

**FAX**



To: DEP

Fax Number: 287-7826

From: City of Portland / Lannie

Fax Number: 874-8716

Date: 1-31-07

Regarding: BDNF

Total Number Of Pages Including Cover: 2

Phone Number For Follow-Up: 874-8716

**Comments:**

City Of Portland, Maine  
Inspections Division Services  
389 Congress St Room 315 Portland Me 04101-3509  
Phone: (207) 874-8703 or (207)874-8693  
Fax: (207) 874-8716  
<http://www.portlandmaine.gov/>

Applicant: Bob Leeman / Evergreen Cemetery Date: 1/31/07

Address: Evergreen / 672 Stevens Ave. C-B-L: 13A-A-001 et al

CHECK-LIST AGAINST ZONING ORDINANCE

# 07-0109

Date - Existing

Zone Location - ROS

Interior or corner lot -

cemetery is an existing use 31' x 105'  
to Demolish Existing Storage Bldg & Rebuild in  
same footprint → Accessory Bldg

Proposed Use/Work -

Sewage Disposal -

Lot Street Frontage -

Front Yard - 25' min - 25' + shown

Rear Yard - 25' min 25' + shown

check for placement  
before blue -

Side Yard - 12' min - existing 2.25'

Projections -

Width of Lot -

Height - 45' max - 13.75' scaled

Lot Area - existing

Lot Coverage / Impervious Surface - 25% max - no change

Area per Family -

Off-street Parking - N/A

Loading Bays -

wait for  
→ Site Plan - required per Barbara 1/31/07

Signoff  
Shoreland Zoning / Stream Protection - N/A

Flood Plains - Panel 7 zone X

MAX FLOOR AREA RATIO: .05 - actually slightly reduced

**COMMITMENT & INTEGRITY  
DRIVE RESULTS**

41 Hutchins Drive  
Portland, Maine 04102  
www.woodardcurran.com

T 800.426.4262  
T 207.774.2112  
F 207.774.6635

## TRANSMITTAL



TO: Phillip R. Labbe  
Manager of Parks & Cemeteries Div.  
City of Portland  
17 Arbor Street  
Portland, ME 04103

DATE: 01/25/07  
PROJECT NAME: Evergreen Cemetery  
PROJECT NUMBER: 203848.28

RE: Plans and Specifications for Evergreen Cemetery

**WE ARE SENDING:**

- |                                       |                                   |   |   |
|---------------------------------------|-----------------------------------|---|---|
| <input type="checkbox"/> Quotation    | <input type="checkbox"/> Drawings | <input checked="" type="checkbox"/> Bid Package (Draft) | <input type="checkbox"/> Floppy Disk / CD |
| <input type="checkbox"/> Brochure     | <input type="checkbox"/> Schedule | <input type="checkbox"/> Installation Package           | <input type="checkbox"/> Sample           |
| <input type="checkbox"/> Change Order | <input type="checkbox"/> Manuals  | <input type="checkbox"/> Other (specify) _____          |   |

Qty.	Doc. No.	Rev. No.	Dated	Description
2			June 2006	Specifications – Evergreen Cemetery
2			June 2006	Drawings – Evergreen Cemetery

**For Your:**

- 134-A-1
- USE
  - APPROVAL
  - REVIEW/COMMENTS
  - INFORMATION
  - OTHER

**Sent By:**

- REGULAR MAIL
- FEDERAL EXPRESS
- UPS
- COURIER
- OTHER

**COMMENTS:**

Phil and Bob,

Enclosed are copies of the bid-ready plans and specifications for the Evergreen Cemetery Building Replacement Project that we prepared in June of 2006. We understand you want to finalize and release for bidding; please provide your review comments and W&C will work with Purchasing to finalize accordingly.

Cc: Bob Leeman

BY: Diana Tidwell, Project Assistant



Building with X is to be removed



# Demolition Call List & Requirements

Site Address: 672 Stevens Ave <sup>Portland</sup> Owner: City of Portland  
 Structure Type: Wood, Storage Buildings Contractor: City of Portland

Utility Approvals	Number	Contact Name/Date
Central Maine Power	1-800-750-4000	<u>Tonya Bridges, 1/31/07</u>
Northern Utilities	797-8002 ext 6241	<u>Mark Allen, 1/31/07</u>
Portland Water District	761-8310	<u>JAN Walker 1/31/07</u>
Dig Safe 16352	1-888-344-7233	<u>2007 0502613</u>

After calling Dig Safe, you must wait 72 business hours before digging can begin.

