

**April 10, 2019**

**Bid No. 19-05**

**AUGUSTA SCHOOL DEPARTMENT**

**Invitation to Bid**

**“Plumbing Maintenance and Service”**

Sealed bids for **“Plumbing Maintenance and Service”** for the Augusta School Department, as specified below, in the attached General Specifications, Work Specifications, Proposal/Bid Form, W9 and Agreement will be received by the Augusta School Department, Superintendent’s Office, 40 Pierce Drive, Suite 3, Augusta, Maine 04330 until **Tuesday, May 28, 2019 at 10:00AM** at which time they will be publicly opened and read aloud. All bids must be submitted to: **Augusta School Department, Superintendent’s Office, 40 Pierce Drive, Suite 3, Augusta, ME 04330.**

Bids shall be submitted on the attached form in sealed envelopes, plainly marked **“Bid No. 19-05”** for **“Plumbing Maintenance and Service”** and shall be addressed to the purchasing agent at the above address.

**A mandatory pre-bid meeting will be conducted at the Superintendents Office on Tuesday, April 30, 2019 at 9:00 am in the Conference Room.**

The purpose of the meeting will be to answer any questions pertaining to the specifications and the request for proposal. Before submitting proposals, bidders are required to have attended the mandatory pre-bid meeting for the purpose of asking questions regarding the work specifications. Prior to the pre-bid meeting, questions regarding the specifications can be addressed to Jon Stonier, Director of Buildings and Grounds, at 626-2468 or by e-mail at [jon.stonier@augustaschools.org](mailto:jon.stonier@augustaschools.org).

Contractors intending to submit a bid are required to have a representative in attendance.

All questions related to this RFP, that arise after the close of the mandatory pre-bid meeting, must be submitted via e-mail to: [jon.stonier@augustaschools.org](mailto:jon.stonier@augustaschools.org) and shall be sent by close of business Monday, May 16, 2016.

The City of Augusta reserves the right to waive all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids should it be deemed in its best interest to do so. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the City's purchasing ordinance.

## **AUGUSTA SCHOOL DEPARTMENT**

### **GENERAL SPECIFICATIONS**

The Augusta School Department (herein called the "ASD"), invites bids on the attached forms which must be appropriately filled in.

The ASD may consider informal, any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

#### **PREPARATION OF PROPOSAL**

Proposals must be submitted on the actual form of bid furnished herewith and all information must be filled in before bid can be considered for award. All blank spaces for bid prices must be filled in, in ink, in figures, with the unit price for the item or the lump sum for which the proposal is made.

Proposals shall contain no recapitulation of the work to be done. Each bidder is required to state in their proposal their name and place of residence; the names of all persons interested with them; also that it is made without any connection with any other person making any proposal for the above work.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, their address, and the name of the project for which the bid is being submitted. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the proposal form.

At the time of the opening of bids, each bidder will be presumed to have attended the mandatory pre-bid meeting and to have read and to be thoroughly familiar with the Specifications and Contract documents including all addenda. The failure or omission of any bidder to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

The Bidder shall make their proposal from their own examinations and estimates, and shall not hold the ASD, its agents, employees or independent engineer or their agents, hired by the ASD, responsible for or bound by any schedule. If any error in any plan, drawing, specification or direction, relating to anything to be done under this contract, comes to their knowledge, they should report it at once to the ASD.

Any item of material, equipment or labor not mentioned in these specifications, but which is required to complete specified project, must be included in the bid by the bidder.

#### **SITE VISIT**

**A mandatory pre-bid meeting will be conducted at the Superintendents Office on Tuesday, April 30, 2019 at 9:00 am in the Conference room.**

The purpose of the meeting will be to answer any questions pertaining to the specifications and the request for proposal. Before submitting proposals, bidders are required to have attended the mandatory pre-bid meeting for the purpose of asking questions regarding the work specifications. Prior to the pre-bid meeting, questions regarding the specifications can be addressed to Jon Stonier, Director of Buildings and Grounds, at 626-2468 or by e-mail at: [jon.stonier@augustaschools.org](mailto:jon.stonier@augustaschools.org) .

