

April 14, 2021
Bid No. 22-02

AUGUSTA SCHOOL DEPARTMENT

Invitation to Bid

“Paving BID 22-02”

Sealed bids for **“Paving BID 22-02”** 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 Director of Building and Grounds, Augusta School Department, 40 Pierce Drive, Suite 3, Augusta, Maine 04330 until **Thursday, June 3, 2021 at 9:00 AM** at which time they will be publicly opened and read aloud. All bids must be submitted to: **Augusta School Department, Attn: Jon Stonier, 40 Pierce Drive, Suite 3, Augusta, ME 04330.**

Bids shall be submitted on the attached form in sealed envelopes, plainly marked **“Bid No. 22-02”** for **“Paving BID”** and shall be addressed to the purchasing agent at the above address.

A mandatory pre-bid meeting will be conducted at the Sylvio Gilbert School 16 Sunset Avenue, on Wednesday May 5, 2021 starting at 10:00AM. Sites visits at Farrington and Lincoln Schools will follow. Before submitting proposals, bidders are required to have attended the pre-bid meeting. Bidders are encouraged to conduct site visits for the purpose of familiarizing themselves with existing conditions, and taking their own measurements. Questions regarding the work specifications and the pre-bid meeting shall be directed to Jon Stonier, Director of Building and Grounds at 207-626-2468 or by e-mail at jon.stonier@augustaschools.org.

In submitting bids under attached specifications bidders should take into consideration all discounts, both trade and time, allowed in accordance with the above payment policy. All bidders should quote net prices, therefore, exclusive of all Federal Excise Taxes.

The Augusta School Department 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 of Augusta's purchasing ordinance.

Sincerely,

Jon Stonier
Director of Building and
Grounds/Purchasing Agent

Pre-bid Meeting

A mandatory pre-bid meeting will be conducted at the Sylvio Gilbert School 16 Sunset Avenue, on Wednesday May 5, 2021 starting at 10:00AM. Site visit at Farrington and Lincoln Schools will follow. Below lists the building and street address for the sites included in this RFP. Bidders are encouraged to conduct a site visit for the purpose of familiarizing themselves with existing conditions, and taking their own measurements. You will need to contact the Director of Building and Grounds prior to visiting the site.

NOTE: Bidders must have a company representative attend the pre-bid meeting to be eligible to participate in this RFP.

<u>Location</u>	<u>Contact person</u>	<u>Contact number</u>
Sylvio Gilbert 16 Sunset Avenue	Jon Stonier	626-2468/215-6153
Farrington 249 Eastern Avenue	Jon Stonier	626-2468/215-6153
Lincoln 30 Lincoln Street	Jon Stonier	626-2468/215-6153

AUGUSTA SCHOOL DEPARTMENT

GENERAL SPECIFICATIONS

The Augusta School Department (hereinafter 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 and preferably by "registered mail".

At the time of the opening of bids, each bidder will be presumed to have inspected the site 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 examine the site or to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his 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.

PRE-BID MEETING

A mandatory pre-bid meeting will be conducted at the Sylvio Gilbert School 16 Sunset Avenue, on Wednesday May 5, 2021 starting at 10:00AM. Site visits to Farrington and Lincoln Schools will follow. Before submitting proposals, bidders are required to have attended the pre-bid meeting. Bidders are encouraged to conduct site visits for the purpose of familiarizing themselves with existing conditions, and taking their own measurements. Questions regarding the work specifications and the pre-bid meeting shall be directed to Jon Stonier, Director of Buildings and Grounds at 207-626-2468 or by e-mail at jon.stonier@augustaschools.org.

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.

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 their 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. Each School will be considered as individual BIDs. 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.

BID SECURITY

Bid security equal to 5% of the awarded BID will be required for this contract if the contract is over \$50,000.00.

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 within 14 days after notification by the ASD that it is ready for signature, their bid will lapse at the election of the ASD and their bid deposit shall be forfeited and retained by the ASD as an agreed amount of liquidated damages. Should any bidder withdraw their bid prior to contract signing, their deposit will be retained by the ASD as an agreed amount of liquidated damages.

PERFORMANCE AND PAYMENT BONDS

Performance bonds equal to 100% of the awarded BID will be required for this project if the BID is over \$50,000.00.

TIME OF COMPLETION

The work to be performed under this Agreement shall commence on **July 1, 2021** and shall be completed by **August 1, 2021**. If more time is needed due to weather conditions it will need to be approved by the Director of Building and Grounds.

