



TOWN of SABATTUS

190 Middle Road • Sabattus, Maine 04280 • Phone: (207) 375-4331 • Fax: (207) 375-4104

Demolition of 69 Lisbon Road, Sabattus
May 20, 2020

Sir/Madam:

The Town of Sabattus is accepting bid proposals for the demolition and removal of the “Subject Structure”, which is the structure located at the rear of 69 Lisbon Road, Sabattus, on the enclosed terms and specifications. The property is located Map 4, Lot 0022 within the Sabattus Tax records. The Subject Structure is a two-story structure, measuring approximately 104 feet by 34 feet, and is shown in the oval in the overhead photograph, attached hereto as Exhibit A, and is shown in the oval on the Town’s assessing records for the property attached hereto as Exhibit B, and is additionally described in Exhibit C and Exhibit D attached hereto. No other structure is subject to this bid request.

Sealed bids will be accepted in the office of the Town Manager until June 12, 2020 at **12:00 pm** at which time they will be opened publicly and read.

A **Pre-bid meeting** will occur on site at **190 Middle Road, Sabattus** on June 2, 2020 at **11:00 am**. Attendance at this meeting by the bidding contractor or his/her qualified representative is a **mandatory requirement** for acceptance of a bid from that contractor. Complete bid packages with plans and specifications will be available at the pre-bid meeting.

Special Attention: Please direct special attention to the dust control requirements contained in the enclosed specifications.

The required form of Agreement is attached. **It is a condition of a responsive bid to this request for proposal that you review the attached Agreement and identify in writing any term or condition which, in its present form, is unacceptable to your company, and state the respect in which such term or condition requires modification in order to become acceptable to your company.**

The Town of Sabattus reserves the right to accept or reject any and all bids in its sole discretion.

Please use the enclosed envelope when submitting your bid.

Sincerely,

Anthony R. Ward
Town Manager

TOWN OF SABATTUS, MAINE

DEMOLITION OF STRUCTURE AT 69 Lisbon Rd., Sabattus

BID DEADLINE: June 12, 2020 @ 12:00 pm
PRE-BID MEETING: June 2, 2020 @ 11:00 am

BID REQUEST

1. Sealed bids for the demolition and removal of the “Subject Structure”, which is the structure located at the rear of 69 Lisbon Road, Sabattus, Maine, located at Map 4, Lot 0022 within the Sabattus Tax records, will be accepted by the Town Manager (the “Purchasing Agent”) of the Town of Sabattus (the “Town”) at the following location:

Anthony R. Ward
Town Manager
Town of Sabattus
190 Middle Road
Sabattus, Maine 04280

until the Bid Deadline listed above, at which time bids shall be opened publicly and read. The pre-bid meeting will occur at **190 Middle Road, Sabattus** at the date and time listed above. Attendance at this meeting by the bidding contractor or his/her qualified representative is a **mandatory** requirement for acceptance of a bid form from that contractor.

The Subject Structure is a two-story structure, measuring approximately 104 feet by 34 feet, and is shown in the oval in the overhead photograph, attached hereto as Exhibit A, and is shown in the oval on the Town’s assessing records for the property attached hereto as Exhibit B, and is additionally described in Exhibit C and Exhibit D attached hereto. No other structure is subject to this bid request.

2. BID SECURITY

No proposal will be considered unless it is accompanied by a **Certified Check or Bid Bond** in an amount equal to **10%** of the bid price, made out in favor of the Town of Sabattus.

3. AWARD OR REJECTION OF BIDS

- A. The Town may in its sole discretion consider any bid not prepared and submitted in accordance with the provisions of this bid request, and may waive any formalities, prior to the above scheduled time of opening of bids or the authorized postponement of such opening. Notwithstanding the foregoing, noncompliance with instructions

may result in the bid being rejected for that reason alone. Any bid received after the time and date specified will not be considered. No bid may be withdrawn within 30 days after the actual date of the opening of the bid.

- B. Award shall be based on the most responsive, advantageous, and responsible bid, as determined wholly within the discretion of the Town.

4. QUALIFICATION OF BIDDERS

The Town 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 Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of, the bidder fails to satisfy the Town that the bidder is properly qualified to carry out the obligations of the contract and to satisfactorily complete the work included therein.

5. PREPARATION OF PROPOSAL

- A. Proposals must be submitted on the actual Proposal Form furnished with this bid request. All blank spaces for prices must be completed in ink.
- B. Proposals must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project. 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.
- C. All proposals and information submitted will be incorporated, in part or in whole, into and made a part of any final contract with the Town.
- D. Issuance of this request for bid does not commit the Town to pay any costs incurred in the preparation and submission of a bid response, or to procure a contract for any services. The Town will furnish no materials or labor.

