# City of Auburn, Maine

*"Maine's City of Opportunity"*

Financial Services

October 2, 2014

Dear Bidder:

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

Proposals will not receive consideration unless submitted in accordance with the following instructions bidders. Please mark sealed envelopes plainly"**Snow Plowing and Removal– Bid #2015-011".**

On **Thursday, October 9, 2014**, there will be a **Mandatory pre-bid meeting** for all contractors interested in submitting a bid proposal. The meeting will be held at Auburn Hall, at 10:30 am. Any questions regarding this Request for Bids should be directed to Gary Wadsworth, Operations Manager, at (207) 333-6601, ext. 2153.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Thursday, October 16, 2014.** Proposals will be opened at 3:00 p.m. Proposals must be delivered to Derek Boulanger, Facilities Manager/ Purchasing Agent**, 60 Court Street, Auburn, Maine 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Derek Boulanger
Facilities Manager/Purchasing Agent

60 Court Street • Auburn, ME 04210
(207) 333-6600 Voice • (207) 333-6601 Automated • (207) 333-6620 Fax
www.auburnmaine.com

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## CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.

2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".

3. Bid proposals must be completed in full, in ink and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.

4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.

5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.

6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.

7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.

8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.

9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.

10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.

11. Please state **"Snow Plowing and Removal – Bid # 2015-011",** on submitted, sealed envelope.

12. The City of Auburn reserves the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Auburn.

## GENERAL CONDITIONS

### 1. Equal Employment Opportunity

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

### 2. Save Harmless

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

### 3. Subcontracting

The Bidder shall not subcontract any part of the work or materials or assign any monies due it without first obtaining the written consent of the municipality. Neither party shall assign or transfer its interest in the contract without the written consent of the other party.

### 4. Warranty

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

**BID PROPOSAL FORM**
**Due Thursday, October 16, 2014**

To: City of Auburn
Derek Boulanger,
Facilities Manager/ Purchasing Agent
60 Court Street
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for Thirty days (30) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

Signature _____ Name (print)_____

Title_____ Company_____

Address_____

Telephone No._____ Fax No. _____

Email Address:_____

STATE OF MAINE
_____, SS. Date: _____

Personally appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

_____
Notary Public

_____
Print Name
Commission Expires_____

## SNOW PLOWING AND REMOVAL SPECIFICATIONS

### General scope of work:

The Contractor shall have sufficient manpower and equipment for the plowing/removal of snow from the parking lots, roadways, and sidewalks as per instruction listed below for each Work Area and shown on the attached drawing. Plowing and removal will be required during the daytime in the travel aisle during a snowstorm and no windrow is to be left behind parked vehicles.

The Public Works Operations Manager, at his discretion, may assign temporary stockpile areas contingent upon snow accumulation **(NOTE: temporary stock pile area(s) must be removed within a 48 hour period or as required by the Operations Manager)**, and the Operations Manager shall have the sole discretion as to whether the snow accumulation warrants plowing.

The Public Works Operations Manager will have control in determining any reduction or additional work that is to be performed.

# Snow Plowing/Removal Areas

### WORK AREA #1
### GREAT FALLS PARKING LOTS

The Contractor will be responsible for plowing and snow removal in the Great Falls Plaza parking lots, shown on the map labeled WORK AREA #1. Contractor will also be responsible for removing the windrows left by the Auburn Public Works Department, on a section of the Great Falls Plaza roadway that runs between the Auburn Inn and The Post Office. In general, **less than 2"** is not plowed, **2"to 3"** will be per Public Works Department discretion and snow **accumulation greater than 3"** shall be plowed and removed. Contractor is hereby notified that unless the Public Works Department allows for temporary stockpiling, the contractor will be required to remove snow at each plowing and dispose of said snow at his own disposal site. ***Plowing and removal will be required during the daytime in the travel aisle during a snowstorm and no windrow is to be left behind parked vehicles***.

### WORK AREA #1A
### GREAT FALLS PARKING LOT – SATELLITE

The Contractor will be responsible for plowing the Great Falls Satellite parking lot, shown on the map labeled WORK AREA #1A. In general, **less than 2"** is not plowed, **2" to 3"** will be per Public Works Department discretion and snow **accumulation greater than 3"** shall be plowed. The back third (Northerly) of the lot shall not be plowed, this area shall be used by other

contractors for snow dumping from snow removal at the 2 Great Falls Plaza parking area. Contractor is hereby notified that the snow from this satellite area can be stockpiled in the back third of the lot unless directed by the Public Works Department to remove said temporary stockpiling if it becomes a nuisance; said removal cost shall be compensated at an hourly rate under the miscellaneous rates provided. Additional: snow taken from 2 Great Falls Plaza and placed in this lot by other contractors shall be pushed and stored in a designated area identified by the Operations Manager. ***Plowing and removal will be required during the daytime in the travel aisle during a snowstorm and no windrow is to be left behind parked vehicles***. The City may terminate this area from the scope of work by given written notice 10 days prior to termination.