DPW/ Traffic Division (L. Cote)	874-8891	<u>Lucy Cote 1/31/07</u>
DPW/ Sealed Drain Permit (C. Merritt)	874-8822	<u>Carrol Merritt 1/31/07</u>
Historic Preservation	874-8726	<u>Deb Andrews 1/31/07</u>
Fire Dispatcher	874-8576	<u>Jim Richards 1/31/07</u>

## Additional Requirements

- 1) Written Notice to Adjoining Owners
- 2) A Photo of the Structure(s) to be demolished
- 3) Certification from an asbestos abatement company

DEP – Environmental (Augusta) 287-2651 Sandy Mandy 1/31/07

U.S. EPA Region 1 – No Phone call required. Just mail copy of State notification to:

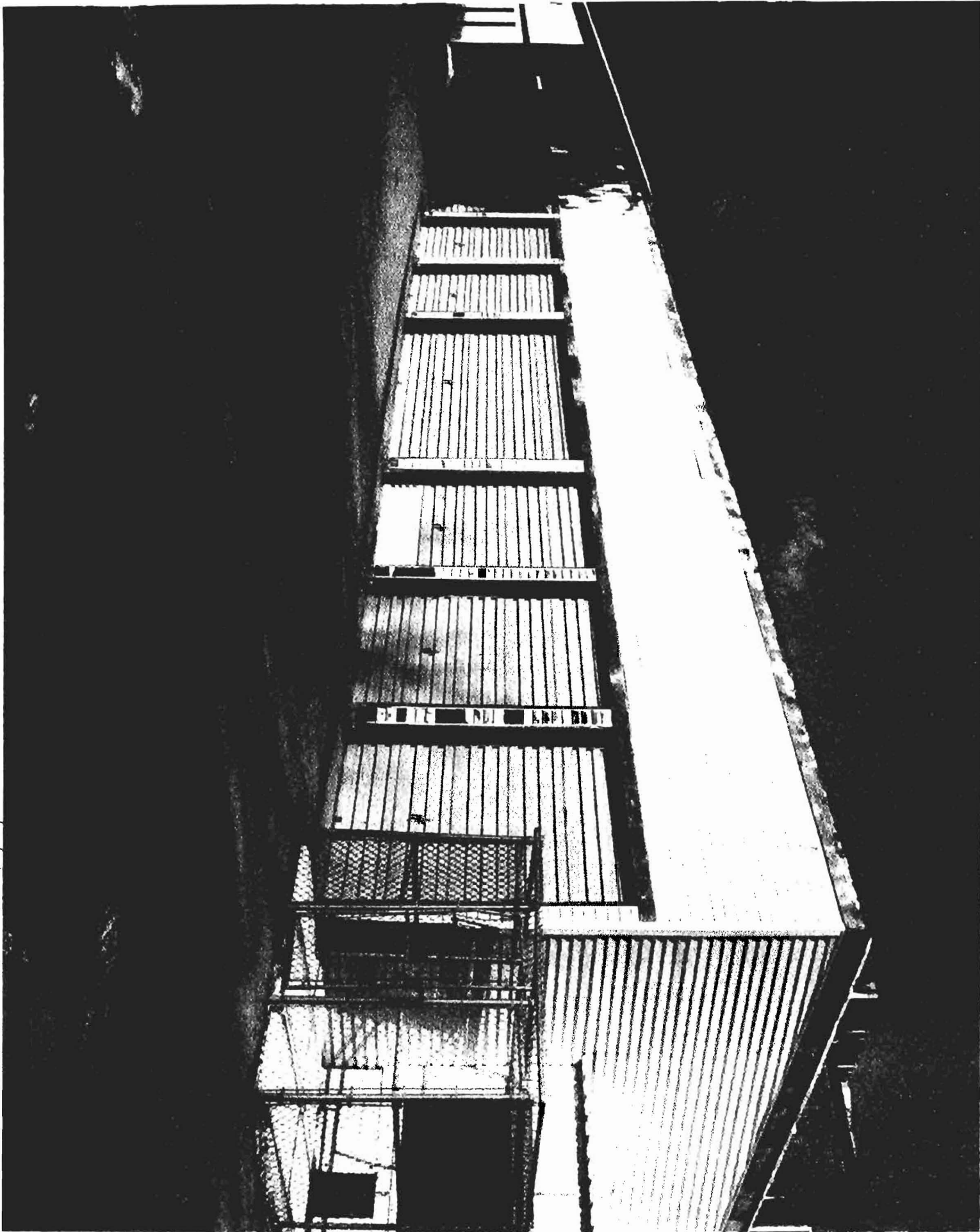
Demo / Reno Clerk  
 US EPA Region I (SEA)  
 JFK Federal Building  
 Boston, MA 02203