6. ADDENDA AND INTERPRETATION

No interpretation of the meaning of the plans, specifications or other documents will be made by the Town to any bidder orally. Every request for such interpretation should be in writing, addressed to the Purchasing Agent.

7. OBLIGATION OF BIDDERS

At the time of the opening of bids, each bidder will be presumed to have inspected the site as allowed by law and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to receive or examine any form, instrument or documents shall in no way relieve any bidder from any obligation in respect to his/her bid.

8. TIME LINE

Site Walk (meet at 190 Middle St., Sabattus)..... 11:00 am on June 2, 2020, 2020
Bids Due..... 12:00 pm on June 12, 2020
Bid Awarded by June 16, 2020

The contractor shall prosecute the work continuously until completion. The deadline for complete demolition and removal is **30 days from the Town's Notice to Proceed**. Designated available date to be determined by the Purchasing Agent.

9. **TIPPING FEES**

The contractor **will not** be responsible for the cost of tipping fees, however, all demolition materials not salvaged must be weighed at a mutually agreed upon location by the winning bidder and the Town. The Town shall identify all sites to be used for disposal of brick, concrete and other fill material prior to contract signing.

10. **INSURANCE:**

In accordance with its contract with the Town, the contractor shall furnish a certificate of insurance evidencing the coverages specified below and **naming the Town of Sabattus as additional insured**. Certificate of such insurance shall be filed with the Purchasing Agent **within 5 days of Notice of Award**.

WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$500,000 per incident; and in case any work is sublet, the contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the contractor.

AUTOMOTIVE LIABILITY INSURANCE:

Commercial Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required, which coverage shall include a CA 99 48 endorsement or equivalent for auto pollution for collision or upset.

Each policy shall provide that *"In the event of cancellation, change or expiration of any of the foregoing policies, ten (10) written notice will be mailed to the Owner."*

11. **PAYMENTS**

Progress payments shall be made by the Town on a monthly basis based on the percentage of the total project completed. Contractor shall submit pay requisitions that include an

estimate of the percent of work completed, however payments will be made based solely on the percentage of work determined by the Purchasing Agent to be complete.

TOWN OF SABATTUS, MAINE

DEMOLITION OF STRUCTURE AT

69 Lisbon Rd., Sabattus

BID DEADLINE: June 12, 2020 @ 12:00 pm

PRE-BID MEETING: June 2, 2020 @ 11:00 am

SPECIFICATIONS

PART 1: GENERAL

1.01 SUBJECT STRUCTURE: The “Subject Structure” is the structure located at the rear of 69 Lisbon Road, Sabattus, located at Map 4, Lot 0022 within the Sabattus Tax records. The Subject Structure is a two-story structure, measuring approximately 104 feet by 34 feet, and is shown in the oval in the overhead photograph, attached hereto as Exhibit A, and is shown in the oval on the Town’s assessing records for the property attached hereto as Exhibit B, and is additionally described in Exhibit C and Exhibit D attached hereto. No other structure is subject to this bid request.

1.02 SCOPE: Contractor agrees and undertakes to demolish the Subject Structure in its entirety, including removal of foundations, which work includes without limitation the following:

- A. Securing all demolition permits required by the State of Maine and the Town of Sabattus, and paying all fees required with respect to such permit(s);
- B. Removing all debris from the site;
- C. Disposing of all demolition debris *other than* that sold by contractor, or otherwise recovered by contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Sabattus; provided, nevertheless, that contractor is authorized to sell any salvageable components of the structure for its own account, as set forth below. Within 30 days after completion of contractor’s services, contractor will provide the Town with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage; The contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed at a mutually agreed upon location by the winning bidder and the Town;
- D. Identifying all fill sites to be used prior to contract signing;
- E. Disconnecting and capping all water and sewer service(s) currently connected within the project;
- F. Removing completely and disposing of all foundation walls, footers, and floors. Concrete floor shall be broken up, removed and cellar hole filled as directed by Purchasing Agent as part of the base bid;
- G. Complying at all times and at contractor’s sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the Town of Sabattus, including, without limitation,

