

**AGREEMENT BETWEEN THE  
PORTLAND PUBLIC SCHOOLS  
AND  
BURR SIGNS**

**THIS AGREEMENT** is entered into this 16 day of Dec, 2014, by and between **PORTLAND PUBLIC SCHOOLS**, a body politic and corporate (hereinafter "**PPS**"), and **BURR SIGNS**, a company with a mailing address of **40A Manson Libby Road, Scarborough, Maine, 04074** (hereinafter the "**CONTRACTOR**").

**WITNESSETH:**

**WHEREAS**, **PPS** is in need of front entrance signage at its 353 Cumberland Avenue site and did solicit design and price proposals from three companies; and

**WHEREAS**, the **CONTRACTOR** has the ability to perform the required services and has submitted a proposal dated December 15, 2014, for the design, fabrication and installation of signs; and

**WHEREAS**, after due consideration of all the proposals, **PPS** did award the bid to the **CONTRACTOR**;

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. The **CONTRACTOR** will furnish the materials, supplies, equipment and labor (hereinafter the "Work") in accordance with the **CONTRACTOR'S** proposal dated December 15, 2014.

A copy of said Proposal is attached hereto as Exhibit A, and is hereby made a part hereof.

2. The **CONTRACTOR** covenants and agrees that all Work performed and furnished hereunder shall be free from all defects, and that all Work shall be performed in a good workmanlike manner.

Letter of Permission -  
Contract Agreement 1

3. Prior to the execution of this Agreement, the **CONTRACTOR** will procure and maintain Automobile Insurance and General Public Liability Insurance coverage and coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming **PPS** as an additional insured thereon, and also Workers' Compensation Insurance coverage. With respect to the Liability Insurance, the **CONTRACTOR** will provide **PPS** a certificate of insurance evidencing such coverage, in this way: certificate must say either: A) "the policy has been endorsed to name Portland Public Schools as an Additional Insured" and a copy of the endorsement must come to **PPS** with the certificate, or B) "the policy already includes an endorsement, such as the General Liability Expansion Endorsement, by which Portland Public Schools is automatically made an additional insured." A Certificate which merely has a box checked under "Addl Insr," or the like, or which merely states **PPS** is named as an Additional Insured, will not be acceptable.
4. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless **PPS**, its officers and employees, from and against all claims, damages, losses, and expenses, just or unjust, including, but not limited to, the costs of defense and attorney's fees arising out of or resulting from the performance of this Agreement, provided that any such claims, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONTRACTOR**, anyone directly or indirectly employed by it, or anyone for whose act it may be liable.
5. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **PPS** official who will have the right of inspection at all times, and whose approval and acceptance of the work will be a condition precedent to payments by **PPS** under this Contract.
6. Upon receipt of executed contracts and insurance as required, **PPS** will send an executed contract to the **CONTRACTOR**, The **CONTRACTOR** agrees to complete the entire work on or before 4-15, 2015. The time set for such completion may be extended only by written consent of **PPS**.
7. For performance of all the terms and conditions of this Agreement, **PPS** will pay the **CONTRACTOR** \$19,292.25. **PPS** is a tax exempt entity by State law.
8. The **PPS** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, the **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice. The **PPS** shall have the right to terminate this Agreement at any time for its convenience on thirty (30) day prior written Notice to the **CONTRACTOR**. If the Agreement is terminated by the **CITY** for convenience, the **CITY** shall pay the **CONTRACTOR** for all Work performed and all materials purchased pursuant to this Agreement prior to receipt of such Notice.

Letter of Permission -  
Contract Agreement - 2

- 9. Out of concern for the public, PPS employees and the CONTRACTOR's employees, all work performed by the CONTRACTOR shall be in conformance with pertinent OSHA, local, state and federal government regulations.
- 10. This Agreement shall be construed in all respects in accordance with, and governed by, the laws of the State of Maine. All parties hereto hereby consent to the exclusive jurisdiction of the Superior Court for the County of Cumberland in the State of Maine, for all actions, proceedings and litigation arising from or relating directly or indirectly to this Agreement or any of the obligations hereunder, and any dispute not otherwise resolved as provided herein shall be litigated solely in said Court.