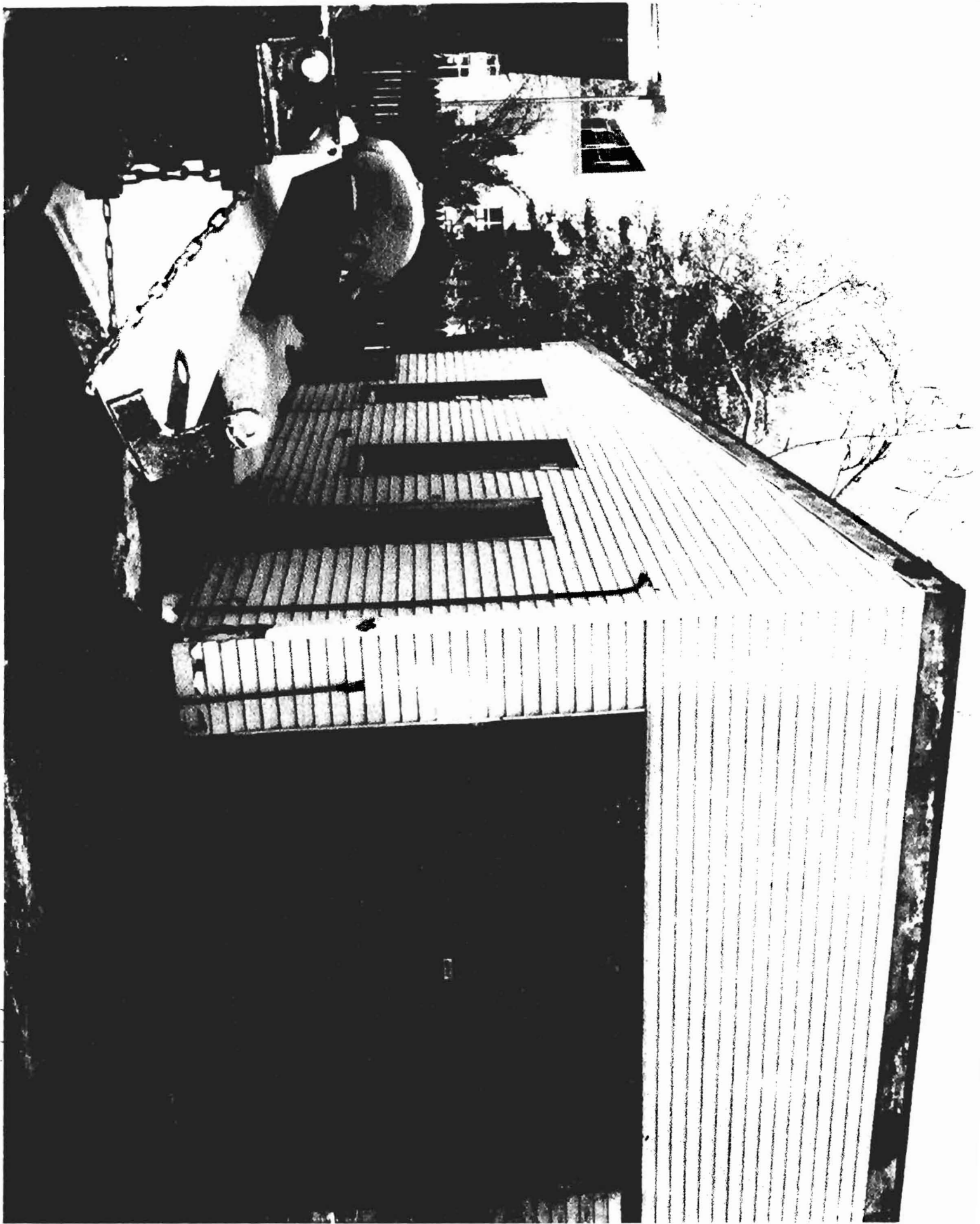
I have contacted all of the necessary companies/departments as indicated above and attached all required documentation.