- conforming to the requirements of the Sabattus Fire Department.
- H. Securing from unauthorized access the demolition area at all times during the period of demolition by reasonable means acceptable to the Sabattus Police Department or Building Inspector. The perimeter of the site shall be demarcated for No Entry and signs to that effect shall be posted. In the event it shall be or become necessary to temporarily close any streets, contractor shall, prior to commencement of the work, apply for and obtain from the Sabattus Town Council a permit for the temporary closing of such streets. In the event that the performance of the work shall entail any closing of vehicular access to a location or any street, contractor agrees to notify the Town at least 3 days prior to each day on which the accesses will be closed and will place signage in compliance with the Manual on Uniform Traffic Control Devices. In addition, the contractor shall not so undertake its operations as to block *all* access to any portion of any street except on a Sunday.
 - I. Disposing of all pavement removed from the site.
 - J. Disposing of all concrete and brick at a Town designated site.
 - K. Upon completion of the demolition, loam and seed shall be installed in an amount and manner as directed to the Purchasing Agent. Unit price to reflect Loam/Seed/Mulch of designated area.
 - L. **Demolishing the structure in a safe and orderly way and in compliance with all State and Federal regulations. Contractor must take reasonable precautions for safety of and prevention of damage to property at the site and adjacent to the site. Neighbors' areas must be policed every day for any debris on his/her properties.**
 - M. **Practicing dust control by wetting down the structure and its debris during the active part of demolishing the structure and loading the debris onto the transport vehicles. At completion of the work, the contractor shall remove waste materials, rubbish, the contractor's tools, construction equipment, machinery, and surplus materials from and about the demolition site.**

PART 2: EXECUTION

2.01 DEMOLITION OR RELOCATION

- A. Demolition shall include demolishment of all structures covered by the contract including all exterior steps, platforms and underpinning and foundation walls, etc. in accordance with the following requirements and shall be done in a manner to maximize the amount of wood materials that will be accepted at a mutually agreed upon location by the winning bidder and the Town.
 - 1. The structure, and any of its components, is to be demolished in such a manner as to prevent dust, dirt and undue noise from the operation from becoming a nuisance in the area.
 - 2. Cellars are to be cleared of all combustible and perishable material and of all tanks and piping. Tanks used for the storage of fuel oil or other flammable materials shall be removed in accordance with the regulations of the Sabattus Fire Department and Maine Department of Public Safety.

3. Stone, concrete and masonry walls, chimneys, etc. shall be completely removed.
 4. No structures shall be removed substantially as a whole. All structures shall be demolished completely on the premises. Masonry walls, piers, columns or chimneys shall be demolished in small sections. All floor construction over basements or cellars shall be completely removed regardless of whether they are above or below existing ground level.
 5. Contractor shall remove all tanks (water, gas, oil, etc.) and piping. Should underground oil tanks be identified, they shall be part of the project and the cost shall be part of the bid.
 6. Once the work of demolition is started, it shall be continued to completion, uninterrupted except for Sundays and holidays or events beyond the contractor's reasonable control. Material shall be removed from the site as quickly as possible and not be stored on site.
 7. The contractor shall comply with all applicable laws and ordinances.
 8. The contractor must exercise proper care in loading so that no waste or salvage material is strewn onto public streets, either during loading or en route to the dumping site. Any material spilled on public streets will be promptly cleaned up and removed by the contractor at its sole cost.
- B. Upon completion of the demolition and removal work, the site shall be cleared of all obstructions and brought to grade as directed by the Purchasing Agent.

2.02 CLEAN UP

- A. All debris resulting from operations under the contract and all tools and apparatus are to be removed from the site at the completion of the work and the site left clear and free from hazards, to the satisfaction of the Town.
- B. Bidders shall assume that all movable equipment and furnishings left on the premises during the bidding period shall remain the property of the occupant or owner and shall be removed by him/her prior to commencement of demolition and removal. Any such movable equipment or furnishings remaining on the premises after commencement of demolition, that the Town determines has no market value, shall be removed from premises by the contractor.
- C. All fixed equipment which is on the premises during the bidding process shall become the property of the contractor and he/she shall remove same from premises.

TOWN OF SABATTUS, MAINE

DEMOLITION OF STRUCTURE AT 69 Lisbon Rd., Sabattus

BID DEADLINE: June 12, 2020 @ 12:00 pm
PRE-BID MEETING: June 2, 2020 @ 11:00 am

PROPOSAL FORM

TO: Anthony R, Ward, Town Manager
Town of Sabattus
190 Middle Road
Sabattus, Maine 04280

Dear Sir:

Having carefully examined the premises and existing conditions affecting the work, we, the undersigned, hereby agree to furnish all labor, materials, appliances, supplies, plants, equipment and other facilities incidental to the demolition and removal of the Subject Structure as required by, and in strict accordance with, the Specifications dated **May 20, 2020** as prepared by the Town of Sabattus and that the undersigned will accept in full payment thereof of the following sum to wit:

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
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1	Lump Sum	Demolition and removal of the Subject Structure located at 69 Lisbon Rd., Sabattus as specified.
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	\$	
Unit Price for additional fill material	\$	CY

State equipment to be used: (list all equipment)

List all Sub-Contractors:

The undersigned further agrees to complete work by:	
The undersigned acknowledges the receipt of addenda #:	

The undersigned acknowledges that the Town requires that its terms and conditions, as contained in the bid request documents, form the basis for any relationship that may result from this bid request and that this proposal (including any and all attachments, exhibits and documents referred to in this proposal) will be included in any final contract between the undersigned and the Town covering the work in the proposal.