Contractors intending to submit a bid are required to have a representative in attendance.

All questions related to this RFP, that arise after the close of the mandatory pre-bid meeting, must be submitted via e-mail to: [jon.stonier@augustaschools.org](mailto:jon.stonier@augustaschools.org) and shall be sent by close of business Thursday, May 22, 2019.

#### **QUALIFICATION OF BIDDERS**

The ASD may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the ASD all such information and data for this purpose as the ASD may request. The ASD reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the ASD that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The ASD may require pre-qualification data from bidders unknown to it.

#### **BID SECURITY**

There is no bid security required.

#### **DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

If the successful bidder fails to sign and return the contract with the required certificate of insurance and performance bond within 14 days after notification by the ASD that it is ready for signature, their bid will lapse at the election of the ASD, shall be forfeited and another bidder will be selected. Should any bidder withdraw their bid prior to contract signing, their bid shall be forfeited and another bidder will be selected.

#### **ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent, Augusta School Department, 40 Pierce Drive, Suite 3, Augusta, ME 04330, and to be given consideration, must be received at least

five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

#### **AWARD OR REJECTION OF BIDS**

The contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided their bid is reasonable and it is to the interest of the ASD to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The ASD, however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bid whenever such rejection, waiver or acceptance is in the interest of the ASD. The ASD also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract. To better ensure fair competition, and to permit a determination of the lowest bidder, bids obviously unbalanced may be rejected by the ASD at its discretion.

#### **AGREEMENT/CONTRACT**

The successful bidder will be required to sign a standard ASD contract. See attached Agreement.

#### **PERFORMANCE AND PAYMENT BONDS**

There will be no performance or payment bonds required for this bid.

#### **TIME OF COMPLETION**

The work to be performed under this Agreement shall commence on July 01, 2019 and shall be continuous until June 30, 2022. All contract continuations are subject to annual appropriations by the Augusta School Board.

#### **INSURANCE**

The successful bidder shall agree to save the ASD harmless from all losses, costs or damages caused by their acts or those of their agents and will provide a certificate of insurance for Public Liability and Automobile Liability coverage in the amount of not less than \$1,000,000.00 combined single limit for personal or bodily injury, death and property damage, protecting the contractor and the ASD from all such claims, and Worker's Compensation Insurance. The ASD disclaims any and all responsibility for injury to contractors, their agents or others while examining the job site or at any other time. See Section 8 of attached Agreement.

**EXEMPTION FROM SALES TAX**

Materials and equipment purchased for permanent installation in this project will be exempt from the State sales tax. Each bidder shall take this exemption into account in calculating their bid price for the work.

**PERMITS AND LICENSES**

All permits and licenses necessary for the prosecution of the work shall be secured and paid by the bidder.

**MATERIALS AND APPLIANCES**

The successful bidder shall furnish all labor, materials, and equipment necessary to do this work as specified in a workmanlike and orderly manner and all work shall be performed in accordance with the best trade practice.

**PROTECTION AND RESTORATION OF PROPERTY**

All waste material shall be removed from the site and area left clean upon completion of work. Any equipment or building structure damaged by successful bidder shall be repaired or replaced to the satisfaction of the owner.

**STATUTORY REQUIREMENTS IN GENERAL**

All work to be furnished to the ASD shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of all existing and future State and Federal laws.

## **WORK SPECIFICATIONS**

The ASD is requesting bid proposals for work to be performed, referred hereafter as:

### **“Plumbing Maintenance and Service”**

It is the intention of these specifications to establish and define those services that are to be performed and, in addition, to determine the capability and experience of the Plumbing Contractor desiring to provide such services.

### **LOCATIONS**

This proposal includes, but is not limited to the following locations in the Augusta School Department:

1. Cony High School/CATC, 60 Pierce Drive – 257,000 sq ft – 2 floors
2. Farrington School, 249 Eastern Avenue – 48,050 sq ft – 2 floors
3. Lincoln Elementary School, 30 Lincoln Street – 38,00 sq ft – 2 floors
4. Lillian Parks Hussey School, 12 Gedney Street – 28,900 sq ft – 1 floors
5. Gilbert Elementary School, 1 Sunset Avenue – 52,870 sq ft – 2 floors

The ASD reserves the right to add or remove any building or buildings, or any site from this list.