## WORK AREA #2
## MECHANIC'S ROW PARKING LOT

The Contractor will be responsible for plowing and snow removal in the Mechanic's Row parking lot, shown on the map labeled WORK AREA #2. The Contractor will plow this parking area each storm in excess of **3"** of snow and will remove snow after every storm from the parking lot, parking stalls and the paved esplanade area between the lot and Mechanics Row. The Contractor will also include the removal of the windrow made by the Public Works Department, adjacent to the parking lot, in plowing Mechanics Row itself, as part of Work Area #2.

The Contractor will not plow if the accumulation is **2"** or less and **2"** to **3"** will be at the discretion of the Public Works Department.

## WORK AREA #3
## MECHANIC'S ROW PARKING GARAGE & ALLEY WAY /MAIN ST PARKING LOT

**Mechanic's Row Parking Garage and Alleyway:** The Contractor will be responsible for plowing and snow removal in the Parking Garage, the Alleyway and the Main Street parking lot, shown on the map labeled WORK AREA #3.The Contractor shall plow the upper deck of the parking garage and the alleyway area, shown in the enclosed map. In general, the area shall be plowed and the snow removed for each storm in excess of **1 ¾".** Plowing will be required during the daytime, in the travel aisle during a storm, and no windrow is to be left behind vehicles. When storms occur at night the contractor shall open the areas up before 6:00 a.m. so as to allow the Parks Department to come in and sand between 7:00 a.m. and 7:30 a.m. The contractor shall also remove the pile of snow, after each storm, created when the Parks department plows the courtyard behind Auburn Hall. On the upper decking of the parking garage the contractor shall use only nylon or hard rubber cutting edges on its equipment to perform this work. **No steel or carbide cutting edge blades will be allowed.**

Due to concerns for public safety and structural loading of the parking garage, the contractor will not be allowed to stockpile snow on the upper garage deck; the snow must be removed from the upper deck of the parking garage during the next overnight period following the storm. The contractor shall take precautions to protect the public and private property while snow is being dumped from the upper deck to the ground level.

This area does have overnight parking. The City will assign parking areas to allow the Contractor to plow without much obstruction. Abandoned vehicles will be towed.

**Main Street Parking Lot:** The Contractor shall plow the parking lot area shown in the enclosed map. Snow accumulation will be adhered to as per **WORK AREA #2**. Snow will be removed from the parking lot after every storm. This lot does have overnight parking. The City will assign parking areas to allow the Contractor to plow without much obstruction. Abandoned vehicles will be towed.

**The contract award for area "3" shall be the Parking Garage/Alleyway and the Main Street parking lot combined.**

## WORK AREA #4
## MILLER STREET (NORTH) & MILLER STREET (SOUTH) PARKING LOTS

The Contractor will be responsible for plowing and snow removal in the Miller Street parking lots, shown on the map labeled WORK AREA #4.The Contractor shall plow and remove the snow, including windrows left behind on the street way and stockpiled from the parking stalls, by the Auburn Public Works Department and the Auburn Housing Authority, in Miller Street North side (Phoenix Block) and Miller Street South (Behind Roak Block), as designated on the drawing. This shall conform to **WORK AREA #2** as it relates to snow accumulation. **Disposal of snow will not be allowed on site**. Removal and disposal of snow shall be done after each storm. The Contractor will be responsible to forewarn the City and the Housing Authority, who will in turn assure that the tenants have moved their vehicles from the areas.

## WORK AREA #5
## NORWAY SAVINGS BANK ARENA PARKING LOT
## OPTIONAL

The Contractor will be responsible for plowing and snow removal in the parking lot at the Norway Savings Bank Arena, shown on the map labeled WORK AREA #5. Snow accumulation will be adhered to as per **WORK AREA #2**. Snow will be removed from the parking lot after every storm. Depending on Bid Prices, this area will be optional and may be eliminated from this proposal.

## MISCELLANEOUS HOURLY WORK

The Public Works Department is also seeking hourly prices for equipment with operators for potential use in supplementing the Public Works crew if additional equipment and manpower is needed due to unusual circumstances such as equipment breakdowns or unusually heavy snowfall amounts.

**SNOW PLOWING AND REMOVAL**
**BID PROPOSAL – 2014-2015**

TO: CITY OF AUBURN, MAINE
Purchasing Agent
60 Court Street, Suite 410
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for sixty days (60) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

| **Work Areas** | **Plowing/Removal Price per Storm** |
|---|---|
| | |
| Area #1 Great Falls Parking Lot | |
| Area #2 Mechanic's Row Parking Lot | |
| Area #3 Mechanic'sRow Parking Garage/Alleyway/Main St. Parking Lot | |
| Area #4 Miller Street North and South Parking Lots | |
| | |
| | |

| **Optional Work Areas** | **Plowing/Removal Price per Storm** |
|---|---|
| | |
| Area #1A Great Falls Parking Lot - Satellite | |
| Area #5 Norway Bank Arena | |

Provide an alternate price based on lump sum annual contract verse per storm (optional).

$ _____ (Dollar amount)

$ _____ (Written amount)

Miscellaneous hourly work as requested by Highway Department:

Tri-Axle/Operator $_____ Dump Trailer/Operator $_____

Wheeler/Operator $_____ Loader (minimum 3cy)/Operator $_____

Total Hourly Rate $_____

**Optional second year contracts** will be subject to review and approval on an annual basis and will be dependent on available funding authorized by the City Council.