The undersigned further agrees that after notification by the Town of the acceptance of his/her proposal and the readiness of the contract for signature, he/she will execute the contract within 5 days, Saturdays, Sundays and holidays excepted, and that he/she will commence the work within 5 days after the execution of the contract unless otherwise specified in the Specifications or directed by the Town in writing, and that he/she will prosecute the work to its completion.

Performance & Payment Bonds **are not** required.

The undersigned further agrees that in the employment of labor, preference will be given, all other things being equal, to the citizens of Sabattus and of the State of Maine, in that order.

The undersigned hereby further declares that the only person or parties interested in this proposal as principals are named below; that the proposal is made without any connection with any other person or party making any proposal for the same work; and that no person acting for or employed by the Town of Sabattus is directly or indirectly interested in this proposal or in any contract which may be made under it or in profits expected to arise therefrom, except as provided by the Town Charter. The full names and addresses of all persons or parties interested in this proposal as principals are named below; (Give first and last names in full; and in case of a corporation, give names and addresses of President, Treasurer and Manager; and in case of a partnership, give names and addresses of members):

Accompanying this proposal is a bid security deposit in the amount of:

%	\$
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which is to become the property of the Town by forfeiture if the undersigned fails, after notification by the Town Manager of the acceptance of his/her proposal, to execute a contract with the Town within 5 days agreed to herein; or, in case the undersigned withdraws his/her proposal within 30 days after the opening of the proposals. Otherwise, the deposit will be returned to the undersigned in accordance with the provisions in the Notice to Contractors.

FIRM NAME	
SIGNATURE	
PRINTED/TYPED NAME	
TITLE	
LEGAL ADDRESS	
PLACE OF BUSINESS	
FIRM’S IRS ID #	
DATE	
TELEPHONE #	
FAX #	
E-MAIL ADDRESS	

TOWN OF SABATTUS, MAINE

DEMOLITION OF STRUCTURE AT 69 Lisbon Rd., Sabattus

BID DEADLINE: June 12, 2020 @ 12:00 pm
PRE-BID MEETING: June 2, 2020 @ 11:00 am

AGREEMENT

This Agreement (the “Contract”) is entered into at Sabattus, Maine as of this ____ day of [Date], by and between the **Town of Sabattus** a municipal corporation with a principal place of business in Sabattus, Androscoggin County, Maine (hereinafter referred to as “**Town**” or the “**Town of Sabattus**,” which expression shall include its successors and assigns) and [Contractor Name], a corporation with a place of business at [Address] (hereinafter sometimes collectively referred to as “**Contractor**,” which expression shall include their heirs, successors, and assigns).

I. **WHEREAS:**

- A. The Town desires to have demolished a certain structure (the “Subject Structure”) located at 69 Lisbon Rd., Sabattus, located at Map 4, Lot 0022 within the Sabattus Tax records, measuring approximately 104 feet by 34 feet, and is shown in the oval in the overhead photograph, attached hereto as Exhibit A, and is shown in the oval on the Town’s assessing records or the property attached hereto as Exhibit B, and is additionally described in Exhibit C and Exhibit D attached hereto;
- B. Contractor desires to provide demolition services to the Town for the purposes of accomplishing the complete demolition of 69 Lisbon Rd., Sabattus; and
- C. The parties have reached an agreement with respect to the same which they wish to reduce to a written document.

II. For consideration paid, including without limitations the mutual covenants and undertaking more fully hereinafter expressed, the parties do hereby agree as follows:

- A. **Scope of Services:** Contractor agrees and undertakes to demolish the Subject Structure in its entirety, including removal of foundations. The scope of Contractor’s undertaking includes, without limitation:
 - 1. Securing all demolition permits required by the State of Maine and the Town of Sabattus and paying all fees required with respect to such permit(s);
 - 2. Removing all debris from the site. Any asbestos containing materials (“ACM”) would be removed by others. Should ACM be identified by Contractor, Contractor shall immediately stop all work in the affected area

and notify the Town;

