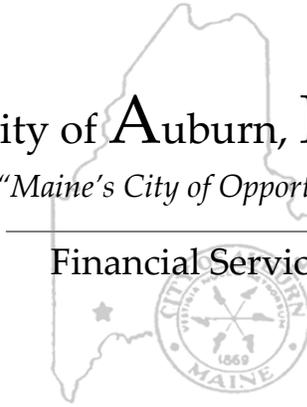


City of Auburn, Maine

"Maine's City of Opportunity"

Financial Services



October 22, 2014

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Public Works Facility for an **HVAC Repairs/Upgrades Project**, located at 296 Gracelawn Road, Auburn, ME. 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.

A **mandatory** pre-bid meeting to review the work site is scheduled for Wednesday, October 29, 2014 at 9:00 a.m. at the Auburn Public Works Facility, 296 Gracelawn Road, Auburn, ME. Please contact Derek Boulanger at dboulanger@auburnmaine.gov to confirm participation. Proposals will not receive consideration unless submitted in accordance with the following instructions to bidders. Please mark sealed envelopes plainly: **"Auburn Public Works Facility, HVAC Repairs/Upgrades Project – Bid #2015-008."**

Questions regarding this Request for Proposals should be directed to Derek Boulanger, Facilities Manager/Purchasing Agent, at (207) 333-6601, ext. 1135.

Please submit your proposal to the City of Auburn by **2:00 p.m. Thursday, November 13, 2014.** Proposals will be opened at 2:00 p.m. Proposals must be delivered to **Derek Boulanger, Facilities Manager/Purchasing Agent, 60 Court Street, Auburn, ME 04210** on or before the date and time appointed. No proposals will be accepted after the time and date listed above.

Sincerely,

Derek Boulanger
Facilities Manager/
Purchasing Agent

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CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed bid form for quotations. Whenever, in bid forms, an article is defined by using a trade name or catalog number, the term "or approved equal", if not inserted, shall be implied.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in the best interest of the City. Prices stated are to be "delivered to destination".
3. Bid proposals must be completed in full, in ink, and must be signed by firm official. Bid proposal **must be notarized** prior to bid being sealed and will be disqualified if not notarized. Bids may be withdrawn prior to the time set for the official opening.
4. Bids will be opened publicly. Bidders or representatives may be present at bid opening.
5. Awards will be made to the lowest responsible bidder, considering the quality of the materials, date of delivery, cost which meets specification and is in the best interest to the City of Auburn.
6. All transportation charges, including expense for freight, transfer express, mail, etc. shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.
7. The terms and cash discounts shall be specified. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance or from date of correct invoice, whichever is later.
8. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.
9. Time of delivery shall be stated. If time is of the essence, the earliest date may be a factor in the bid award.
10. No contract may be assigned without the written consent of the Finance Director or her designate. The contract shall not be considered valid until a purchase order has been issued to the successful bidder.
11. Please state **"Auburn Public Works Facility, HVAC Repairs/Upgrades Project – Bid #2015-008"**, 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.

5. Retainage and Payments

Retainage in the amount of 10% will be held from each progress payment and shall be released at the discretion of the Project Engineer. Payments shall be made by the City to the Contractor 30 days after receipt of the request for payment.

PERFORMANCE SPECIFICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The specifications and general provisions of the Contract, including General and Supplementary Conditions and the City of Auburn requirements, apply to this Section.
- B. This section applies to all Divisions.

1.2 SITE INSPECTION

- A. The mechanical contractor is required to make a pre-bid site visit in order to submit a bid on this project.

