

June 28, 2018
RFSB No. 219010

CITY OF AUGUSTA

Invitation to Bid

“City Center - Lecture Hall Upgrades”

Sealed bids for **“City Center – Lecture Hall Upgrades”** for The City of Augusta, as specified below, in the attached General Specifications, Work Specifications, Proposal/Bid Form, and Agreement will be received by City of Augusta Purchasing Agent, City Manager’s Office, City Center, 16 Cony Street, Augusta, Maine 04330 until **Tuesday, July 31, 2018 at 9:00 AM** at which time they will be publicly opened and read aloud. All bids must be submitted to: **City of Augusta, Development Services-1st Floor, 16 Cony Street, Augusta, ME 04330.**

Bids shall be submitted on the attached form in sealed envelopes, plainly marked **“RFSB No. 219010”** for **“City Center – Lecture Hall Upgrades”** and shall be addressed to the purchasing agent at the above address.

A mandatory pre-bid/site visit meeting will be conducted on Thursday, July 12, 2018 beginning at 9:00 am at City Center, 16 Cony Street Augusta, Maine. Before submitting proposals, bidders are **required** to have attended the pre-bid/site visit meeting for the purpose of familiarizing themselves with existing conditions, taking their own measurements, and asking questions regarding the provided project information. Questions shall be directed to Bob LaBreck, Facilities Manager by e-mail at bob.labreck@augustamaine.gov

A deposit of 5% of the amount bid must accompany each bid. This may be a properly certified check, bank treasurer's check, bank money order, cash, or a bid bond. **Personal or business checks will not be accepted as bid deposits.** Checks and money orders shall be made payable to the City of Augusta and shall be deposited in its account. Such deposits will be returned to bidders within a reasonable time after signing of the contract.

It is the custom of City of Augusta to pay its bills within 20 to 30 days following completion of work and receipt of bills for all work covered by the contract. 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.

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 City's purchasing ordinance.

Sincerely,

William R. Bridgeo
City Manager/Purchasing Agent

Enclosures

cc: Robert LaBreck, Facilities Manager

CITY OF AUGUSTA

GENERAL SPECIFICATIONS

City of Augusta, Maine (herein called the "CITY"), invites bids on the attached forms which must be appropriately filled in.

The CITY 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 business; 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 their bid.

The Contractor shall make their proposal from their own examinations and estimates, and shall not hold the CITY, its agents, employees or independent engineer or their agents, hired by the CITY, 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 CITY.

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/site visit meeting will be conducted on Thursday July 12, 2018 beginning at 9:00 am at City Center, 16 Cony Street Augusta, Maine. Before submitting proposals, bidders are **required** to have attended the pre-bid/site visit meeting for the purpose of familiarizing themselves with existing conditions, taking their own measurements, and asking questions regarding the provided project information. Questions shall be directed to Bob LaBreck, Facilities Manager by e-mail at bob.labreck@augustamaine.gov

QUALIFICATION OF BIDDERS

The CITY 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 CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY 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 CITY may require pre-qualification data from bidders unknown to it.

BID SECURITY

A deposit of 5% of the amount bid must accompany each bid. This may be a properly certified check, bank treasurer's check, bank money order, cash, or a bid bond. Personal or business checks will not be accepted as bid deposits. Checks and money orders shall be made payable to the City of Augusta and shall be deposited in its account. Such deposits will be returned within a reasonable time after signing of the contract.

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

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 (e-mail), addressed to the Purchasing Agent, City of Augusta, 16 Cony Street, 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 e-mailed or faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than three (3) days 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 CITY to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The CITY, 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 CITY. The CITY 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 CITY at its discretion.

AGREEMENT/CONTRACT

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

PERFORMANCE AND PAYMENT BONDS

If the contract price, including labor and materials, is \$ 50,000.00 or more, the successful bidder shall provide a performance bond and a labor and material payment bond each in the full amount of the bid.

TIME OF COMPLETION

Bidders will state in the proposal the number of working days to elapse after signing of contract after which they will start the work, and the number of working days after which they will complete the work according to the specifications.

The contractor shall prosecute the work continuously until completion.

INSURANCE

The successful bidder will be required to provide the City with proof of insurance prior to commencing any work. The successful bidder shall agree to save the City 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 City from all such claims, and Worker's Compensation Insurance. The City 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.

GUARANTEE OF LABOR, MATERIALS AND EQUIPMENT

Bidder must guarantee to replace or repair at no cost or expense to the City, all work, materials and fixtures that prove to be defective at anytime during the period of one year from the date of completion of work under this bid.

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 City 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.

“City Center – Lecture Hall Upgrades”

This **Request for Sealed Bids** (“RFSB”) project consists of the construction/patching of existing floor area, installation of plywood sheathing, construction of a new wall, construction of counter/bench, installation of access panels, sheetrock, taping, painting, and carpeting.

NOTE: Any questions related to this project that were not answered at the pre-bid meeting must be sent to Bob LaBreck via e-mail.