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.

“PAVING BID 22-02 ”

The intent of this RFP is to procure the services of a reputable Commercial Contractor to provide the Augusta School Department with the services of removal of existing pavement, specific surface preparation and paving at the Gilbert, Farrington and Lincoln Schools. The ASD expects that all Commercial Contractors bidding this RFP are familiar with the type of service that is being requested, possess the staff, knowledge, tools, and equipment necessary to perform the services requested in this RFP, to do so to industry standards, and to manufacturers recommendations related to ground preparation and hot bituminous new paving. The ASD does not assume to have included every detail, in this RFP, but has made every effort to provide all bidders with enough information to bid on this RFP.

SCOPE OF WORK:

The Augusta School Department is looking for a qualified paving contractor to remove old pavement and sub-surface, install new base and surface gravel, install hot top curbing as needed, and new base and surface hot bituminous new paving at the Gilbert, Farrington and Lincoln Schools. The term of the contract will be from July 1, 2021 – August 1, 2021. The selected firm shall not assign the agreement without prior written permission from the ASD.

The selected firm for this contract shall be a qualified contractor versed in the removal and restoration of walkways, roadways and parking lots. Selected firm must have at least 10 years of experience in the removal, preparation and resurfacing in the State of Maine.

SCOPE OF WORKS

THE SCOPE OF WORKS, WITHOUT LIMITING THE GENERALITY THEREOF, CONSISTS OF FURNISHING ALL LABOR, MATERIALS, EQUIPMENT AND PERFORMING ALL OPERATIONS IN CONNECTIONS WITH THE REMOVAL AND DISPOSAL OF OLD PAVEMENT AND SUB SURFACE, INSTALLING NEW BASE AND SURFACE GRAVEL, NEW CONCRETE SLIP FORM CURBING AND NEW BASE AND SURFACE BITUMINOUS PAVING.

PAVEMENT REMOVAL & REPLACEMENT GILBERT, FARRINTON AND LINCOLN ELEMENTARY SCHOOLS

- A. **BID #1 Gilbert School:** Provide all labor, material, tools, equipment, and supervision necessary to complete the removal of existing pavement and subsurface in the loading area next to the kitchen and dumpsters on the west side of the school. Install 15" of 6" minus "D" base gravel, 3" of Type "A" surface gravel, Ensure all gravel is compacted to current standards, install 500X Fabric under all pavement, pave 1.5" of 12.5mm base hot top and 1.5" of 9.5mm surface hot top. **BID Alt#1 Gilbert School:** Provide the cost to provide the same standards as above for the removal, ground preparation and paving for an additional area approximately 40' X 50'. **BID #2 Farrington School:** Provide all labor, material, tools, equipment, and supervision necessary to complete the removal of existing pavement on a section of the back roadway and playground area. Shape and regrade with 1" minus gravel, compact to current standards and pave 2.5" of 12.5mm base hot top. **BID #3 Lincoln School:** Provide all labor, material, tools, equipment, and supervision necessary to complete the removal of existing pavement in the roadway on the west side of the school, dumpster pad area and small sidewalk. The walkway will be widened by an additional two feet. The lawn next to the walkway will need to be shaped to allow for drainage to an existing storm drain on the lawn next to it. Shape and regrade with 1" minus gravel, compact to current standards and pave 1.5" of 12.5mm base hot top and 1.5" of 9.5mm surface hot top. The hot top curbing along the roadway and around dumpster area will need to be replaced.
- B. The contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.
- C. The contractor shall confirm all given information and advise the building owner, prior to bid, of any conflicts that will affect their cost proposal.

SPECIFICATIONS FOR SERVICES REQUESTED

PAVEMENT REMOVAL AND SPECIFICATION

REPLACEMENT: GILBERT, FARRINTON AND LINCOLN ELEMENTARY SCHOOLS

1.01 RELATED SECTIONS

- A. Preparation for removal and disposal of hot top and sub-surface and full replacement with new sub surface and hot top to include curbing as needed.

1.02 SUBMITTALS

- A. Prior to starting work, the contractor must submit the following:
 - 1. Details of construction and identification of materials.
 - 2. Copies of required permits and DIG SAFE approval.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Ensure that materials being used are placed in an area approved by the site representative and the Director of Buildings and Grounds. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible.
- B. Comply with the manufacturer's written instructions for proper material storage.
 - 1. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- C. Any materials which are found to be damaged shall be removed and replaced at the applicator's expense.