**List of available equipment:**

_____ _____

_____ _____

_____ _____

_____ _____

Where equipment will be stored during winter contract: _____

_____.

Available work force: _____

_____.

Guaranteed response time: _____

Name, address, and telephone numbers of coordinators (contact personnel) in case of emergency:

_____ _____ _____

_____ _____ _____

_____ _____ _____

Terms _____

*Signature*_____ *Name(print)*_____

*Title*_____ *Company*_____

*Address*_____ _____

*Telephone No.*_____ *Email Address:*_____

STATE OF MAINE
_____, SS. Date:_____

Personally appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

_____
Notary Public

_____
Print Name
Commission Expires:_____

City of Auburn Accepted by _____ Date:_____
Its City Manager, Duly Authorized
Or its designee

**SNOW PLOWING AND REMOVAL**
**BID PROPOSAL -- 2015 - 2016 (Optional)**

TO: CITY OF AUBURN, MAINE
Purchasing Agent
60 Court Street, Suite 410
Auburn, ME 04210

The undersigned individual/firm/business guarantees this price for sixty days (60) from the bid due date. The undersigned submits this proposal without collusion with any other person, individual, or firm or agency. The undersigned ensures the authority to act on behalf of the corporation, partnership or individual they represent; and has read and agreed to all of the terms, requests, or conditions written herein by the City of Auburn, Maine. By signing this bid form, the firm listed below hereby affirms that its bid meets the minimum specifications and standards as listed above.

| **Work Areas** | **Plowing/Removal Price per Storm** |
|---|---|
| | |
| Area #1 Great Falls Parking Lot | |
| Area #2 Mechanic's Row Parking Lot | |
| Area #3 Mechanic's Row Parking Garage/Alleyway/Main St. Parking Lot | |
| Area #4 Miller Street North and South Parking Lots | |
| | |

| **Optional Work Areas** | **Plowing/Removal Price per Storm** |
|---|---|
| | |
| Area #1A Great Falls Parking Lot - Satellite | |
| Area #5 Norway Bank Arena | |

Provide an alternate price based on lump sum annual contract verse per storm (optional).

$ _____ (Dollar amount)

$ _____ (Written amount)

Miscellaneous hourly work as requested by Highway Department:

Tri-Axle/Operator $_____ Dump Trailer/Operator $_____

Wheeler/Operator $_____ Loader (minimum 3cy)/Operator $_____

Total Hourly Rate $_____

**Optional second year contracts** will be subject to review and approval on an annual basis and will be dependent on available funding authorized by the City Council.

**List of available equipment:**

_____ _____

_____ _____

_____ _____

_____ _____

Where equipment will be stored during winter contract: _____

_____.

Available work force: _____

_____.

Guaranteed response time: _____

Name, address, and telephone numbers of coordinators (contact personnel) in case of emergency:

_____ _____ _____

_____ _____ _____

_____ _____ _____

Terms _____

*Signature*_____ *Name(print)*_____

*Title*_____ *Company*_____

*Address*_____ _____

*Telephone No.*_____ *Email Address:*_____

STATE OF MAINE
_____, SS. Date:_____

Personally appeared _____ and acknowledged the foregoing instrument to be his/her free act and deed in his/her capacity and the free act and deed of said company.

_____
Notary Public

_____
Print Name
Commission Expires:_____

City of Auburn Accepted by _____ Date:_____
Its City Manager, Duly Authorized
Or its designee

**SAMPLE AGREEMENT**

THIS AGREEMENT is made this ***###*** day of ***Month Year***, by and between the CITY OF AUBURN, a municipal corporation existing under the laws of the State of Maine and located in the County of Androscoggin, State of Maine (hereinafter "CITY"), ***Company Name, Address, EIN***, (hereinafter "CONTRACTOR"),

WITNESSETH:
In consideration of the mutual covenants and conditions contained herein, the CITY and the CONTRACTOR agree as follows:

**SPECIFICATIONS**:

1. The CONTRACTOR shall furnish all of the material and perform all of the work shown on the drawings and described in the specifications entitled: ***Bid #*** XXXXX ***Bid Title*** which are attached hereto and made a part hereof, and the CONTRACTOR covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Invitation to Bid and the Specifications in return for payment as provided herein.

**COMPLETION DATE**:

2. The work to be performed under this Agreement shall be commenced by ***Month day, year*** and fully completed on or before ***Month day, year.***

**CONTRACT PRICE**:

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

**PERFORMANCE BOND**:

4. If required by the City, the CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of ***$Dollar amount or N/A (whichever applies)*** executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR. ❑ Yes, Required (Initials: ____) ❑ No, Waived (Initials ___)

**GUARANTEE**:

5.The CONTRACTOR shall guarantee his work against any defects in workmanship and materials for a period of one year from the date of the CITY's written acceptance of the project.