The City does not assume to have included, in this RFSB, every necessary detail related to this type of project, but has made an effort to provide all bidders with enough information to bid on this RFSB. The City expects that all bidders shall possess the knowledge, ability, tools, and equipment necessary to perform the services requested in this RFSB and shall do so to industry standards.

The intention of the City is to have this work start immediately after contract signing and to be continuous until complete, and to be fully complete on or before September 28, 2018.

“City Center – Lecture Hall Upgrades”

Location: City Center 16 Cony Street, Augusta, Maine - Lecture Hall Room # 138

DESCRIPTION OF SERVICES REQUESTED:

- 1) Contractor shall provide and install wood framing materials in an area approximately 140 sq. ft. The materials to be installed shall be similar to the existing framing materials, at similar spacing, and similar layout. Install sheathing to match height, and thickness of the existing sheathing. Sheathing shall be glued as well as nailed or screwed. See picture # 5;
- 2) Contractor shall provide and install framing for an access hole to allow access to under the risers. The access hole shall be constructed near the center/rear of the top riser. The access opening shall be a minimum of 24” x 24”. The access door/panel shall be solidly constructed and shall be as sturdy as any part of the riser floor. The door/panel shall be fully removable and shall be anchored to the riser floor framing with 6 point star screws or square drive screws with finish washers. Screws shall be adequate in size and strength to keep door/panel fully attached to the riser framing. Screws and finish washers shall be so installed as to not create a tripping hazard but shall remain accessible. Contractor shall install framing materials anchored to existing verticals to create a “ladder” to get below the riser surface.
- 3) Contractor shall provide and install all materials necessary to fill in (5), approximately 24” x 24”, existing holes in riser floor. The thickness of materials installed shall be equal to existing thickness. Materials shall be glued as well as screwed or nailed. See pictures # 6 & 7;
- 4) Contractor shall provide and install approximately 950 sq. ft. of ½” AC type plywood over entire surface of riser area. Plywood shall be glued as well as screwed or nailed. The intent of the plywood is to add additional thickness to provide the seating contractor adequate materials for installing seat supports:
- 5) Contractor shall remove and properly dispose of the existing exhaust fan, ductwork, and all associated hangers and clips. Electrical power to the exhaust fan has been disconnected;
- 6) Contractor shall provide and install materials to fill in the areas where the exhaust fan ductwork penetrated the exterior wall. The exterior louvers shall remain in place. Contractor shall ensure that the materials installed shall be completely watertight, and fully insulated;
- 7) Contractor shall provide and install spray foam insulating material, or an equivalent type of insulating material, directly to the CMU block on the exterior

wall in the space above the ceiling at the rear of the Lecture Hall. The space is approximately 125 sq. ft.;

- 8) Contractor shall provide and install all materials necessary to construct an approximately 36' x 8' - 2"x4" steel stud wall at the rear of the room. The wall shall be fully insulated, shall have 5/8" sheetrock, taped to finish, primed, and ready for finish paint. Where the sheetrock meets the CMU block there shall be a suitable material installed to ensure a complete seamless transition from sheetrock to CMU. The material shall be paintable;
- 9) Contractor shall provide and install approximately 300 sq. ft. of 5/8" fire rated sheetrock on the open existing ceiling area and around the existing steel beam. Steel beam will require (2) layers to be installed per fire code. Sheetrock shall be taped to finish, primed, and ready for finish paint. Where the sheetrock meets the CMU block there shall be a suitable material installed to ensure a completely seamless transition from sheetrock to CMU. The material shall be paintable. See pictures # 2, 3, 4;
- 10) Contractor shall provide and install (4) approximately 16"x16" fire rated access panels. The panels shall have a continuous hinge, and a key lock. There shall be one (1) access panel installed in the low ceiling area at the rear, and three (3) access panels installed in the existing ceiling. Exact location of panels shall be by owner. Panels shall be painted the same color as the ceiling;
- 11) Contractor shall provide and install (2) coats of flat ceiling white paint on all ceiling surfaces, including access panels;
- 12) Contractor shall provide and install (3) 4"x8"x16" masonry blocks, and necessary mortar materials to patch an area at the front of the Lecture Hall. See pic # 1;
- 13) Contractor shall prepare all CMU block walls in Lecture Hall for new paint. Contractor shall provide and install (2) coats of paint for all walls inclusive of new wall. Paint color shall be Sherwin Williams SW 1115 Irish Cream, or equal, and shall be an Eg-Shel or Semi-Gloss finish. The area is approximately 1,500 sq. ft.;
- 14) Contractor shall prepare and paint (2) coats (3) metal door frames, (1) frame leading into a communication closet and (2) frames leading into the hallway. Paint color shall be Sherwin Williams SW 1008 Cinderblock, or equal and shall be Eg-Shel or Semi-Gloss finish;
- 15) Contractor shall provide and install/construct an 18'6"L x 24" W x 30' H finished counter/bench designed for a seated panel. Construction shall be 2" x 4" wood framing, with 3/4" cabinet grade cherry plywood, and cabinet grade cherry trim, with a Wilsonart Laminate # 4836-38 (Villa Roca) or equal. See drawings 1 – 4;