3. Disposing of all demolition debris *other than* that sold by Contractor, or otherwise recovered by Contractor as salvage, either on its own behalf or on behalf of the Town, in accordance with the laws of the United States and the State of Maine and ordinances of the Town of Sabattus; provided, nevertheless, that Contractor is authorized to sell any salvageable components of the structure for its own account, as set forth below. Within 30 days after completion of Contractor's services, Contractor will provide the Town with copies of any documents evidencing the ultimate disposition of all demolition debris, except for such as has been sold for salvage; The Contractor **will not** be responsible for tipping fees, however, all demolition materials not salvaged must be weighed a mutually agreed upon location by the winning bidder and the Town.
4. The Contractor shall identify all fill sites to be used prior to Contract signing.
5. Disconnecting and capping all water and sewer service(s) currently connected at the Subject Structure at 69 Lisbon Rd., Sabattus;
6. Removing completely and disposing of all foundation walls, footers, and floors. The foundation hole shall be filled as directed by the Purchasing Agent as part of the base bid;
7. Complying at all times and at Contractor's sole cost, during the period of demolition, with the requirements of the laws of the United States and the State of Maine, and the ordinances of the Town of Sabattus, including, without limitation, conforming to the requirements of the Sabattus Fire Department;
8. Securing from unauthorized access the demolition area at all times during the period of demolition by reasonable means acceptable to the Sabattus Police Department or Building Inspector. The perimeter of the site shall be demarcated for No Entry and signs to that effect shall be posted. In the event it shall be or become necessary to temporarily close any streets, Contractor shall, prior to commencement of the work, apply for and obtain from the Town any permit for the temporary closing of such streets; in such event Contractor will place signage in compliance with the Manual on Uniform Traffic Control Devices.
9. Disposing of all pavement removed from the site;
10. Disposing of all concrete and brick at a Town designated site;
11. Upon completion of the demolition, loam and seed shall be installed in an amount and manner as directed to the Purchasing Agent. Unit price to reflect Loam/Seed/Mulch of designated area.
12. **Demolishing the structure in a safe and orderly way in compliance with all State and Federal regulations. Contractor must take reasonable precautions for safety of and prevention of damage to property at the site and adjacent thereto. Neighbors' areas must be policed every day for any debris on his/her properties.**
13. **Practicing dust control by wetting down the structure and its debris**

during the active part of demolishing the structure and loading the debris onto the transport vehicles. At completion of the work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the demolition site.

The Contractor shall supervise and direct the work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, demolition means, methods, techniques, sequences and procedures. If the Contract gives specific instructions concerning demolition means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety of such means, methods, techniques, sequences, and procedures and shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences, and procedures.

The Contractor shall confine operations at the demolition site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract, and shall not unreasonably encumber the site with materials or equipment.

Unless otherwise provided in the Contract, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection of workers (including subcontractors hired by Contractor), the Town, employees, and the public, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Contractor shall promptly eliminate or abate safety hazards created by or otherwise resulting from performance of the work.

The Contractor shall promptly remedy damage and loss to property referred to in this Section II(A) caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Section II(A), except to the extent damage or loss is attributable to acts or omissions of the Town or anyone directly or indirectly employed by the Town and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the

Contractor's obligations under Section II(G).

The Contractor warrants to the Town that in performing work under this Contract, the Contractor will employ a standard of care consistent with that generally applied by contractors engaged comparable work in the State of Maine.

B. Time and Sequence of Demolition:

Contractor shall commence demolition within **5 days** after the date of execution of this Contract and demolition shall be completed **within 30 days from the Town's Notice to Proceed.** In the event that during the course of the demolition project, ACM, hazardous waste, or chemicals, toxic or otherwise, are found by Contractor to exist, which were not known to Contractor at the time of execution of this Contract, the Contractor shall immediately stop all work in the affected area and notify the Town. In such event, the Contractor shall, in addition to the aforesaid period, have additional time to complete the Contract equal to the number of days that the hazardous removal parties are required to be upon the premises for the removal of any such "after discovered" materials. Contractor shall take all reasonable precautions to avoid further contamination or the spread or disturbance of such ACM, hazardous waste, and chemicals.

C. Contract Price and Payment: The Town agrees to pay Contractor for the services performed as called for in this Contract. Contractor shall be solely responsible for collection of any sales tax upon sale of salvage, and for remittance of the same to the State of Maine and shall hold the Town harmless from and indemnify the Town against any liability for the collection of such tax.

D. Responsibility for Hazardous Materials: Contractor shall not be responsible under the terms of this Contract for the removal, demolition or disposal of any ACM or other hazardous materials, substance or wastes at 69 Lisbon Rd., Sabattus.

