

# City of Auburn, Maine

*"Maine's City of Opportunity"*

## Financial Services



December 1, 2014

Dear Bidder:

The City of Auburn is accepting written proposals for the Auburn Recreation Department for a **Window Replacement Project**. The City reserves the right to accept or reject any or all proposals in whole or in part and to waive any informality the City may determine necessary. The City also reserves to itself the exclusive right to accept any 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: "**Hasty Window Replacement Project – Bid #2015-016**"

There will be a mandatory pre-bid conference at the project site on **Monday, December 8, 2014 at 9 AM**.

Questions regarding this Request for Bids should be directed to A. Hal Barter, Housing Coordinator, at (207) 333-6601, ext. 1332.

Please submit your proposal to the City of Auburn by 2:00 p.m. **Monday, December 22, 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, 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

## Table of Contents

|  |    |
|--|----|
| CONDITIONS AND INSTRUCTIONS TO BIDDERS ..... | 3  |
| GENERAL CONDITIONS .....                     | 4  |
| 1. Equal Employment Opportunity .....        | 4  |
| 2. Save Harmless.....                        | 4  |
| 3. Subcontracting .....                      | 4  |
| 4. Warranty .....                            | 4  |
| BID PROPOSAL FORM.....                       | 5  |
| <i>SPECIFICATIONS</i> .....                  | 6  |
| 1. General Scope of the Work.....            | 7  |
| 2. Adendum A.....                            | 9  |
| 3. Adendum B.....                            | 14 |
| SAMPLE CONTRACT.....                         | 20 |

## 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. to include disposal of all debris and construction material 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 "**Hasty Window Replacement Project– Bid # 2015-016**", 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. Also see Addendum "A" Section 1.5.

**BID PROPOSAL FORM**  
**Due Monday, December 22, 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 \_\_\_\_\_

WORK WRITE-UP  
PROJECT # 2015-016

OWNER / PROPERTY INFORMATION

City of Auburn  
48 Pettingill Park Rd.  
Auburn, ME 04210  
Phone: 576-5220

CONTRACTOR INFORMATION

Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone \_\_\_\_\_

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**BID TOTAL** (to include any and all fees such as permitting fees) \$ \_\_\_\_\_

LIST ANY SUBCONTRACTORS THAT WILL BE ENLISTED TO PERFORM WORK ON THIS PROJECT. ALL LICENSES, CERTIFICATES AND COPIES OF INSURANCE MUST ALSO BE ATTACHED.

Contractor \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_

HASTY BUILDING

---

EXTERIOR

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1. WINDOW REPLACEMENT (A side of building):

See attachment "A" for window specifications.

See attachment "B" for window schedule.

Asbestos abatement will be required of all caulking and glazing by a qualified abatement company prior to window replacement using standard abatement practices.

Each opening will require framing members to be installed, the first framing member to be installed will be through-bolted to the existing steel I beam. Additional framing will be installed (using standard construction practices) to create a rough opening for each window in a cimetrical manner so that all windows are evenly spaced.

For windows being eliminated, a half inch sheathing will be installed under a 1/4" fanfold and sided with vinyl siding. Siding will be the AISide Prodigy or approved equal. Color of siding will match windows and will be installed per manufacturer's instructions.

\$ \_\_\_\_\_

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1. WINDOW REPLACEMENT (B side of building):

See attachment "A" for window specifications.

See attachment "B" for window schedule.

Asbestos abatement will be required of all caulking and glazing by a qualified abatement company prior to window replacement using standard abatement practices.

Each opening will require framing members to be installed, the first framing member to be installed will be through-bolted to the existing steel I beam. Additional framing will be installed (using standard construction practices) to create a rough opening for each window in a cimetrical manner so that all windows are evenly spaced.

For windows being eliminated, a half inch sheathing will be installed under a 1/4" fanfold and sided with vinyl siding. Siding will be the AISide Prodigy or approved equal. Color of siding will match windows and will be installed per manufacturer's instructions.

\$ \_\_\_\_\_

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1. WINDOW REPLACEMENT (C side of building):

See attachment "A" for window specifications.

See attachment "B" for window schedule.

Asbestos abatement will be required of all caulking and glazing by a qualified abatement company prior to window replacement using standard abatement practices.