1.3 GENERAL

- A. This Section includes mechanical items common to all of the division specification sections.
- B. Provide services, skilled and common labor, and all apparatus and materials required for the complete repairs and installation as shown and within the intent of the contract documents, field conditions, and code requirements.
- C. The intention of these Contract Documents is to call for finished work, fully tested and ready for operation. Any components or labor not mentioned in the Contract Documents but required for functioning systems shall be provided at no additional cost. Should there appear to be any discrepancies or questions of intent, the Contractor shall refer the matter to the Architect/Engineer for decision before start of any related work.
- D. The Contract Documents indicate the general arrangement of systems and equipment but do not show all required fittings and offsets that may be necessary to connect pipes and ductwork to equipment, and to coordinate with other trades. Provide all necessary fittings, offsets and runs based on field measurements and at no additional cost. Coordinate with the Owner, Engineer, and other trades for space available and relative location of equipment and accessories. Pipe and duct locations may be altered by contractor where necessary to avoid interferences and clearance difficulties.
- E. Project Conditions: Full Owner Occupancy: The Owner intends to occupy the project site during construction. The Contractor shall cooperate with the Owner to minimize conflicts with the Owner's operations.

1.4 EFFICIENCY MAINE

- A. This project intends to pursue Efficiency Maine (EM) prescriptive and/or custom incentives where applicable. The contractor shall coordinate the activities associated with Efficiency Maine incentive approval process including but not limited to; preparation and submission of all applicable incentive applications, receiving pre-approval when applicable, the tracking and submission of measure specific invoices to Efficiency Maine within 60 days of the completion of the work, and follow-up as necessary until the City of Auburn receives the incentives.
- B. The contractor shall also:
 - 1. Become familiar with the Efficiency Maine Business Program including available incentives and the application and review process.
 - 2. Review the specifications and field conditions for compliance with Efficiency Maine standards for applicable systems and technologies.
 - 3. Review the specifications for any and all incentive opportunities, prescriptive and custom.
- C. The project schedule shall reflect and accommodate the time required to achieve application preapproval from EM. No equipment shall be purchased until preapproval is received from EM.
- D. All invoices shall be forwarded to EM and the Owner within 60 days of the completion of work. This deliverable shall be shown on the project schedule as a milestone date and coordinated with all contractors to assure compliance with this requirement.
- E. Efficiency Maine is available to assist in the application process and can be reached at 866-376-2463. Contractor must contact EM prior to submittals to review the project equipment and scope.

1.5 SUMMARY

- A. This is a design-build mechanical project. The information provided in this specification is intended to communicate the preferences of the owner. It is the Mechanical Contractor's responsibility to properly repair, service, design, install, start/test, and warranty the materials and workmanship of this project.
- B. The information provided in this section is intended to provide the minimum size, quantities, and quality of material – it is the Mechanical Contractor's responsibility to provide and install what the Mechanical Contractor believes to be the correct sizes and quantities.
- C. It is the Mechanical Contractor's responsibility to design and install the systems per the following Codes and Standards:
 - 1. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having

jurisdiction, and marked for intended use. All wiring shall be in accordance with the latest issue of the National Electrical Code (NEC).

2. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1-2004, Section 5 - "Systems and Equipment" and Section 7 - "Construction and Startup."
 3. ASHRAE/IESNA 90.1-2004 Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2010, Section 6 - "Heating, Ventilating, and Air-Conditioning."
 4. AMCA Compliance: Products shall comply with performance requirements and shall be licensed to use the AMCA-Certified Ratings Seal.
 5. NEMA Compliance: Motors and electrical accessories shall comply with NEMA standards.
 6. UL Standard: Power ventilators shall comply with UL 705.
 7. IECC 2009 (International Energy Conservation Code).
 8. Applicable City of Auburn, Maine Ordinances.
- D. The Mechanical contractor is responsible for all permits, fees, licenses, inspections, etc., required for the Work.
- E. The Mechanical Contractor is responsible to design, install, service, and make necessary repairs for complete and operating systems including, but not limited to:
1. Air Handling Units; AHU-1 and AHU-2.
 2. Exhaust and Supply Fans; GEF-1 through GEF-6, GSF-1, EF-1, and EF-2.
 3. Two-Zone Ductless Mini-Split Unit; CU-1, EV-1, and EV-2.
 4. New Mini-Split Ductless Heat Pump Units (Add Alternate #1).
- F. Submit with your bid, a summary of your design including equipment manufacturers and existing equipment and material that you intend to reuse.
- G. Remove from job-site and properly dispose of all materials that are not being reused.