**PERMITS AND LICENSES**:

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

**CITY'S RIGHT TO TERMINATE CONTRACT**:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if it should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, and ordinances, or otherwise be guilty of a substantial violation of any provision of the Agreement, then the CITY when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the CONTRACTOR, and his surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

**CONTRACTOR'S LIABILITY INSURANCE**:

8.The CONTRACTOR shall not commence work under this Agreement until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar insurance required of subcontractor has been so obtained and approved. **It is a requirement that the CITY be named as an Additional Insured on the General Liability and Automobile Liability policies.**

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

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

(b) **Business Automobile Liability**

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

| | |
|---|---|
| Bodily Injury and Property Damage | $1,000,000 |

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

(c) **Workers' Compensation Insurance**

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

| | |
|---|---|
| Coverage A: | Statutory |
| Coverage B: | $100,000/$500,000/$100,000 |

(d) **Professional Liability**

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

Limits of Liability shall be as follows:
$1,000,000 per occurrence and in the aggregate site specific.

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

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

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

(g) The CONTRACTOR and his surety shall indemnify and save harmless the CITY, his officers and employees from all suits, actions or claims of any character brought because of any injuries or damage received or sustained by any person, persons or property on account of the operations of the said CONTRACTOR; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in construction of the work; or because of any act or omission, neglect, or misconduct of said CONTRACTOR; or because of any claims or amounts recovered from any infringements or patent trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act" or of any other law, ordinance, order or decree; and so much of the money due to the said CONTRACTOR under and by virtue of his/her contract as shall be considered necessary by the CITY for such purpose, may be retained; or in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims, for

injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the CITY.