Each opening will require framing members to be installed, the first framing member to be installed will be through-bolted to the existing steel I beam. Additional framing will be installed (using standard construction practices) to create a rough opening for each window in a cimetrical manner so that all windows are evenly spaced.

For windows being eliminated, a half inch sheathing will be installed under a 1/4" fanfold and sided with vinyl siding. Siding will be the AISide Prodigy or approved equal. Color of siding will match windows and will be installed per manufacturer's instructions.

\$ \_\_\_\_\_

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1. WINDOW REPLACEMENT (D side of building):

See attachment "A" for window specifications.

See attachment "B" for window schedule.

Asbestos abatement will be required of all caulking and glazing by a qualified abatement company prior to window replacement using standard abatement practices.

Each opening will require framing members to be installed, the first framing member to be installed will be through-bolted to the existing steel I beam. Additional framing will be installed (using standard construction practices) to create a rough opening for each window in a cimetrical manner so that all windows are evenly spaced.

For windows being eliminated, a half inch sheathing will be installed under a 1/4" fanfold and sided with vinyl siding. Siding will be the AISide Prodigy or approved equal. Color of siding will match windows and will be installed per manufacturer's instructions.

\$ \_\_\_\_\_

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TOTAL JOB COST (transfer this number to front page)

\$ \_\_\_\_\_

# ATTACHMENT A

## Section 08561 – Vinyl Windows

### Part 1 – General

#### 1.1 Summary

A. This section includes vinyl framed windows, including new units.

#### 1.2 Performance Requirements

A. General: provide vinyl windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified, and that are of test size required by AAMA/WDMA 101/I.S.2/NAFS.

B.

Structural Performance: Provide wood windows capable of withstanding the effects of the following loads based on testing units representative of those indicated for Project that pass AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Structural Test:

1. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.

- a. Basic Wind Speed: 90 mph.
- b. Importance Factor: 1.0.
- c. Exposure Category: A.

2. Deflection: Design glass framing system to limit lateral deflections of glass edges to less than 1/175 of glass-edge length or 3/4 inch, whichever is less, at design pressure based on testing performed according to AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Deflection Test or structural computations.

C.

Windborne-Debris Resistance: Provide glazed windows capable of resisting impact from windborne debris, based on the pass/fail criteria as determined from testing glazed windows identical to those specified, according to ASTM E 1886 and testing information in ASTM E 1996 or AAMA 506 and requirements of authorities having jurisdiction.

D.

Window Locking: Provide bottom rail sash locks where noted on Window Schedule. When bottom rail locks are used, provide parting rail compression device.

E. Windows will meet requirements of the Maine Housing Green standards.

F. Installation will meet MUBEC 2009

G. All measurements will be field verified. Measurements given are for reference only.

### **1.3 Submittals**

A. Product Data: For each type of vinyl window installed, manufacturer's standard details and catalog data demonstrating compliance with referenced standards. Include manufacturer's standard installation instructions.

B. Shop Drawings: Include plans, elevations, sections, details, hardware, and attachments to other work, operational clearances, and installation details.

C. Documentation: include all permits, licenses, notifications, clearances

D. Performance Schedule: Show time line for each window opening.

E. Closeout Submittals: Warranty documents, properly executed.

### **1.4 Quality Assurance**

A. Installer: A qualified installer, approved by manufacturer to install manufacturer's product.

B. Preinstallation conference: Conduct conference at Project site.

### **1.5 Warranty**

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace vinyl windows that fails in materials or workmanship within specified warranty period.

1. Failures include but are not limited to the following:

- a. Failure to meet performance requirements.
- b. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
- c. Faulty operation of movable sash and hardware.
- d. Deterioration of wood, metals, vinyl, other materials, and finished beyond normal weathering.
- e. Failure of insulating glass.

2. Warranty Period:
  - a. Window: 10 years from date of Substantial Completion.
  - b. All other work: 5 years from date of Substantial Completion.

## **1.6 DELIVERY, STORAGE AND HANDLING**

- A. Deliver windows to project site in undamaged condition, handle windows to prevent damage to components and to finishes.
- B. Store windows out of contact with ground, protect windows from weather and construction traffic in well ventilated area.

## **PART 2- PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide by one of the following.
  1. Alside Window Systems.
  2. Other Manufacturer (with prior approval).