1.04 WORK SEQUENCE

- A. Schedule and execute work so that it does not affect daily use of the facility. Care should be exercised to provide protection for the interior of the building.

1.05 USE OF THE PREMISES

- A. Before beginning work, the contractor must secure approval from the building owner's representative for the following:
 - 1. Areas permitted for personnel parking.
 - 2. Access to the site.
 - 3. Areas permitted for storage of materials and debris.
 - 4. Areas permitted for the location of any paving equipment that will need to be stored on site.
- B. There will be **no smoking** allowed on School Property.

1.06 EXISTING CONDITIONS

If discrepancies are discovered between the existing conditions and those noted during the walkthrough, immediately notify the owner's representative by phone.

1.07 PRE-CONSTRUCTION CONFERENCE

- A. A pre-construction meeting will be held at the job site two (1) weeks prior to the start of work. Contact the owner's representative if there are any questions.

1.08 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary Utilities:
 - 1. Water and power for construction purposes are available at the site and will be made available to the contractor.
 - 2. Provide all hoses, valves and connections for water from source designated by the owner when made available.
 - 3. When available, electrical power should be extended as required from the source. Provide all trailers, connections and fused disconnects.
- B. Temporary Sanitary Facilities

Sanitary facilities will not be available at the job site. The contractor shall be responsible for the provision and maintenance of portable toilets or their equal.

C. Building Site:

1. The contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract. Please note that there are underground power lines, Water Lines and Natural gas in the work areas at the Gilbert and Lincoln Schools. If needed you will need to request to have the agencies that are responsible on site while you are working.
2. The contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

D. Security:

1. Obey the owner's requirements for personnel identification, inspection and other security measures.

1.09 JOB SITE PROTECTION

- A. The contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris.
- C. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.

1.10 SAFETY

The contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. **Safety shall be the responsibility of the contractor.** All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including

staff, visitors, customers and the occurrence of the general public on or near the site.

1.11 WORKMANSHIP

- A. Applicators removing and installing new pavement and related work shall be trained and approved by the contractor.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

1.12 QUALITY ASSURANCE

- A. The contractor must have a minimum of 10 years of experience in the removal and replacement of bituminous pavement, sub surface materials and installation of curbing.
- B. All Hauling Equipment used on the project will meet the requirements of the most recent edition of MAINEDOT Standard Specifications, section 401.08.
- C. All Pavers used on the project will meet the requirements for the most recent edition of the MAINEDOT Standard Specifications, section 401.09.
- D. All Rollers used on the project will meet the requirements of the most recent edition of the MAINEDOT Standard, section 401.10.
- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times work is in progress.
- F. Upon completion of the installation, the contractor shall arrange for an inspection with the Director of Building and Grounds.

1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS

- A. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage and application of materials.

- B. All work areas shall conform to the latest edition of the Manual on Uniform Traffic Control (MUTCD).
- C. Proceed with work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- D. The surface on which the new hot bituminous pavement is to be applied shall be clean and free of projections or contaminants that would prevent proper application.

1.15 WARRANTY

- A. Provide one year Warranty covering both labor and material.

PART 2 PRODUCTS

2.02 HOT MIX ASPHALT

The Hot Mix Asphalt shall be composed of aggregate and Bituminous Material. The mix shall not contain any recycled asphalt shingles or Reclaimed Asphalt Pavement (RAP). The aggregate materials used for the pavement must meet the State of Maine Department of Transportation standard specifications (Division 703.09) in effect in 1998 and all applicable AASHTO standards and latest revision thereafter.

2.03 UNDERLAYMENT

- A. 500X Fabric will be required under all areas that are being paved.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with the manufacturer's published instructions for the installation of new pavement including proper surface preparation, jobsite considerations and weather restrictions.

3.02 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the completion of work, the contractor must perform a pre-inspection to review all work and to verify all work has been completed properly.

END OF SECTION

Warranty Service

If there is a failure of the product installed the selected firm will respond to any calls made by the ASD that day. This will continue until the warranty period is complete. The ASD will be held harmless if there are any defects in the product and will not have to pay for any repairs.

NOTE: This contract is fully applicable, and will be conducted, as per the City of Augusta Purchasing Ordinance.

