My Commission expires: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

## **SECTION 7 - AGREEMENT**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 2021 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"), \_\_\_\_\_ (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 perform all of the work shown on the drawings and described in the specifications entitled: **Site Cleanup 145 Eastman Lane, Bid # 2022-0XX** which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement and the Bid Documents in return for payment as provided herein.

### **CONTRACT PRICE:**

2. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of:  
\$ \_\_\_\_\_.

### **RECORDS:**

3. The CITY shall be afforded access to inspect the work and Representatives of the City of Auburn may inspect the CONTRACTOR'S books, records, correspondence, construction drawings, receipts, vouchers, payrolls, and agreements with subcontractors relating to this Contract and the CONTRACTOR shall preserve all such records for a period of two (2) years after the final payment hereunder.

### **FEDERAL REGULATIONS:**

4. The CONTRACTOR agrees to abide by Federal Regulations including:

Equal Employment Opportunity - The provisions of Executive Order 11246 concerning equal employment opportunity.

Civil Rights - Title VIII of the Civil Rights Act of 1968 barring discrimination upon the basis of race, color, creed, sex, or national origin.

Contract Work Hours and Safety Standards Act - As established in Section 103 and 107 - in excess of eight hours in a calendar day or in excess of forty hours in such work week - compensation at a rate of one and one-half times the basic rate.

Compliance with Laws and Regulations - The Contractor shall comply with all Federal and State laws and regulations including current OSHA requirements throughout the Contract period.

### **RESOLUTION OF DISPUTES:**

5. If a dispute arises concerning the provisions of this contract or the performance by the parties, then the parties agree to settle this dispute by jointly paying for one of the following (check only one):

- a. Binding arbitration as regulated by the Maine Uniform Arbitration Act, with the parties agreeing to accept as final the arbitrator's decision (\_\_\_);
- b. Non-binding arbitration, with the parties free to not accept the arbitrator's decision and to seek satisfaction through other means, including a lawsuit (\_\_\_);
- c. (3) Mediation, with the parties agreeing to enter into good faith negotiations through a neutral mediator in order to attempt to resolve their differences (\_\_\_).

### **INSURANCES:**

6. 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**

7. 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**

8. 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.

**LIENS:**

9. 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:**

10. 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.

**GOVERNING LAWS:**

11. The Contract shall be governed by the laws of the State of Maine.

**SUCCESSORS AND ASSIGNS:**

12. The CITY and CONTRACTOR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Company: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Tax ID#: \_\_\_\_\_

**CITY OF AUBURN**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Title: City Manager  
60 Court Street  
Auburn, ME 04210

# APPENDIX A – MAPS AND PICTURES

The screenshot displays a web application interface for property measurement and information. On the left, a 'Measurement' window is open, showing a 'Measurement Result' of **2.45 Acres**. The window includes a 'Clear' button and a note: 'Press CTRL to enable snapping'. The background is an aerial photograph of a property with a blue outline indicating the measured area. On the right, a property information panel is visible, listing details such as Parcel ID, Account Number, Location, and Owner information.

Property Information	
CHANGED	
Parcel ID	079-004
Account Number	225
Location	145 EASTMAN LN
Owner 1	FARRELL MICHAEL A
Owner 2	
Owner 3	
Billing Address	145 EASTMAN LN
Billing Address2	
City	AUBURN
State	ME
Zip	04210
OwnerOccupied	Y