NOTE – OWNER HAS THE OPTION TO KEEP ANY OF THE REMOVED MATERIAL AND EQUIPMENT.

1.6 SUBMITTALS (if awarded contract)

- A. Submit shop drawings, manufacturers' data and certificates for equipment, materials and finish, and pertinent details for each system where specified.

- B. Review will be for type and quality. Quantities and the ability to perform the function intended shall be the responsibility of the Contractor.

PART 2 - PRODUCTS AND SYSTEMS

2.1 MANUFACTURERS

- A. In other PART 2 articles where subparagraph titles below introduce lists, the following requirements apply for product selection:
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the manufacturers specified.

2.2 AIR HANDLING UNITS AHU-1 AND AHU-2

- A. For the two (2) Air Handling Units located on the roof, the scope of work is as follows:
 - 1. AHU-1; The unit is Trane Co, Model TCH 036A3R0A01F100A1000700:
 - a. The condenser fan imbalance should be corrected by rebalancing the fan or replacing the fan unit if necessary. Genuine parts should be used.
 - b. The unit should be thoroughly cleaned and serviced.
 - c. This unit is currently using R-22 refrigerant. The unit shall be converted to an EPA compliant refrigerant such as R-407C and the unit's mineral oil shall be replaced with an oil that is compliant with the new refrigerant.
 - 2. AHU-2; The unit is Bryant Model 548DJX060000AAAA:
 - a. Install a manual damper in the duct branch that supplies the second floor storage room.
 - b. The unit should be thoroughly cleaned and serviced.
 - c. Economizer operation shall be checked and repaired if necessary.
 - d. The corrosion in the heater section shall be repaired as necessary.

2.3 EXHAUST AND SUPPLY FANS

- A. For the six (6) Exhaust Fans GEF-1 to GEF-6 located on the roof, one (1) supply fan GSF-1 located on the garage wall, and two (2) centrifugal roof fans EF-1 and EF-2; the scope of work shall be as follows:

1. Garage Exhaust Fans (GEF); All six (6) Garage Exhaust Fans are Greenheck roof mounted type:
 - a. Each GEF shall be thoroughly serviced.
 - b. The motor shall be replaced on GEF-5. The motor is 1.5 HP, 208V/3 PH/60 Hz. The replacement motor shall be a genuine replacement part and match the existing fan housing.
 - c. Replace the existing static dampers with new low-leak gasketed dampers with new actuator on the opening of each of the six (6) Garage Exhaust Fans GEF-1 to GEF-6. The new motorized dampers shall be interlocked with both the automatic and manual mode of fan operation. The fan start and damper closing shall be delayed by 60 seconds upon energizing or de-energizing the fan.
 - d. The ductwork projecting down from the six (6) roof mounted GEF's shall be insulated with 1.5" thick mineral fiber, flexible insulation for the exterior of sheet metal ducts with minimum R-value of 6. The thermal insulation shall be per ASTM C553 Mineral Fiber Blanket thermal insulation for Commercial and Industrial Application, Type II.
2. Garage Supply Fan (GSF-1); Wall mounted type:
 - a. GSF-1 shall be thoroughly serviced.
 - b. Replace the existing static damper with a new low-leak gasketed damper with new actuator on the opening of the one (1) Garage Supply Fan GSF-1. The new motorized damper shall be interlocked with both the automatic and manual mode of fan operation. The fan start and damper closing shall be delayed by 60 seconds upon energizing or de-energizing the fan.
 - c. The ductwork projecting in from the wall mounted GSF-1 shall be insulated with 1.5" thick mineral fiber, flexible insulation for the exterior of sheet metal ducts with minimum R-value of 6. The thermal insulation shall be per ASTM C553 Mineral Fiber Blanket thermal insulation for Commercial and Industrial Application, Type II.
3. Exhaust Fan (EF-1); Serves the restroom(s) and locker room and is a generic brand centrifugal roof fan:
 - a. EF-1 shall be thoroughly serviced and the belt replaced.
 - b. Install occupancy sensors to control the lights and exhaust fan EF-1 in the areas served. The exhaust fan control shall incorporate a 15 minute delayed off setting.
4. Exhaust Fan (EF-2); Serves the old break room and is a Penn Ventilator, model AT-20, centrifugal roof fan:
 - a. EF-2 shall be thoroughly serviced and the motor replaced.