### **2.2 MATERIALS**

- A. Window Type: Double Hung, Stationary, Awning, Obscure, Safety
- B. Comply with AAMA 101/I.S.2-97, NFRC-97, IGCC.
- C. Condensation-Resistance Factor (CRF): Provide vinyl windows tested for thermal performance according to AAMA 1503, showing a CRF of 52.
- D. Thermal Transmittance: Provide vinyl windows with a whole window, U-factor maximum indicated at 15-mph exterior wind velocity and winter condition temperatures when tested according to AAMA 1503.
  1. U-Factor: 0.30 Btu / sq. ft x h x deg F or less.
- E. Solar Heat Gain Coefficient (SHGC): Provide vinyl windows with a whole window SHGC maximum of 0.35 or higher, determined according to NFRC 200 procedures.
- F. Air Infiltration: Provide windows with maximum air leakage through fixed glazing and framing areas of 0.30 cfm / sq. ft. of area when tested according to ASTM E 283 at a minimum static-air-pressure difference of 1.57 lbf/sq. ft.

## **2.3 INSECT SCREENS**

1. General: Design windows and hardware to accommodate screens in a tight fitting, removable arrangement, with a minimum of exposed fasteners and latches. Fabricate insect screens to fully integrate with window frame. Locate one half screens on the lower sash. Aluminum Tubular Frame Screens: Comply with SMA 1004, "Specifications for Aluminum Tubular Screens for Windows," Architectural C-24 class.

A. Aluminum Insect Screen Frames: Manufacturers standard aluminum alloy complying with SMA 1004. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, adjustable rollers, and removable PVC spline/anchor concealing edge of frame.

1. Aluminum Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet with minimum wall thickness as required for class indicated.

2. Finish: Anodized aluminum in manufacturer's color to match windows.

B. Aluminum Wire Fabric: 18-by-16 mesh of 0.011-inch-diameter, coated aluminum wire.

1. Wire Fabric Finish: Natural bright.

## **2.4 ACCESSORIES**

A. Exterior Trim: Exterior trim will be constructed using ¾" Azex PVC material which will have a white finish.

1. New window profiles will have to match within ¼" of overall dimension.

B. Parting rail sash lock.

C. Sash lifting handles.

1. One or two per window as determined by manufacturer.

## **2.5 FABRICATION**

A. Factory fabricated vinyl (PVC) windows including glass and glazing, operable hardware, weather stripping and insect screens.

B. Weather Stripping: Provide full perimeter weather stripping for each operable sash.

C. Factory machine windows for openings and for hardware that is not surface applied.

D. Mullions: Provide mullions and cover plates matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design loads of window units.

## **2.6 VINYL FINISHES**

- A. Factory Colored Windows: Forest Green exterior, White interior.
  - 1. All finishes will match window color for both interior and exterior finishes.

## **PART 3 EXECUTION**

### **3.1 INSTALLATION**

- A. Comply with drawings, shop drawings, and/or manufacturers written instructions for installing windows, hardware, accessories, and other components.
- B. Install windows level, plumb, square, true to line, without distortion or impeding Thermal movement, anchored securely in place to structural supports, and in proper relation to wall flashing and other adjacent construction.
- C. Install Azex material using white ring nails which will be installed flush to member.
- D. Set sill members in bed of sealant (GE Silicone II or approved equal), for weather tight construction.
- E. Adjust operating sashes, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weather tight closure. Lubricate hardware and moving parts.
- F. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes.
- G. Clean all surfaces of window, and other building components immediately after installing windows. Comply with manufacturers written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surface.
- H. Remove and replace glass that has broken, chipped, abraded, or damaged during construction period.
- I. Install nonexpanding spray foam on interior portions of window and fiberglass batts of proper dimensions for framing to areas where windows have been eliminated.
- J. Install extension jambs, trim and drywall to finish all interior areas affected by construction. All materials to be installed using standard construction practices. All drywall will be finished using a 3 coat taping system and installing 2 coats of drywall primer and 2 coats of finish paint (finish paint will be a Behr product or approved equal).

## **SAMPLE AGREEMENT**

THIS AGREEMENT is made this XXXXXXXX, 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"), XXXXXXXX, (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** 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 **May 16<sup>th</sup> 2014** and fully completed on or before **May 26<sup>th</sup> 2014**.

### **CONTRACT PRICE:**

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of XXXX.

### **GUARANTEE:**

4. 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:**

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

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

6. 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:**

7. 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 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.

**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