(h) **Waiver of Subrogation**

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

(i) **Construction Agreement**

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

**DAMAGES**:

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

**LIENS**:

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

**ASSIGNMENT**:

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

**SUBCONTRACTS**:

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

**USE OF PREMISES**:

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

**CLEANING UP**:

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

**PAYMENTS**:

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

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

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

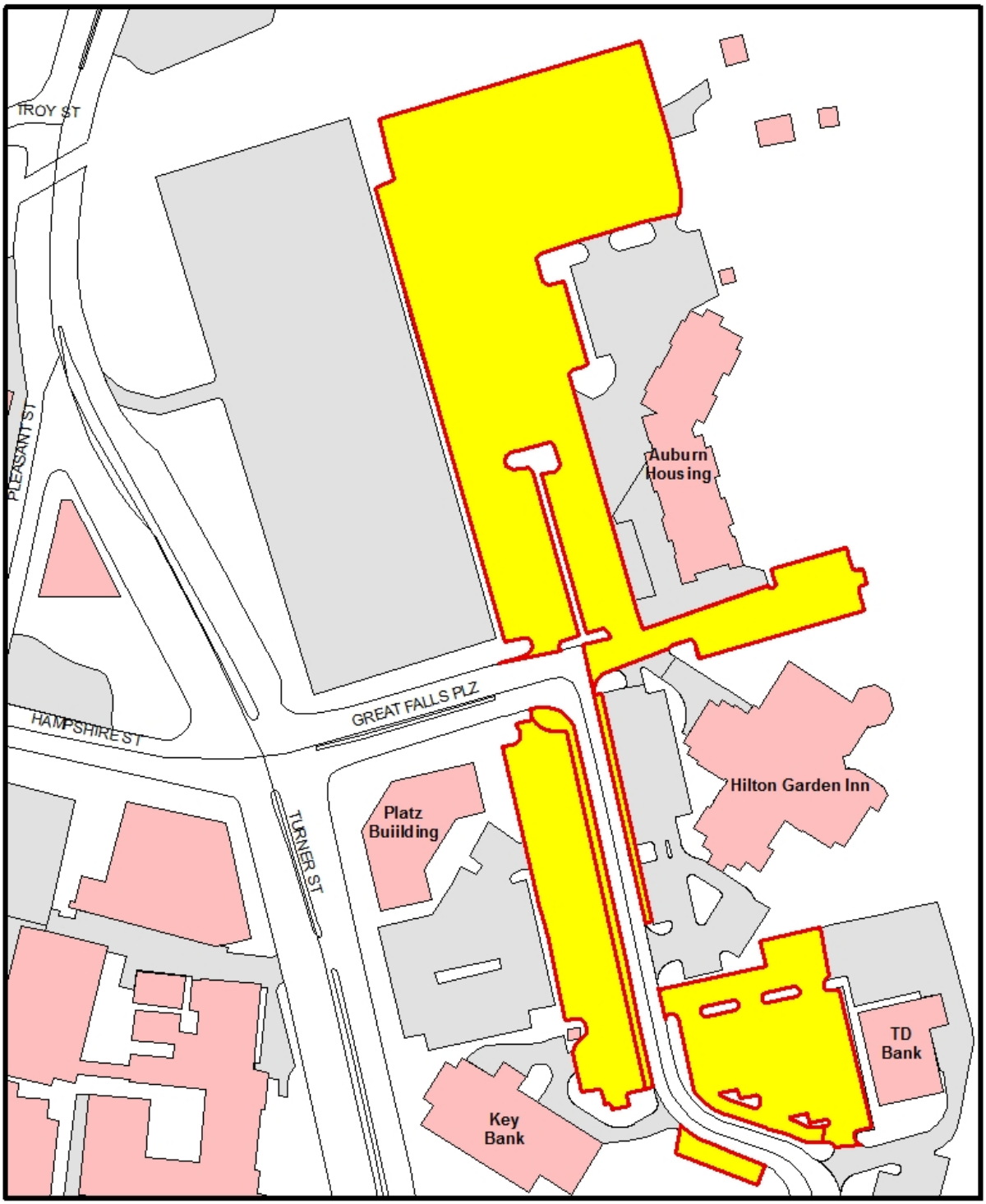
BY:_____ BY:_____

Witness Finance Director

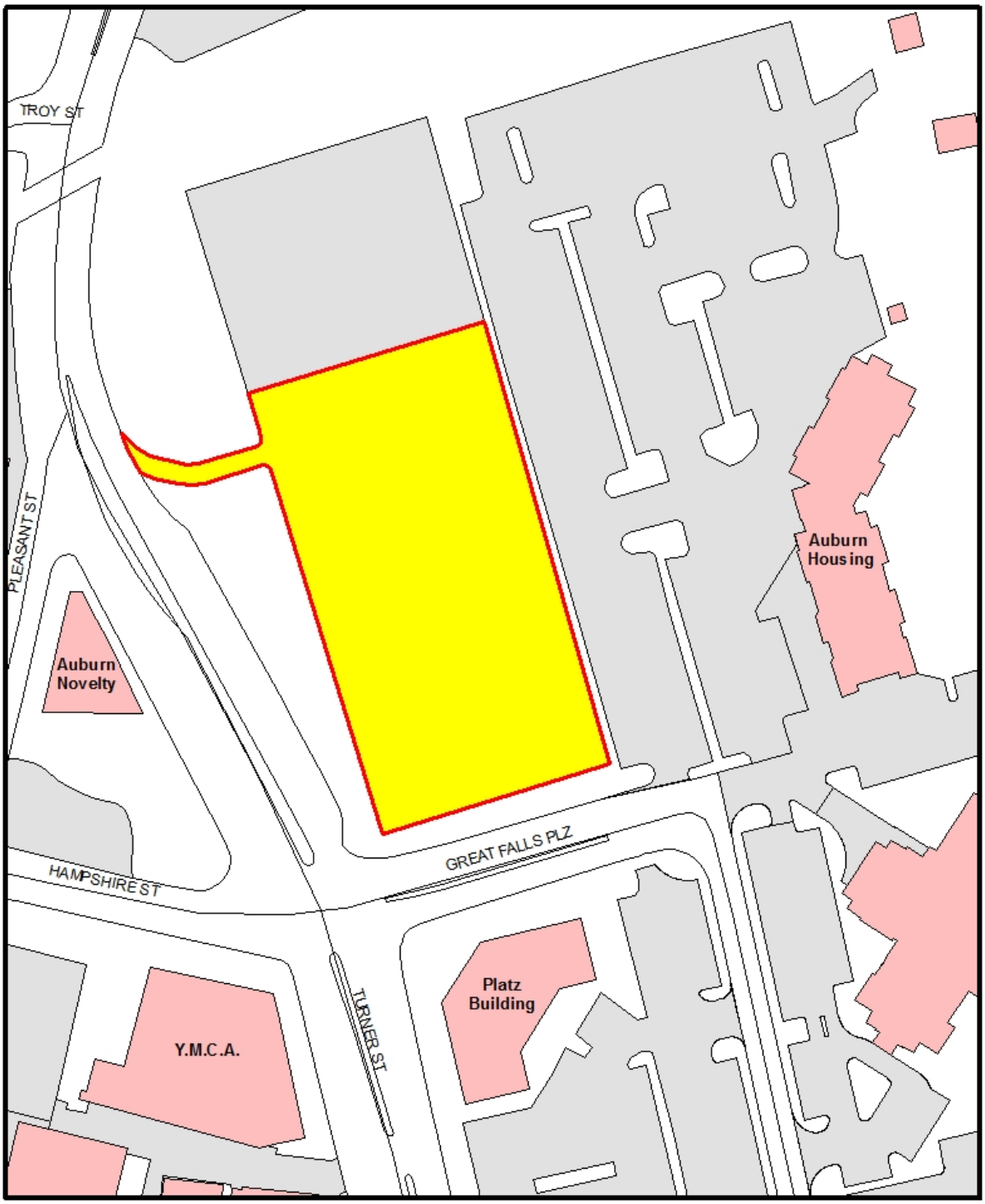
BY:_____ BY:_____

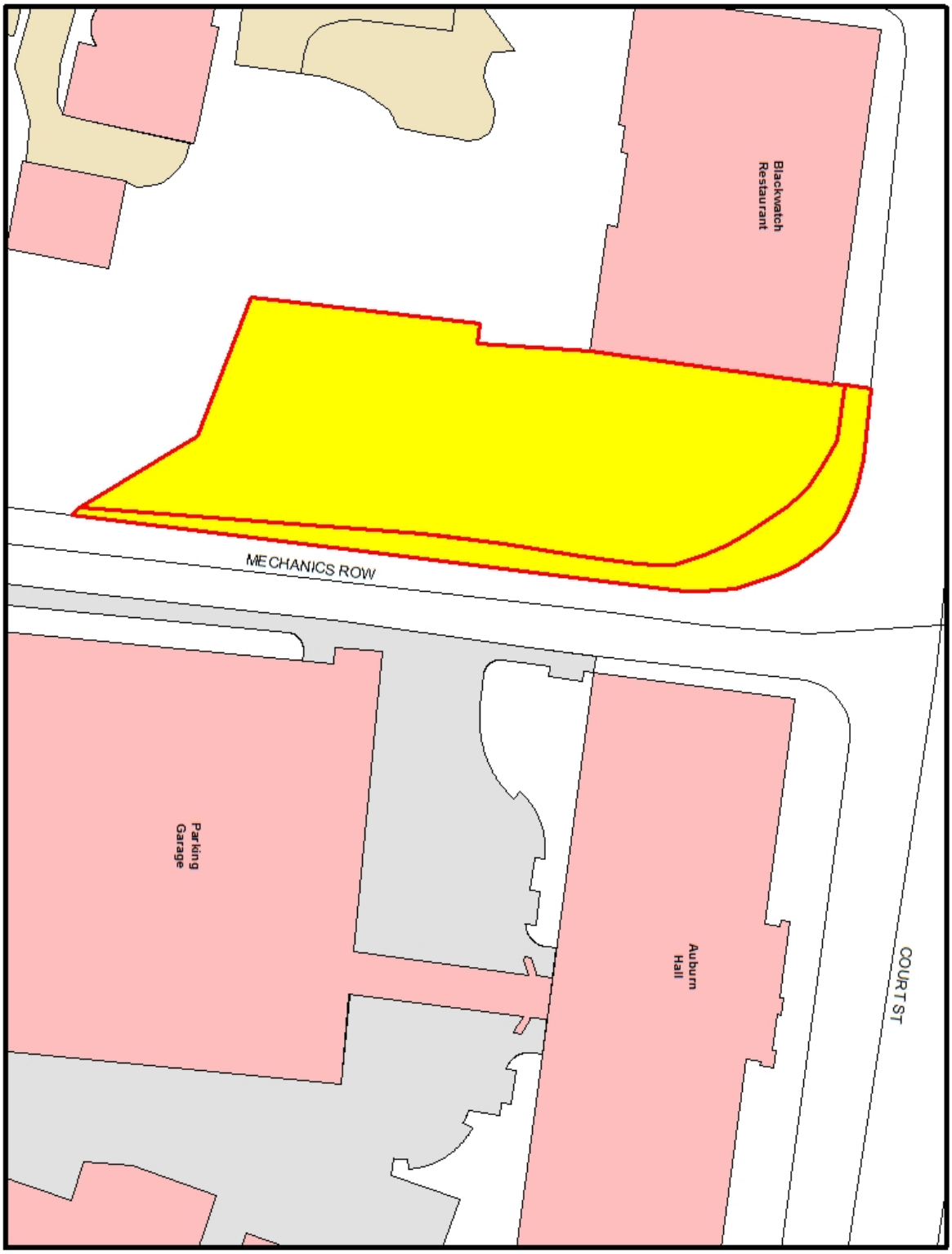
Witness Contractor

## WORK AREA #1



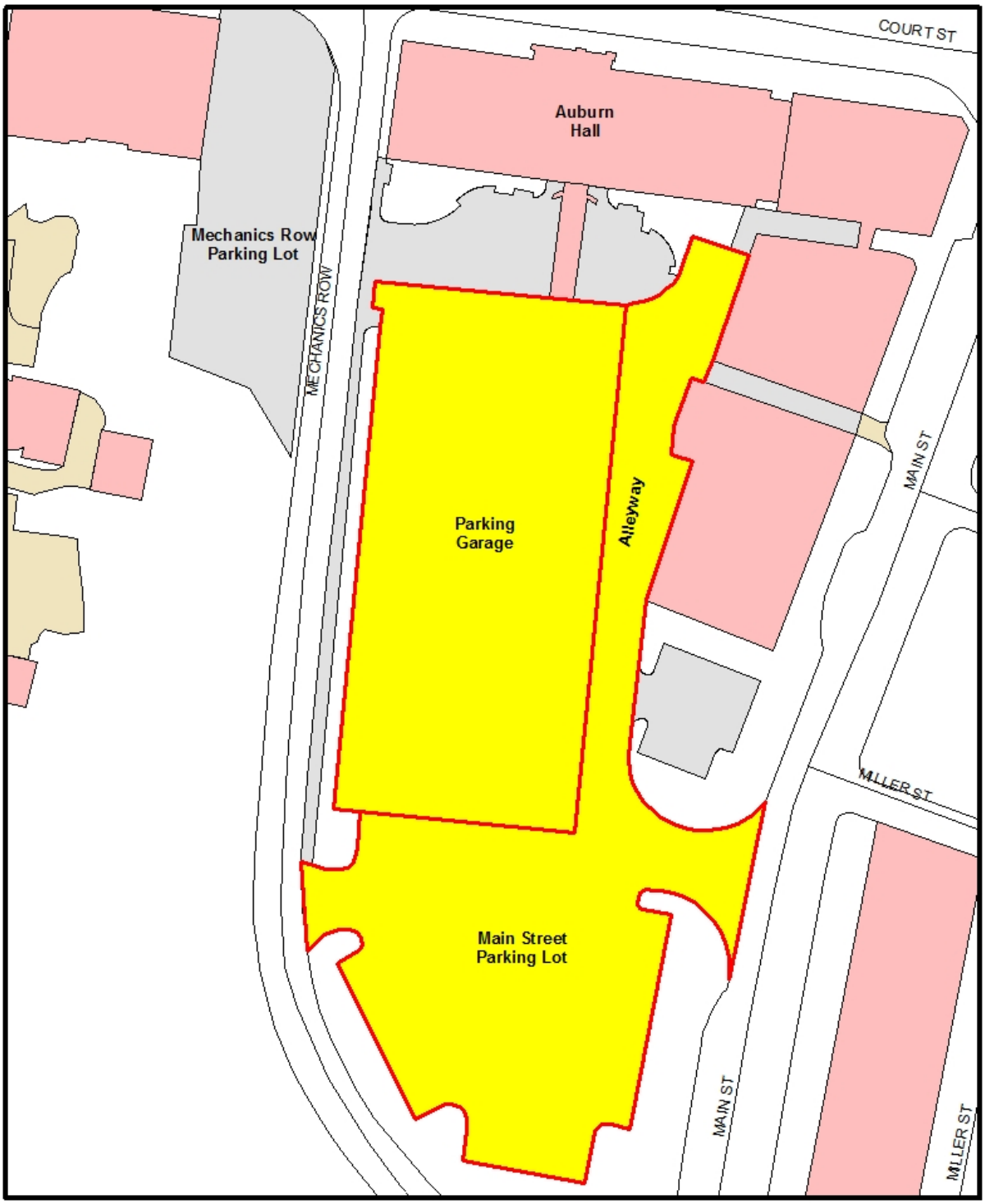
## WORK AREA #1A


TROY ST
PLEASANT ST
Auburn Novelty
Auburn Housing
GREAT FALLS PLZ
HAMPSHIRE ST
TURNER ST
Platz Building
Y.M.C.A.