E. Compliance with Laws: The Contractor shall observe and comply at all times with and give notices required by all applicable Federal and State laws and regulations, Town ordinances and the rules and regulations of all authorities having jurisdiction over the project, including without limitation those bearing on safety of persons or property or their protection from damage, injury, or loss, and these shall apply to the Contract the same as though written out herein in full, and the Contractor shall indemnify, defend, and hold harmless the Town and its representatives against any claim or liability arising from or based on violation of any such laws, ordinances, rules and regulations by the Contractor or by its employees, subcontractors, or agents, and Contractor shall bear the costs attributable to correction of work that is required as a result.

F. INSURANCE:

The Contractor shall procure and maintain during the term of this Contract at its own expense with companies satisfactory to the Town, the following insurance coverage. The Contractor shall furnish a certificate of proof of such coverages to the Town which **names the Town of Sabattus as additional insured** and provides that the insurer will give the Town 10 days' written notice before the required insurance can be altered or canceled. The certificate of such insurance shall be filed with the Town Manager **within 5 days from Notice of Award.**

WORKERS' COMPENSATION:

Workers' Compensation, coverage with Statutory Limits and Employers Liability for all employees with limits of \$500,000 per incident; and in case any work is sublet, the Contractor shall require the sub-contractor similarly to provide coverage for the latter's employees unless such employees are covered by the protection afforded the Contractor.

AUTOMOTIVE LIABILITY INSURANCE:

Commercial Automotive Liability insurance with minimum limits of liability for bodily injury in the amount of \$500,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate.

GENERAL LIABILITY INSURANCE:

General Liability insurance with minimum limits of liability for bodily injury in the amount of \$1,000,000 for each occurrence and minimum limits of liability for property damage in the amount of \$50,000/\$100,000 aggregate, or a combined single limit of \$500,000 for each occurrence, including completed operations shall be required, which coverage shall include a CA 99 48 endorsement or equivalent for auto pollution for collision or upset.

Contractor and any/all sub-contractors shall provide a waiver of subrogation for all insurance coverage, to be evidenced on the certificates of insurance supplied in connection with the work.

- G. Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Town and its employees, subcontractors, representatives, and agents from and against any and all claims, demands, causes of action, damages, liabilities, losses, and expenses, arising out of or resulting from (1) injury to persons or property arising out of the acts or omissions of the Contractor, its employees, subcontractors, or agents; (2) the unlawful, improper or negligent disposal by Contractor, its employees, subcontractors, or agents of salvage or debris from the Subject Structure at 69 Lisbon Rd., Sabattus; (3) the assertion of a lien or right to a lien, whether at law or in equity, by any subcontractor of the Contractor, claiming such lien to have arisen, in whole or in part, by reason of the services contemplated under the terms of this Contract on behalf of Contractor. This obligation of indemnity shall include the payment of costs and reasonable attorneys' fees incurred by the Town in connection with the defense of any action or proceeding arising from such claims and liabilities.

The Contractor shall be responsible for all damages to property, or injury to persons arising out of their actions or failure to act or the actions or failure to act of their employees, subcontractors, or agents. The Contractor shall indemnify, defend, and hold harmless the Town and its employees, subcontractors, representatives, and agents from and against any and all claims, demands, causes of action, damages, liabilities, losses, suits, judgments, and expenses arising in conjunction with or as a result of the Contractor's performance of this Contract, including without limitation the cost and expense the Town incurs for remediation of a material or substance not required by the Contract that the Contractor brings to the site and for remediation of material or substance that the Contractor brings to the site as required by the Contract that the Contractor or its employees, subcontractors, or agents negligently handles. The Contractor shall have no liens or encumbrances which would adversely affect the ability of the Contractor to perform as stipulated under this Contract.

Exclusively for the purposes of the indemnity under this Section II(G), and only to the extent that this waiver does not affect the Contractor's statutory immunity against claims by its own employees, Contractor hereby waives any immunities to which it may be entitled under worker's compensation laws, and assumes potential liability for actions brought by its employees.

If any claim of lien or stop-notice or any other demand for payment or security therefor is made or filed with the Town or the project site by any person claiming that Contractor or any subcontractor or supplier or any other person claiming under any of them has failed to perform any contractual obligations or to make payment for any labor, services, trust fund contribution, materials, equipment, taxes, or other item furnished or obligation incurred for, or in connection with, the work, or if at any time there shall be evidence of such nonperformance or nonpayment of any claim or lien or stop-notice or other demand for which, if established, the Town or the project site might become liable, then the Contractor shall immediately make payment for such labor, services, materials, equipment, taxes, or other item furnished or obligation incurred for, or in connection with, the services and require a discharge of such lien, stop-notice, or demand. The Town shall have the right to require the Contractor to immediately and at its own expense procure, furnish, and record appropriate statutory release bonds, which will extinguish or expunge said lien, claim, or stop-notice, and the right to retain from any payment then or thereafter due under the Contract or to be reimbursed by Contractor for an amount sufficient to (i) satisfy, discharge, and defend against any such claim of lien or stop-notice or other damage, or any action or proceeding thereon that may be brought to judgment or award; (ii) make good any such nonpayment, nonperformance, damage, failure, or default; and (iii) compensate the Town for and indemnify it against any and all loss, liability, damage, cost, and expense (including attorneys' and consultants' fees and costs) sustained or incurred in connection therewith.