IN WITNESS WHEREOF, the said **PORTLAND PUBLIC SCHOOLS** has caused this Agreement to be signed and sealed by Emmanuel Caulk, its Superintendent, thereunto duly authorized, and **BURR SIGNS** has caused this Agreement to be signed and sealed by Mason Legendre, its President, thereunto duly authorized, the day and date first above written.

WITNESS:

[Signature]

**PORTLAND PUBLIC SCHOOLS**

By: [Signature]  
Its Superintendent

WITNESS:

[Signature]

**BURR SIGNS**

By: [Signature]

Print or type name: Mason Legendre

Its: PPS

Approved as to funds:

PPS Finance By: [Signature]

Letter of Permission  
Contract Agreement 3



40A Manson Libby Road  
Scarborough, ME 04074

# Estimate

Date	Estimate No.
12/15/2014	2078

### Name/Address

Portland Public Schools  
Doug Sherwood  
353 Cumberland Ave  
Portland, ME 04101

P.O. No.	Terms	Rep

ITEM	DESCRIPTION	QTY	COST	Total
Sign	<p>PORTLAND PUBLIC SCHOOLS - 353 CUMBERLAND AVE/PORTLAND, ME</p> <p>Approx 4' x 31' enclosed aluminum header panel for existing steel structure. Cost includes cutting of existing steel structure and reattaching to make the top all on one plane to achieve a solid structure to mount the proposed signage to. "PORTLAND PUBLIC SCHOOLS &amp; address" to be brushed aluminum halo lit channel letters with white halo. .080 aluminum panel to be added to the left side of the structure with applied cut vinyl logo per submitted drawings. Cost includes painting as necessary and all installation</p>	1	15,542.25	15,542.25T
Sign	<p>Approx 63" round face lit logo circle with applied vinyl graphics per submitted drawing. Sign to consist of aluminum can that will slide into the existing hole in the building with an acrylic face to be attached with Jewelite Trim cap. Face will remove for service. Circle will have white LED's and power supply inside the can. See submitted drawing for details.</p>	1	3,750.00	3,750.00T
Disclaimer	<p>COST INCLUDES FABRICATION, TRANSPORTATION AND INSTALLATION. COST DOES NOT INCLUDE PERMITS OR RELATED FEES. PERMITS ARE THE RESPONSIBILITY OF THE CUSTOMER UNLESS OTHER ARRANGEMENTS ARE MADE WITH BURR SIGNS. BURR WILL OBTAIN PERMITS FOR A \$250 ACQUISITION FEE PLUS THE COST OF THE PERMIT ITSELF</p>			

**Subtotal** \$19,292.25

**Sales Tax (5.5%)** ~~\$1,061.07~~

**Total** ~~\$20,353.32~~

Prices, terms and specs accepted \_\_\_\_\_

Phone # 207 396-6111

kristi@burrsgns.com

www.Burr

*Letter of Permission - Contract Agreement 4 - Vendor Proposal*









# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/05/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Anderson-Watkins Insurance 31 Central Street Westbrook ME 04092	CONTACT NAME: Dan Donatelli
	PHONE (A/C, No, Ext): (207) 856-5500 FAX (A/C, No): (207) 856-0004 E-MAIL: ddonatelli@andersonwalkinsinsurance.com ADDRESS:
INSURED Two Mench's LLC Burr Sign Company 40 Manson Libby Road Scarborough ME 04074-	INSURER(S) AFFORDING COVERAGE
	INSURER A: Maine Employers' Mutual Ins Co NAIC # 524210
	INSURER B: Patriot Insurance Company 32069
	INSURER C:
	INSURER D:
	INSURER E:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (W/O)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	CPP6198416	08/15/2014	08/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA 6198416	08/15/2014	08/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	1810106202	08/15/2014	08/15/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Portland Public Schools is an additional insured per written contract for the project located at 353 Cumberland Ave Portland Maine.

## CERTIFICATE HOLDER

## CANCELLATION

AI 031267

Portland Public Schools 353 Cumberland Ave Portland ME 04101-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Letter of Permission-Contract Agreement 7-Insurance