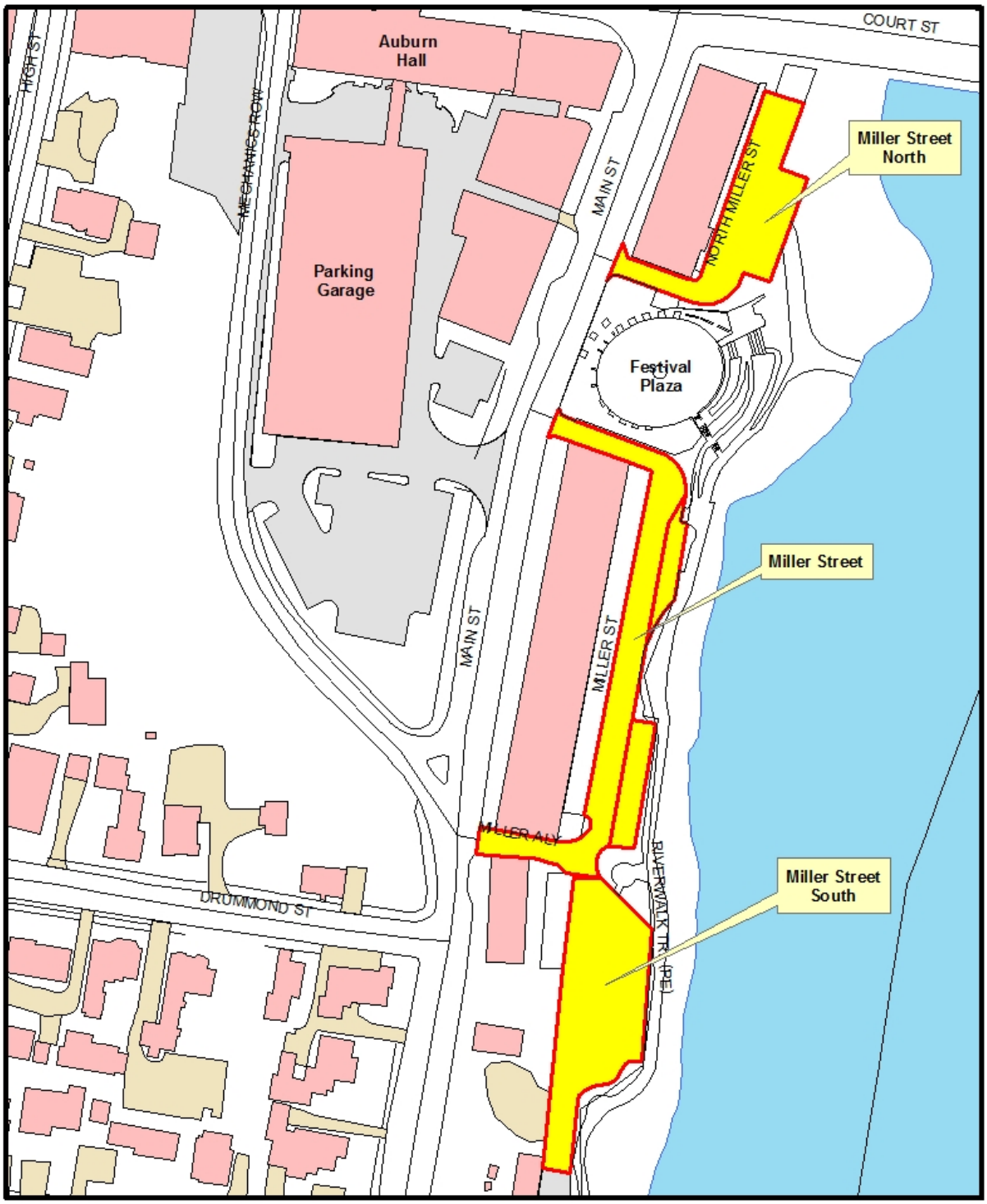
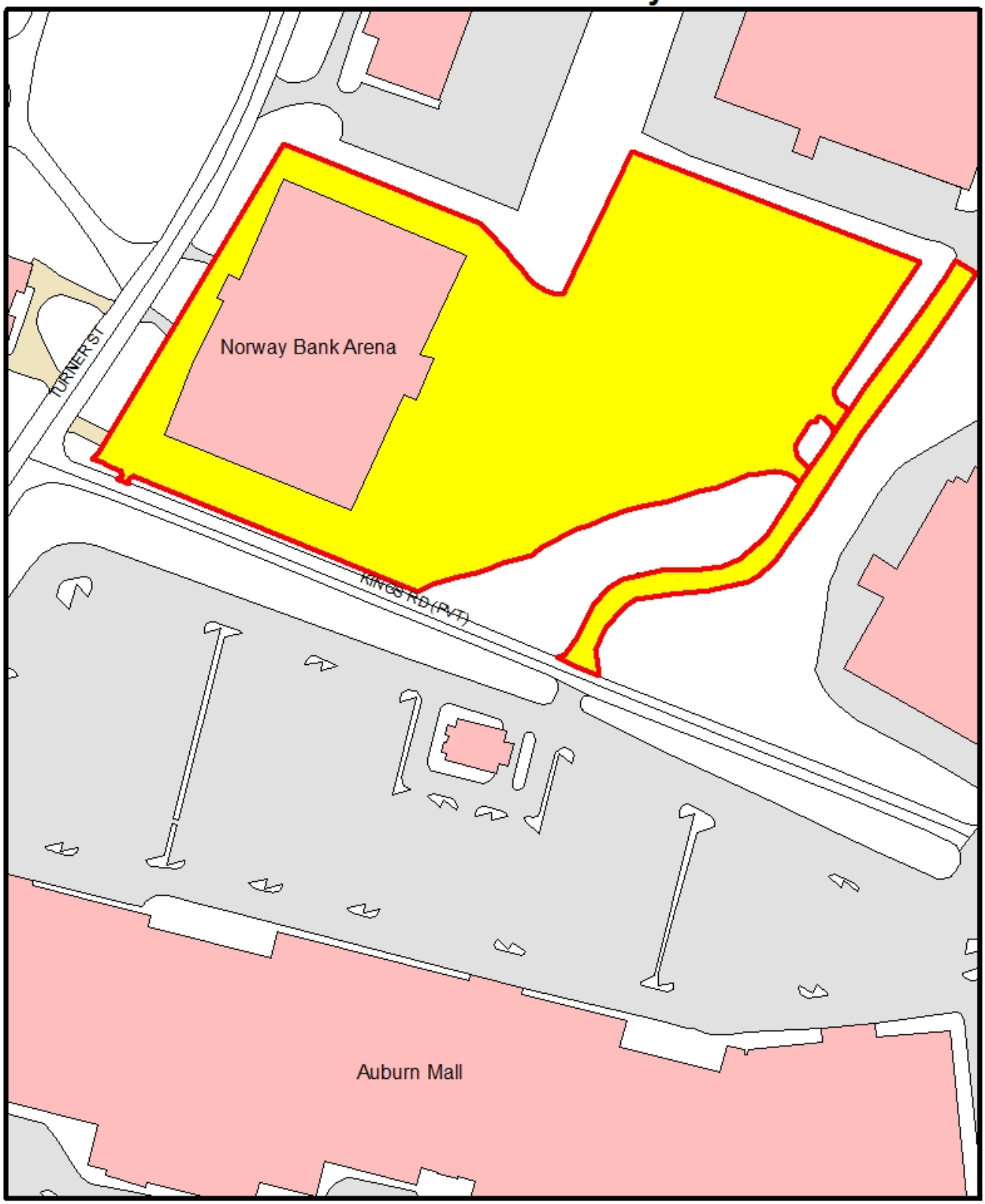

Blackwatch Restaurant
MECHANICS ROW
Parking Garage
Auburn Hall
COURT ST

**Work Area #2**

## WORK AREA #3


COURT ST
Auburn Hall
Mechanics Row Parking Lot
MECHANICS ROW
Parking Garage
Alleyway
MAIN ST
MILLER ST
Main Street Parking Lot
MAIN ST
MILLER ST

## WORK AREA #4


COURT ST
Auburn Hall
HIGH ST
MECHANICS ROW
Parking Garage
MAIN ST
NORTH MILLER ST
Miller Street North
Festival Plaza
Miller Street
MILLER ST
MAIN ST
MILLER ALY
DRUMMOND ST
RIVERWALK TRAIL
Miller Street South

## WORK AREA #5 - Norway Arena