- b. The manual switch for EF-2, located in the old break room, shall be replaced with a timed ON/OFF switch.

2.4 TWO-ZONE DUCTLESS MINI-SPLIT UNIT

- A. For the existing Fujitsu two-zone ductless mini-split unit, model AOU18RLXFZ (condenser), the scope of work shall be as follows:
 1. The one (1) condensing unit, CU-1, on the roof shall be thoroughly cleaned and serviced.
 2. The two (2) evaporators, EV-1 and EV-2, shall be thoroughly cleaned and serviced.
 3. Verify refrigerant pressure in the system and fill if necessary.

2.5 NEW MINI-SPLIT HEAT PUMP UNITS (**ADD ALTERNATE #1**)

- A. Provide an alternate to design and install 6 zones of Efficiency Maine compliant mini-split ductless Heat Pumps for the following second floor office area zones:
 1. Zone 1 - General Office – 738 S.F.
 2. Zone 2 - Corner Office – 240 S.F.
 3. Zone 3 - Office – 161 S.F.
 4. Zone 4 - Office – 150 S.F.
 5. Zone 5 - Old Break Room – 596 S.F.
 6. Zone 6 - New Break Room – 283 S.F.
- B. WALL-MOUNTED, EVAPORATOR-FAN COMPONENTS
 1. Cabinet: Enameled steel with removable panels on front and ends in color selected by the Owner, and discharge drain pans with drain connection.
 2. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1-2010.
 3. Drain Pan and Drain Connection: Comply with ASHRAE 62.1-2010.
 4. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with thermal-expansion valve.
 5. Electric Coil: Helical, nickel-chrome, resistance-wire heating elements with refractory ceramic support bushings; automatic-reset thermal cutout; built-in magnetic contactors; manual-reset thermal cutout; airflow proving device; and one-time fuses in terminal box for overcurrent protection.

6. Fan: Direct drive, centrifugal fan.
7. Special Motor Features: Multi-tapped, multispeed with internal thermal protection and permanent lubrication.
8. Filters: Permanent, cleanable.
9. Control: The units shall have a wall mounted, hard wired, sensor/controller for each zone. It shall have an On/Off Power switch, Cooling Operation, Heating Operation, Automatic Operation, Dry Operation, Fan Only Operation, Fan Setting, On/Off Timer Setting, and Temperature Adjustment.

C. AIR-COOLED, COMPRESSOR-CONDENSER COMPONENTS

1. Casing: Steel, finished with baked enamel in color selected by the Owner, with removable panels for access to controls, weep holes for water drainage, and mounting holes in base. Provide brass service valves, fittings, and gage ports on exterior of casing.
2. Compressor: Hermetically sealed with crankcase heater and mounted on vibration isolation. Compressor motor shall have thermal- and current-sensitive overload devices, start capacitor, relay, and contactor.
3. Compressor Type: Reciprocating or Scroll.
4. Two-speed compressor motor with manual-reset high-pressure switch and automatic-reset low-pressure switch.
5. Refrigerant: R-407C or R-410A.
6. Refrigerant Coil: Copper tube, with mechanically bonded aluminum fins, complying with ARI 210/240, and with liquid sub-cooler.
7. Heat Pump Components: Reversing valve and low-temperature air cut-off thermostat.
8. Fan: Aluminum-propeller type, directly connected to motor.
9. Motor: Permanently lubricated, with integral thermal-overload protection.
10. Low Ambient Kit: Provide factory low ambient operating kit that permits operation down to -15 F.
11. Mounting Base: Polyethylene.
12. Minimum Energy Efficiency: Comply with ASHRAE/IESNA 90.1-2010, "Energy Standard for Buildings except Low-Rise Residential Buildings" and for Efficiency Maine incentives.