- H. Assignment:** Contractor may not assign or delegate this Contract or its obligations hereunder without the prior express written permission of the Town.

- I. Title to Salvage:** Upon removal from the premises of any materials, Contractor shall immediately, without need of further evidence of title or conveyance, be vested with title to the material; any sales of materials salvaged from the premises shall be sales by Contractor rather than by the Town; the Town makes no warranty title, condition, fitness for any purpose or merchantability with respect to its transfer of title to any salvage, which is transferred to Contractor without any warranty of any kind whatsoever. The Town is aware of no competing claims or liens which may encumber the property or personal property interests therein.
- J. Bond Requirements:** Performance & Payment Bonds **are not** required for this project.
- K. Default; Termination:** The Town may terminate the Contract upon written notice without further obligations to the Contractor if Contractor breaches this Contract and, if the breach is capable of cure, fails to correct such failure within 10 days after receipt of notice of such breach. No materials may be removed from the Town premises after receipt by Contractor of such 10 day notice, unless Contractor has cured the breach.

During any time that the Contractor is unable to perform under this Agreement because of an act of God, war, civil unrest, fire or other casualty, labor difficulties, general shortage of labor, materials or equipment, or other causes beyond Contractor's reasonable control, such time shall not be counted in determining the time when the performance of such act must be completed, whether such time be designated by a fixed time or a reasonable time. In such event the Contractor shall immediately give notice to the Town and shall do everything possible to resume performance. If the period of nonperformance exceeds 30 days from the receipt of notice of such an event, the Town may by giving written notice terminate this Contract.

In the event of termination for default, the Town may finish the work by whatever reasonable method the Town may deem expedient. Upon written request of the Contractor, the Town shall furnish to the Contractor a detailed accounting of the costs incurred by the Town in finishing the work. The Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the sum Lump Sum exceeds all costs to the Town of finishing the work, including without limitation attorneys' fees and costs, and other damages incurred by the Town and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall promptly pay the difference to the Town. The obligation for payment shall survive termination of the Contract.

The Town may, without cause, order the Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Town may determine, and the Town may, at any time, terminate the Contract upon written notice for the Town's convenience and without cause. Upon receipt of written notice from the Town of such termination for the Town's convenience, the Contractor shall cease operations as directed by the Town in the notice; take actions necessary, or that the Town may direct, for the protection and preservation

of the work; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders. In case of such termination for the Town's convenience, the Contractor shall be entitled to receive payment for work properly executed.

All obligations of indemnification, and all obligations which otherwise by their nature should survive expiration or termination of this Contract for any reason, will survive such expiration or termination. All remedies available to the Town for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any single remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

- L. Notices:** In the event it becomes necessary for any party to this Contract to give written notice to the other party, such notice shall be sent via U.S Postal Service, postage prepaid, first class mail, certified, return receipt, and such notice shall be deemed effective upon receipt or refusal. The notice may also be hand-delivered, in which case it shall be deemed to have been received on the day so delivered. In the event any notices are required by or useful under the terms of this Contract, such notices shall be given in the case of:

Town to: Town of Sabattus
Anthony R. Ward, Town Manager
190 Middle Road
Sabattus, ME 04280

the Contractor to: **[Contractor Name and Address]**

- M. Arbitration:** In the event of a dispute arising out of this Contract, the parties agree to submit such dispute to binding arbitration in Sabattus, Maine pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association, except that there shall be a single arbitrator, appointed by agreement of the parties, and if the parties are unable to agree upon an arbitrator, then an arbitrator shall be appointed by the Superior Court pursuant to 14 M.R.S.A Section 5929; provided, nevertheless, that the agreement to arbitrate shall not preclude resort by either party to a Court of general jurisdiction for the purpose of seeking interlocutory relief, to the extent such relief may be available and provided such action shall be brought solely in Maine. This Contract is governed by the laws of the State of Maine (without giving effect to its principles relating to conflicts of laws). The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with any action or proceeding between the Contractor and the Town arising out of or related to this Contract.

- N. Integration and Modification:** This Contract contains and expresses the entire contractual relationship between the parties and there are no other promises, undertakings, representations or obligations of any kind existing between the parties which do not appear in this Contract. This Contract may not be modified or abrogated except by means of a writing signed by both parties.