Evaluation

The “ASD” will review all the requested and any additional provided materials and may select the most qualified firm based solely on the information provided.

If presentations are determined to be necessary the “ASD” will notify those finalists under consideration and schedule the presentation.

This bid will be awarded based on the responses utilizing the evaluation percentages as noted.

Price	50%
Question 1	15%
Question 2	15%
Question 3	10%
<u>Question 4</u>	<u>10%</u>
TOTAL	100%

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 _____

SECTION B – School Buildings

- | | |
|----------------------|--------------------|
| 1. Gilbert School | 16 Sunset Avenue |
| 2. Farrington School | 249 Eastern Avenue |
| 3. Lincoln School | 30 Lincoln Street |

Invoicing shall be sent to:

Augusta School Department
40 Pierce Drive, Suite 3
Augusta, Maine 04330

NOTE: This contract will be awarded to the contractor that suits the needs of the ASD based upon the criteria as set forth within this RFP and by the information provided by the contractor.

PROPOSAL/BID FORM

The **UNDERSIGNED** having examined the job site, hereby proposes to perform the work, 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 above listed price:

“Paving BID”

- | | |
|-------------------|----------|
| 1. Gilbert | \$ _____ |
| 2. Gilbert Alt #1 | \$ _____ |
| 3. Farrington | \$ _____ |
| 4. Lincoln | \$ _____ |

Signed: _____
(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 _____, 2021 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 "CONTRACTOR"),

WITNESSETH:

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

SPECIFICATIONS:

1. The CONTRACTOR shall furnish all of the material and perform all of the work as per described in the specifications entitled: "**Paving BID**" and CONTRACTOR'S proposal dated _____ 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, and the Specifications in return for payment as provided herein.

COMPLETION DATE:

2. The work to be performed under this Agreement shall commence **July 1, 2021** and shall be continuous until **August 1, 2021**.

CONTRACT PRICE:

3. The ASD shall pay the CONTRACTOR for the performance of the Agreement the sum of \$ _____ based on the total of the accepted prices listed on page 18. The CONTRACTOR shall, invoice the Augusta School Department after the work has been completed at each individual site.

GUARANTEE:

4. The CONTRACTOR shall guarantee their work is completed per all applicable laws, rules, and regulations.

PERMITS AND LICENSES:

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

ASD'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 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 CONTRACTOR, and their surety, seven (7) days written notice, terminate the employment of the CONTRACTOR and take possession of the premises and of all Material's, 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 ASD.

CONTRACTOR'S LIABILITY INSURANCE:

7. The 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 CONTRACTOR allow any subcontractors to commence work on their subcontract until all similar insurance required of subcontractor 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

- (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 subcontractors and lower tier contractors. The ASD 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 subcontractors and lower tier contractors 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

Certificates of insurance of the types and in the amounts required shall be delivered to the ASD 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 subcontractors or lower tier contractors who will participate in the project.

(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 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 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 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 CONTRACTOR, subcontractors or any lower tier contractors 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 subcontractors or lower tier contractor.

(j) Construction Agreement

The 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 CONTRACTOR, their employees, agents or subcontractors 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 ASD, or the ASD and the CONTRACTOR, which the ASD may be required to pay. In the event the liability of the CONTRACTOR shall arise by reason of the sole negligence of the ASD and/or the sole negligence of the ASD agents, servants or employees, then and only then, the CONTRACTOR shall not be liable under the provisions of this paragraph.

DAMAGES:

8. The 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:

9. Neither the final payment nor any part of the retained percentage shall become due until the 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 CONTRACTOR may, if any SUBCONTRACTOR 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 payment are made, the CONTRACTOR shall refund to the ASD all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

ASSIGNMENT:

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

SUBCONTRACTS:

11. The CONTRACTOR shall not sublet any part of this Agreement without the written permission of the ASD. The CONTRACTOR agrees that it is as fully responsible to the ASD for the acts and omissions of its subcontractor's 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:

12. 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 ASD 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:

13. 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. In case of dispute, the ASD may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

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

Payment shall be made after each scheduled project has been completed, and upon receipt of an invoice.

within 20 to 30 days upon satisfactory completion and acceptance by the ASD and receipt of bill for all work covered by the contract.

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

AUGUSTA SCHOOL DEPARTMENT, AUGUSTA, MAINE

BY: _____ BY: _____
Witness James N. Anastasio
Superintendent

CONTRACTOR

BY: _____ BY: _____
Witness