2.6 POWER ELECTRICAL WIRING

- A. It is the Mechanical Contractors responsibility to provide all electrical distribution equipment and power wiring to the new Heat Pumps listed in Add Alternate #1 or as required for other work. This work must be performed by an electrician licensed in the State of Maine.
- B. Wiring shall be installed in EMT conduit where exposed. MC Cable assemblies shall be allowed where concealed in walls or above ceilings. Connections to vibrating equipment shall be in liquid-tite conduit.
- C. Installation to meet NFPA 70 National Electrical Code Standards.

PART 3 - EXECUTION**3.1 INSTALLATION AND REPAIRS**

- A. Perform work by qualified journeymen of their respective trades who are employed by a firm that can demonstrate successful experience with work similar in type, quality and extent to the work required by this project.
- B. Install mechanical equipment to facilitate maintenance and repair or replacement of equipment components. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.
- C. Cutting and Patching: Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
- D. Firestopping: Use only through-penetration firestop system products that have been tested for specific fire-resistance-rated construction conditions conforming to construction assembly type, penetrating item type, annular space requirements, and fire-rating involved for each separate instance.
- E. Roofing: Coordinate installation of roof penetrations with roofing subcontractor.
- F. Operation and Maintenance Data: Provide manufacturer's printed operating procedures to include start-up, break-in, routine and normal operation instruction; regulation control, stopping, shut-down, and emergency instructions; and summer and winter operation instructions. Provide copies of warranties.
- G. Provide owner with a one year warranty on all parts and labor. Provide the owner with any and all standard warranties from the manufacturer.

BID PROPOSAL FORM
Due Thursday, November 13, 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, 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. 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 _____

SCHEDULE OF VALUES

PROJECT NAME: **Auburn Public Works Facility, HVAC Repairs/Upgrades Project – Bid #2015-008**

CONTRACTOR SCHEDULE OF VALUES

| <u>Item</u> | <u>Description</u> | <u>Value</u> |
|-------------|---|-----------------------|
| 1. | General Conditions | \$_____ . ____ |
| 2. | Bonds (if required) & Insurance | \$_____ . ____ |
| 3. | AHU-1 Repairs and Maintenance | \$_____ . ____ |
| 4. | AHU-2 Repairs and Maintenance | \$_____ . ____ |
| 5. | GEF-1 to GEF-6 Repairs and Maintenance | \$_____ . ____ |
| 6. | GSF-1 Repairs and Maintenance | \$_____ . ____ |
| 7. | EF-1 Repairs and Maintenance | \$_____ . ____ |
| 8. | EF-2 Repairs and Maintenance | \$_____ . ____ |
| 9. | Supply & Exhaust Damper Replacements | \$_____ . ____ |
| 10. | Two-Zone Mini-Split Maintenance | \$_____ . ____ |
| 11. | Other (specify) _____ | \$_____ . ____ |
| 12. | Other (specify) _____ | \$_____ . ____ |
| 13. | TOTAL (Sum of Items 1 through 122) | \$_____ . ____ |
| | | |
| A. | ADD ALTERNATE #1 | |
| | Install Heat Pumps in 2 nd Floor Office Area | \$_____ . ____ |

TOTAL OF ALL LINE ITEMS IN SCHEDULE OF VALUES MUST EQUAL FINAL BASE BID.

THERE MUST BE AMOUNTS IN EACH OF THE SPECIFIED ITEMS ABOVE.

FAILURE TO PROPERLY COMPLETE THIS ATTACHEMENT WILL BE CONSIDERED A NON RESPONISVE PROPOSAL AND WILL BE REJECTED.

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 |

(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 payments 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.