O. Miscellaneous:

1. Any components of 69 Lisbon Rd., Sabattus which Contractor wishes to sell for salvage must be removed from the premises by Contractor on or before the expiration of the time for completion of Contractor's services hereunder. At the time of such removal of each component from the Town's premises, title to such component shall immediately vest in Contractor and responsibility for lawful disposal (or sale) of such components shall thereafter remain solely Contractor;
2. Time is of the essence with regard to this Contract;
3. Contractor agrees to attend pre-demolition meeting with such officials as may be designated for such purpose by the Town. At that time, Contractor shall submit to the Town a progress schedule;
4. Contractor shall provide for maintenance of traffic in accordance with Subsection 104.04 and 107.11 of the Maine State Highway Commission Standards Specifications (4) Highway and Bridges, Revision of June, 1981 and the following provisions:
 - a. Since the project area is in or abuts streets used for passage on foot, the Contractor shall be responsible for scheduling his/her work in such a manner that safe passage for pedestrian and vehicular traffic is provided at all times with a minimum of obstruction.
 - b. Contractor shall make arrangements with the Chief of Police, the Chief of the Fire Department, and other Town officials as required for performance of the work. Contractor shall arrange any pay for all police protection and assistance required to adequately handle traffic.
 - c. When it necessary for traffic to pass over portions of the abutting roadway during the demolition, the Contractor shall at all times provide for the safety of traffic by using such warning signs, flares and lights as may be required by the Town of Sabattus. All such temporary traffic controls shall be provided at the sole expense of Contractor. In the event any street or way is to be temporarily or permanently closed to travel (by permission of the Sabattus Town Council), a 72 hour notice will be given by Contractor to the Town of Sabattus, the Chief of the Sabattus Fire Department, and the Chief of the Sabattus Police Department. In the event the closing of a street becomes necessary, all costs involved in establishing and maintaining a suitable detour, as may be required by the municipal officers, will be borne by the Contractor. Approved signs shall be furnished, placed and maintained by the Contractor at such points as designated by the Police Department. The Contractor shall be liable for all damages occasioned in any way by the act or neglect of themselves or their agents, employees or workmen. When the bridges or other temporary expedients are no longer necessary, they shall remove them and restore the private ways, paths, drives or walks to their original condition.
 - d. The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract, and the accounting and control systems shall be satisfactory to the Town. The Town of Sabattus or any of their duly

authorized representatives, shall have access to and be permitted to observe and review all work, materials, equipment, employment conditions, books, documents, papers, records, correspondence, receipts, vouchers, payrolls, agreements with sub-contractors relating to this Contract for the purpose of making audit, examination, excerpts and transcriptions. This right shall exist, and the Contractor shall preserve all such records, for a period of 3 years after the final payment and all other pending matters are closed or for such longer period as may be required by law.

- e. No member of or delegate to the Congress of the United States and no resident commissioner shall be admitted to any share or part of this Contract, or to any benefit to arise from the same. No member, officer, or employee of the Town of Sabattus or its designees or agents, no member of the governing body of the locality in which the work is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the work during his/her tenure or for 1 year thereafter, shall have any interest, direct or indirect, in any contract or sub-contract with the work under this Contract.
- f. It is understood and agreed that the Contractor is to perform the work required hereunder as an independent contractor and not as an agent or employee of the Town.
- g. A party's failure at any time to enforce any of the provisions of this Contract will not be construed to be a waiver of such provision or rights, nor to affect the validity of this Contract. The exercise by a party of any right under this Contract will not preclude or prejudice the continued existence of the same or other rights under this Contract. In the event that any provision of this Contract is found invalid or unenforceable pursuant to judicial decree, the remainder of this Contract shall remain valid and enforceable according to its terms.
- h. This Contract shall be binding upon the parties, their permitted successors and permitted assigns.

Contractor agrees that its proposal dated [Date], including any and all attachments and exhibits, are incorporated in this Contract. Contractor and the Town agree that any provision of this Contract or of any such proposal that conflicts with this paragraph, or seeks to exclude Contractor's proposal from this Contract or from any express warranty or any warranty provided by statute or implied at law shall be void and of no force and effect.

<u>ITEM</u>	<u>PAYMENT</u>	<u>DESCRIPTION OF WORK</u>
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1	Lump Sum	Demolition and removal of the structure located at 69 Lisbon Rd., Sabattus as specified.
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_____ Dollars	\$
Unit Price for additional fill material	\$ /CY

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of

Witness

Owner
TOWN OF SABATTUS, MAINE

By: _____
Anthony R. Ward
Town Manager

Contractor:

Witness

By: _____