The ASD would prefer electronic invoices, via e-mail, but will accept USPS mailed, faxed, or hand delivered invoices.

The School Department reserves the right to utilize the services of the students within the Capital Area Technical Center (CATC) Plumbing program, under the supervision of the licensed instructor, to conduct work at the CATC site.

All repairs/service work shall be separately invoiced. Each invoice shall state the building in which the repair/service work was conducted and shall be issued within 30 days of all completed work.

### **Invoices shall be sent to:**

Augusta School Department  
60 Pierce Drive  
Augusta, Maine 04330

## **DESCRIPTION OF SERVICES REQUESTED**

- A. Plumbing maintenance and service shall be provided for a period of three (3) years (July 01, 2019 - June 30, 2022) by the Plumbing Contractor on all plumbing equipment and associated plumbing systems at the above locations;
- B. The Plumbing Contractor shall furnish all personnel, test equipment, tools, staging, ladders, special access equipment, and services in conformance with the terms and conditions as outlined below;
- C. The Plumbing Contractor shall have on staff properly licensed and trained personnel that possess the ability, to perform various plumbing work at all facilities. ASD would prefer a company that is able to provide a minimum of two staff members for larger projects. The ASD reserves the right to request copies of any license related to this contract;
- D. All work performed by the Plumbing Contractor shall be warranted for 1 (one) full year. If any supplied materials has a longer warranty period the contractor shall honor that warranty;
- E. The Plumbing Contractor shall possess or have ready access to sewer snakes and/or sewer auger, jetter and camera equipment. Sewer snakes and/or sewer auger must be capable of working distances up to and including 100 feet in length. There will be no additional charge associated with the use of any sewer snake, or sewer auger that is up to and including the 100 foot length. Costs associated with sewer snakes and/or sewer augers or jettors necessary to complete work beyond the specified length shall be agreed upon prior to use of the equipment;
- F. The Plumbing Contractor must be able to complete the annual testing on all domestic water backflow devices and provide a report to the Augusta Utility District. The Plumbing Contractor will also be required to have them on a scheduling program and will notify the ASD when they are due for inspection. There are a total of 6 backflow devices in the Augusta School Department;
- G. The Plumbing Contractor shall be responsible to adhere to all applicable laws, rules, and regulations pertaining to any type of plumbing work performed;
- H. The Plumbing Contractor shall be responsible to obtain any and all required or necessary permits from the City of Augusta or any other entities when performing any type of plumbing work under this contract;
- I. The Plumbing Contractor shall be available, at no additional charge, for consultation regarding projects, and to provide estimates for projects;

- J. The ASD will annually conduct a review of services provided, to date, prior to July 1 of each year that the contract is in effect. Annual continuation of the contract shall be contingent upon a satisfactory review, and annual appropriations by the Augusta School Board;
- K. All material furnished shall be of the highest quality and compatible with the type of equipment being serviced. All materials shall be warranted for 1 (one) full year from the date of installation. All extended manufacturers warranties shall be applicable. Replacement parts shall meet the same specifications as the original item and shall, where practicable, be obtained from the original manufacturer of the equipment. When requested, the Plumbing Contractor shall provide, for verification purposes, material invoices received from their plumbing supplier;

**NOTE:** Use of any ASD account by the Plumbing Contractor at any supplier is strictly prohibited.

**NOTE:** The ASD reserves the right to purchase any materials, of any quantity, and for any project should it be deemed advantageous to the ASD. All ASD purchases will be completed by ASD staff with the successful contractors input.

- L. When written estimates or quotes are requested they shall include labor and material costs and shall be a firm guaranteed estimate. Verbal estimates shall be considered a cost not to exceed estimate.
- M. The Plumbing Contractor shall provide emergency service on an as needed basis and shall be capable of responding to an emergency situation, with a licensed qualified person on site, within one (1) hour after notification of problem. Emergency service will be available 24 hours a day, including weekends and legal holidays. The ASD shall determine if the issue is an emergency, and shall state to the contractor that the issue is considered an emergency which will trigger the one (1) hour response time.