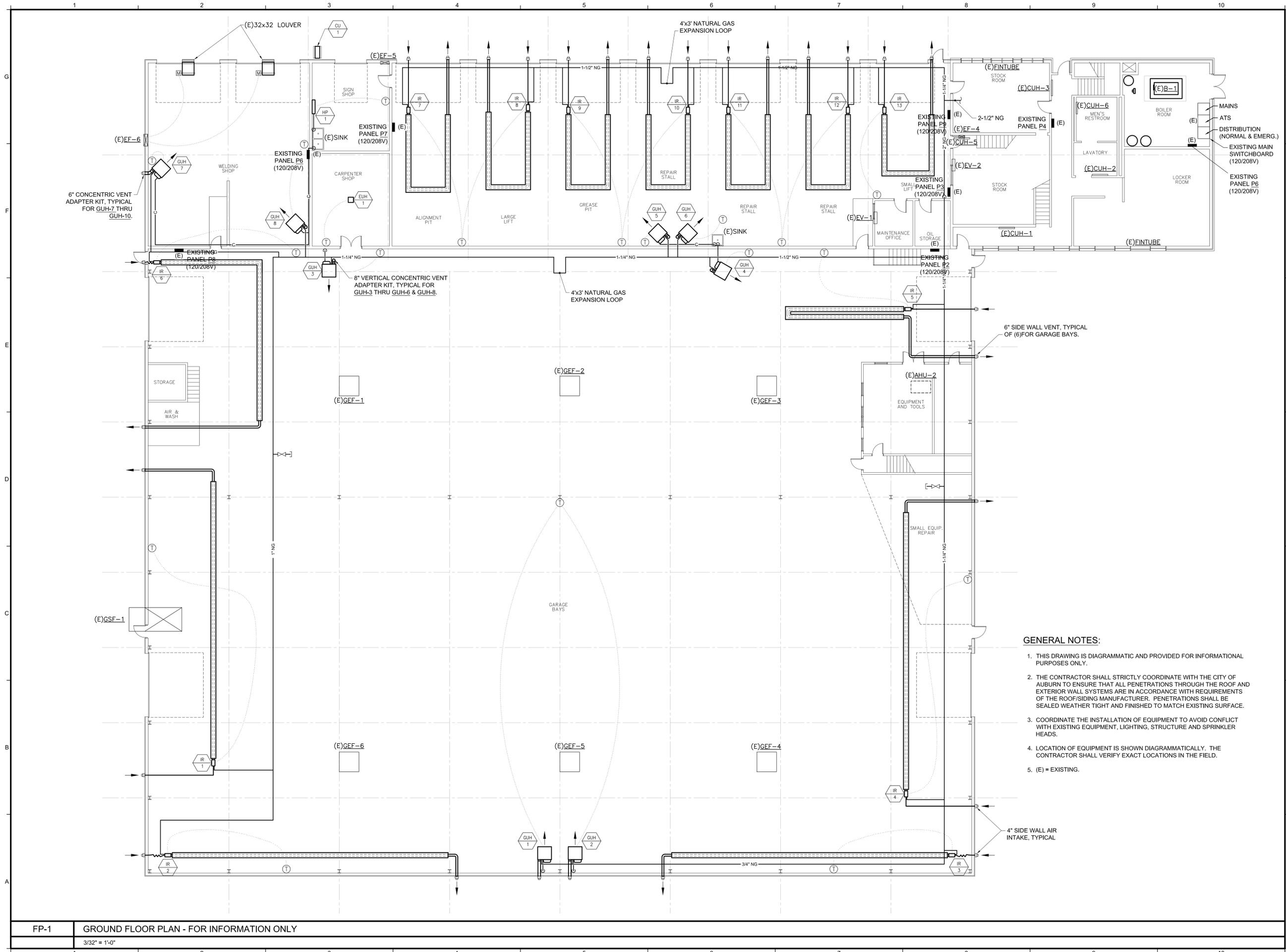
USE OF PREMISES:

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.