- 16) The contractor shall coordinate and have installed (2) sprinkler heads at the rear of the room in the new ceiling area. The sprinkler contractor for the City of Augusta for City Center is Eastern Fire Services;
- 17) Contractor shall provide and install approximately 1,400 sq. ft. of Mohawk Floorscapes Commercial Educator Ambiance 26/28, Professor Ambiance 26/28 Unitary backed 26 oz. carpet # 104 (Sunset), or equal product, on concrete floor, chair risers (including verticals), and stairs (including verticals). Carpet shall be glued, and stapled or nailed where necessary.
- 18) Contractor shall provide and install vinyl cove base Johnsonite # 29 (Moon Rock), or equal product, on the walls at the front of the room/sides stopping at the riser stairs, and along the rear new curved wall stopping at the CMU blocks. Vinyl cove base shall not be installed on the riser stairs;
- 19) Contractor shall ensure that the area or areas of construction are fully secured at the end of each work day and weekends;
- 20) Contractor shall leave the site fully cleaned of any removal or installation debris;
- 21) Contractor shall be responsible to obtain any and all required or necessary permits from the City of Augusta or any other entities. The City of Augusta building permit fee will be waived for this project;
- 22) Contractor shall be responsible to adhere to all applicable laws, and regulations pertaining to this type of project;
- 23) Contractor shall provide and utilize all the necessary and proper safety equipment while completing this project;
- 24) Contractor shall have all the proper insurances as noted in these documents;
- 25) Contractor shall have all vehicles used on this project properly registered and inspected;
- 26) The City of Augusta will not be responsible for any damaged incurred to the contractors equipment or vehicles while working on this project;
- 27) The work hours for the project shall be 7:00 am to 5:00 pm Monday – Friday.

PROPOSAL/BIDFORM

The **UNDERSIGNED** having examined the job sites, hereby proposes to perform the work, including all labor, materials and equipment necessary to complete the work in a manner satisfactory to the City, in accordance with the attached Invitation to Bid, General Specifications and Work Specifications, and at the following price, guarantee and starting and completion times:

“City Center – Lecture Hall Upgrades”

Lecture Hall Upgrades

Bid: \$ _____ In writing \$ _____

NUMBER OF WORKING DAYS AFTER SIGNING OF CONTRACT BEFORE WORK IS TO START: _____

NUMBER OF WORKING DAYS FOR WORK TO BE COMPLETED AFTER STARTING: _____

NOTE: The City of Augusta reserves the right to accept any or all of the above items, or any combination of the items. This bid will be awarded to the lowest responsible bidder.

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.

THE CITY OF AUGUSTA

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2018 by and between City of Augusta, a Municipal corporation existing under the laws of the State of Maine and located in the County of Kennebec, State of Maine (hereinafter "the CITY"), and _____ (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 as per the mandatory site visit and described in the specifications entitled: **"City Center – Lecture Hall Upgrades"** and contractors 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 immediately after signing of contract and shall be fully completed on or before **October 26, 2018**.

CONTRACT PRICE:

3. The CITY shall pay the CONTRACTOR for the performance of the Agreement the sum of \$ _____ based on the total of the accepted prices and any accepted alternates.

PERFORMANCE BOND:

4. The CONTRACTOR shall furnish to the CITY at the time of the execution of this Agreement a performance bond and a labor and material payment bond each in the amount of \$ _____ executed by a surety company satisfactory to the CITY, guaranteeing the performance and payment by the CONTRACTOR.

GUARANTEE:

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

PERMITS AND LICENSES:

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

THE CITY'S RIGHT TO TERMINATE CONTRACT:

7. If the CONTRACTOR should be adjudged a bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled 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 CITY 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 materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Agreement price shall exceed the expense of the finishing the work, including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the CONTRACTOR. If such expense shall exceed such unpaid balance, the CONTRACTOR shall pay the difference to the CITY.

CONTRACTOR'S LIABILITY INSURANCE:

8. The CONTRACTOR shall not commence work under this Agreement until they have 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 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. 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

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) Notice of Cancellation

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) Additional Insured

It is recommended that the CITY 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 CITY, 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 CITY 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 CITY.

(i) 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.

(j) 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, 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 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 SUBCONTRACTOR 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 SUBCONTRACTORS 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 time 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 CITY may remove the rubbish and charge the cost to the CONTRACTOR.

PAYMENTS:

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

Payment in full upon satisfactory completion and the receipt of an invoice

within 20 to 30 days upon satisfactory completion and acceptance by the CITY 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.

CTIY OF AUGUSTA

BY: _____ BY: _____
Witness William Bridgeo
City Manager

CONTRACTOR

BY: _____ BY: _____
Witness