**NOTE:** If the Plumbing Contractor cannot respond satisfactorily, within the one (1) hour time frame, to an emergency, the ASD may purchase the services of another Contractor. The Plumbing Contractor shall then, become responsible to, reimburse the ASD for the cost of services for that Contractor.

- N. Hourly rates shall be inclusive of all travel time, trip charges, truck charges, trailer charges, fuel charges, and staging time.
- O. For the purpose of this bid "Regular time" shall be Monday through Friday, 7:00 am to 5:00 pm. All other time, including holidays, shall be considered as the "overtime rate".

P. The Plumbing Contractor shall keep in effect the proper insurances that are required and noted within this document. The Plumbing Contractor shall ensure that their certificate is forwarded to the ASD each year that the contract is in effect. Failure on behalf of the Plumbing Contractor to not have the required continuous insurance coverage and to fail to have the insurance certificate forwarded to the ASD could result in cancellation of the contract.

Q. This contract may also cover repair or construction projects costing under \$ 10,000.00. All repair work estimated to exceed this amount will be formally bid out by the ASD.

**NOTE:** The ASD reserves the right to request pricing (estimates) from other plumbing contractors, or to formally bid any project, of any size, or of any value, should it be deemed advantageous to the ASD.

Bid Documentation:

How long has your company been in operation?

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How long has your company been operating in the Augusta area?

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How many full-time employees does your company currently employ?

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Please explain how you provide on call service and how many staff members are on call at one time?

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Please list any important equipment that you have available at all times that may be needed in emergencies?

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Please list the names and any pertinent certification, or licensing of all employees that will work at any of the listed locations.

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Please provide a list of at least 5 references, including contact person, phone number, and e-mail address for similar assignments, which your firm has successfully completed;

Company \_\_\_\_\_

Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Company \_\_\_\_\_

Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Company \_\_\_\_\_

Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Company \_\_\_\_\_

Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

E-mail address \_\_\_\_\_

Company \_\_\_\_\_

Contact \_\_\_\_\_ Telephone Number \_\_\_\_\_

E-mail address \_\_\_\_\_

**PROPOSAL/BID FORM**

The **UNDERSIGNED** having examined and understood the documents, hereby proposes to perform the services requested, including all labor, materials and equipment necessary to complete the work in a manner satisfactory to the ASD, in accordance with the attached Invitation to Bid, General Specifications and Work Specifications, and at the following price, and guarantee:

**“Plumbing Maintenance and Service ”**

**July 01, 2019 – June 30, 2020**

Per hour: \$ \_\_\_\_\_ Annual Backflow  
Inspections (6) \$ \_\_\_\_\_  
Minimum hours charged \_\_\_\_\_  
Overtime per hour: \$ \_\_\_\_\_  
Percentage over cost  
of materials \_\_\_\_\_

**July 01, 2020 – June 30, 2021**

Per hour: \$ \_\_\_\_\_ Annual Backflow  
Inspections (6) \$ \_\_\_\_\_  
Minimum hours charged \_\_\_\_\_  
Minimum hours charged \_\_\_\_\_  
Overtime per hour: \$ \_\_\_\_\_  
Percentage over cost  
of materials \_\_\_\_\_

**July 01, 2021 – June 30, 2022**

Per hour: \$ \_\_\_\_\_ Annual Backflow  
Inspections (6) \$ \_\_\_\_\_  
Minimum hours charged \_\_\_\_\_  
Overtime per hour: \$ \_\_\_\_\_  
Percentage over cost  
of materials \_\_\_\_\_

Plumbing Contractor:

\_\_\_\_\_  
(Corporation, Firm or Company)

By: \_\_\_\_\_  
(Officer, Authorized Individual or Owner)

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Zip Code: \_\_\_\_\_ Date \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

## **AUGUSTA SCHOOL DEPARTMENT**

### **AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the AUGUSTA SCHOOL DEPARTMENT, a municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "ASD"), and \_\_\_\_\_ (hereinafter "Plumbing Contractor"),

WITNESSETH:

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

### **SPECIFICATIONS:**

1. The Plumbing Contractor shall provide services as described in the specifications entitled: **"Plumbing Maintenance and Service"** and proposal dated \_\_\_\_\_ which are attached hereto and made a part hereof, and the "Plumbing Contractor" covenants that it shall do everything required by this Agreement, the Special Provisions of the Agreement, the Specifications in return for payment as provided herein.