APPENDIX A
INFORMATIONAL DRAWINGS



Project:
HVAC REPAIRS
 ~ AUBURN PUBLIC WORKS
HIGHWAY GARAGE
 296 Gracelawn Road, Auburn, Maine
 Bid No. 2015-008

Client:
City of Auburn, Maine
 60 Court Street
 Auburn, Maine 04210

Legend:
 (E) = EXISTING

Consultant Name and Address:



- Drawing Status:
- CONCEPT DESIGN
 - 30% DESIGN DEVELOPMENT
 - 60% DESIGN DEVELOPMENT
 - 90% DESIGN DEVELOPMENT
 - 100% BID DOCUMENT
 - 100% CONSTRUCTION DOCUMENT
 - RECORD DOCUMENT

NO DRAWING SHALL BE RECOGNIZED AS A CONSTRUCTION DOCUMENT UNLESS IT BEARS A SIGNED REGISTRATION SEAL.

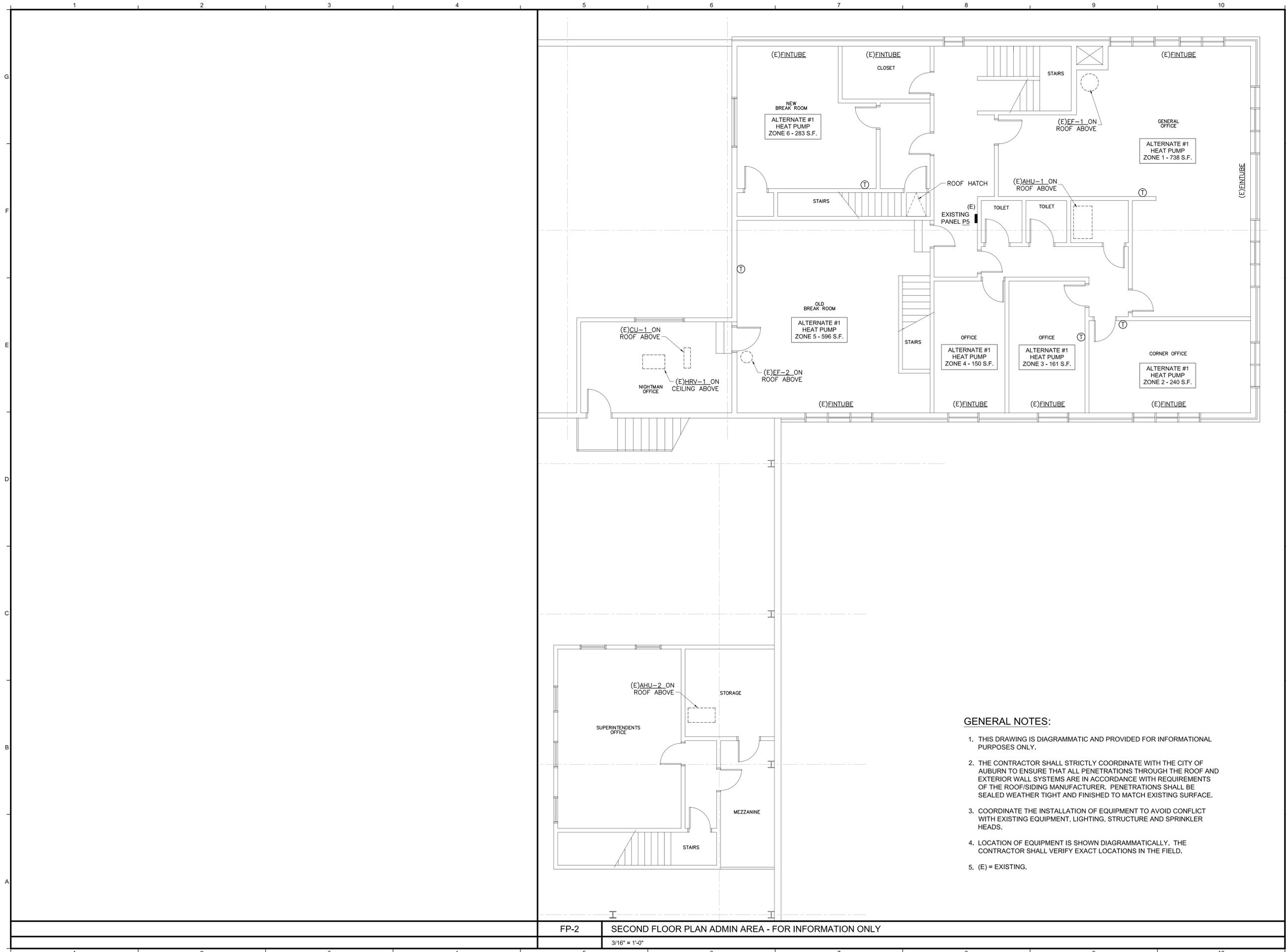
Sheet Title:
GROUND FLOOR PLAN FOR INFORMATION ONLY