### **COMPLETION DATE:**

2. The work to be performed under this Agreement shall commence on July 01, 2019 and shall be continuous until June 30, 2022. Contract continuation is subject to annual appropriations by the Augusta School Board.

### **CONTRACT PRICE:**

3. The ASD shall pay the Plumbing Contractor the quoted hourly rates for all work completed throughout the Augusta School District. All work shall be invoiced upon completion. The ASD will not make payments on partially completed work.

### **PERFORMANCE BOND:**

4. There will be no performance bond required.

### **GUARANTEE:**

5. The Plumbing Contractor shall guarantee their work against any defects in workmanship and defects in materials.

**PERMITS AND LICENSES:**

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

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

7. If the Plumbing 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 workforce 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 ASD when sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Plumbing Contractor, and their surety, seven (7) days written notice, terminate the employment of the Plumbing 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 Plumbing 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 Plumbing Contractor. If such expense shall exceed such unpaid balance, the Plumbing Contractor shall pay the difference to the ASD.

**CONTRACTOR'S LIABILITY INSURANCE:**

8. The Plumbing Contractor shall not commence work under this Agreement until they have obtained all insurance required under this paragraph and, such insurance has been approved by the ASD, nor shall the Plumbing Contractor allow any sub-contractor to commence work on their sub-contract until all similar insurance required of sub-contractor has been so obtained and approved.

(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



**(f) Notice of Cancellation**

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

**(g) Additional Insured**

It is recommended that the ASD be named as an Additional Insured on the General Liability and Automobile Liability policies.

**(h) Hold Harmless**

The Plumbing Contractor and their surety shall indemnify and save harmless the ASD, their 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 Plumbing 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 Plumbing 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 Plumbing Contractor under and by virtue of their contract as shall be considered necessary by the ASD for such purpose, may be retained; or in case no money is due, their 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 ASD.

**(i) Waiver of Subrogation**

Payment of any claim or suit including any expenses incurred in connection therewith by the ASD, or any insurance company on behalf of the ASD shall not constitute a waiver of subrogation against the Plumbing 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 Plumbing Contractor, any sub-contractors or lower tier contractors.

**(j) Construction Agreement**

The Plumbing Contractor shall and does hereby agree to indemnify, save harmless and defend the ASD 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 Plumbing Contractor, their 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 Plumbing 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 ASD, or the ASD and the Plumbing Contractor, which the ASD may be required to pay. In the event the liability of the Plumbing Contractor shall arise by reason of the sole negligence of the ASD and/or the sole negligence of the ASD's agents, servants or employees, then and only then, the Plumbing Contractor shall not be liable under the provisions of this paragraph.

**DAMAGES:**

9. The Plumbing Contractor shall defend, indemnify and save harmless the ASD 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 Plumbing Contractor, if required, shall deliver to the ASD 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 Plumbing Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the ASD to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Plumbing Contractor shall refund to the ASD all monies 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 Plumbing Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the ASD.

**SUBCONTRACTS:**

12. The Plumbing Contractor shall not sublet any part of this Agreement without the written permission of the ASD. The Plumbing Contractor agrees that it is as fully responsible to the ASD 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 Plumbing 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 ASD may, by written and mutual consent, without prejudice to any of its rights or the rights of the Plumbing 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 Plumbing 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 ASD may remove the rubbish and charge the cost to the Plumbing Contractor.

**PAYMENTS:**

15. The ASD shall make payments on account of the Agreement as follows:

**Payments will be made upon receipt of invoicing for services rendered.**

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

CITY OF AUGUSTA, MAINE

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
Witness James N. Anastasio  
Superintendent of Schools

PLUMBING CONTRACTOR

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