| No. | Revision/Issue | Date |
|-----|----------------|------|
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| | | |
| | | |

Design by: _____ Checked by: _____
 Drawn by: _____ Approved by: _____
 Project: **Bid No. 2015-008** Date: **September 25, 2014**

Sheet Number:
FP-1

- GENERAL NOTES:**
- THIS DRAWING IS DIAGRAMMATIC AND PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
 - THE CONTRACTOR SHALL STRICTLY COORDINATE WITH THE CITY OF AUBURN TO ENSURE THAT ALL PENETRATIONS THROUGH THE ROOF AND EXTERIOR WALL SYSTEMS ARE IN ACCORDANCE WITH REQUIREMENTS OF THE ROOF/SIDING MANUFACTURER. PENETRATIONS SHALL BE SEALED WEATHER TIGHT AND FINISHED TO MATCH EXISTING SURFACE.
 - COORDINATE THE INSTALLATION OF EQUIPMENT TO AVOID CONFLICT WITH EXISTING EQUIPMENT, LIGHTING, STRUCTURE AND SPRINKLER HEADS.
 - LOCATION OF EQUIPMENT IS SHOWN DIAGRAMMATICALLY. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS IN THE FIELD.
 - (E) = EXISTING.



GENERAL NOTES:

1. THIS DRAWING IS DIAGRAMMATIC AND PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
2. THE CONTRACTOR SHALL STRICTLY COORDINATE WITH THE CITY OF AUBURN TO ENSURE THAT ALL PENETRATIONS THROUGH THE ROOF AND EXTERIOR WALL SYSTEMS ARE IN ACCORDANCE WITH REQUIREMENTS OF THE ROOF/SIDING MANUFACTURER. PENETRATIONS SHALL BE SEALED WEATHER TIGHT AND FINISHED TO MATCH EXISTING SURFACE.
3. COORDINATE THE INSTALLATION OF EQUIPMENT TO AVOID CONFLICT WITH EXISTING EQUIPMENT, LIGHTING, STRUCTURE AND SPRINKLER HEADS.
4. LOCATION OF EQUIPMENT IS SHOWN DIAGRAMMATICALLY. THE CONTRACTOR SHALL VERIFY EXACT LOCATIONS IN THE FIELD.
5. (E) = EXISTING.

Project:
**HVAC REPAIRS
 ~ AUBURN PUBLIC WORKS
 HIGHWAY GARAGE**
 296 Gracelawn Road, Auburn, Maine
 Bid No. 2015-008

Client:
**City of Auburn, Maine
 60 Court Street
 Auburn, Maine 04210**

Legend:

Consultant Name and Address:



- Drawing Status:
- CONCEPT DESIGN
 - 30% DESIGN DEVELOPMENT
 - 60% DESIGN DEVELOPMENT
 - 90% DESIGN DEVELOPMENT
 - 100% BID DOCUMENT
 - 100% CONSTRUCTION DOCUMENT
 - RECORD DOCUMENT

NO DRAWING SHALL BE RECOGNIZED AS A CONSTRUCTION DOCUMENT UNLESS IT BEARS A SIGNED REGISTRATION SEAL.

Sheet Title:
**SECOND FLOOR PLAN
 ADMIN AREA
 FOR INFORMATION ONLY**

| No. | Revision/Issue | Date |
|-----|----------------|------|
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| Design by: | Checked by: |
| Drawn by: | Approved by: |
| Project Bid No. 2015-008 | Date September 25, 2014 |

Sheet Number:
FP-2