Signed: [Signature] Date: 1/31/07

For more information or to download this form and other permit applications visit the Inspections Division on our website at [www.portlandmaine.gov](http://www.portlandmaine.gov)

1/21/67





11/15



13167

13167



**PROJECT MANUAL**

**FOR**

**CITY OF PORTLAND  
PUBLIC BUILDINGS DIVISION**

**EVERGREEN CEMETERY GARAGE REPLACEMENT**

**BID # 10006**

134 A1

Contract Documents Prepared By:



**WOODARD & CURRAN**

Engineering • Science • Operations

41 Hutchins Drive

Portland, ME 04102

Tel. (800) 426-4262

June 2006

CITY OF PORTLAND, MAINE  
PUBLIC BUILDINGS DIVISION

EVERGREEN CEMETERY GARAGE REPLACEMENT

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CITY OF PORTLAND, MAINE  
PUBLIC BUILDINGS DIVISION

EVERGREEN CEMETERY GARAGE REPLACEMENT

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(BOUND SEPARATELY)

APPENDIX

S.W. Cole Engineering, Inc. "Geotechnical Engineering Services Proposed Evergreen Cemetery Garage, Stevens Avenue, Portland, Maine" technical report dated April 25, 2006.

LEGAL SECTION  
NOTICE

**CITY OF PORTLAND, MAINE**  
Notice to Bidders

Sealed bids will be received at the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, until 3:00 p.m., Wednesday, July 12, 2006, at which time they will be publicly opened, for:

**Project Name: Evergreen Cemetery Garage Replacement**  
**(Bid No. 10006)**

Abbreviated Written Summary: Briefly and without force and effect upon the contract documents, the work of the Contract can be summarized as follows:

Demolition of the existing garage and reconstruction of a new prefabricated metal garage at the Evergreen Cemetery.

**MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid meeting will be held at the Evergreen Cemetery, 672 Stevens Avenue, Portland, Maine on Thursday, June 22, 2006 at 2:00 p.m. Firms not represented at this meeting will not be allowed to bid on this project.

The above named plans, specifications and proposal forms may be seen at the Purchasing Office, City Hall, Room 103, 389 Congress Street, Portland, Maine.

Each prospective bidder will be required to obtain from the City, upon payment in advance of \$30.00 (\$35.00 if shipped), each copy of the proposal form and each set of plans. Phone (207) 874-8654, Fax 874-8652, or e-mail [njm@portlandmaine.gov](mailto:njm@portlandmaine.gov).

**CITY OF PORTLAND, MAINE**

**EVERGREEN CEMETERY GARAGE REPLACEMENT**

Notice to Bidders

Sealed bids for the above project, addressed to Purchasing office, City Hall, Room 103, 389 Congress Street, Portland, Maine 04101, and clearly marked on the outside of the envelope with the name of the bidder, project title and bid number, will be received **until 3:00 PM (prevailing time) on Wednesday, July 12, 2006**, at which time they will be publicly opened.

**MANDATORY PRE-BID MEETING**

There will be a **mandatory pre-bid meeting on Thursday, June 22, 2006 at 2:00 p.m.** This meeting will commence at the Evergreen Cemetery, 672 Stevens Avenue, Portland, Maine. Only those firms represented at this meeting will be allowed to submit a bid on this project.

All questions shall be directed in writing ONLY to the Purchasing Office at the above address and be received at least five business days prior to the bid opening date (FAX 207-874-8652, or email [mff@portlandmaine.gov](mailto:mff@portlandmaine.gov) . Responses from the City that substantially alter this bid will be issued in the form of a written addendum to all bid holders registered in the Purchasing Office. Oral explanations or interpretations given before the award of the contract will not be binding.

Bids from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this project.

All proposals shall be submitted on the attached form and are to remain open for sixty (60) days after their opening. Late bids, bids without the required amount or form of surety, bids not signed and facsimile bids will not be accepted.

The successful bidder shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of coverage for General Public and Automobile Liability insurance in amounts not less than \$400,000 per person, for bodily injury, death and property damage, protecting the contractor and the City, and *naming the City as an additional insured* from such claims, and shall also procure Workers' Compensation insurance. The City disclaims any and all responsibility for injury to contractors, their agents or others while examining the job or at any other time.

The successful bidder shall supply the City with a Performance Bond, and Labor and Material Payment Bond, each in the amount of the contract price, guaranteeing one hundred percent (100%) performance of the contract, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State law.

**Bid # 10006**

Prior to any payment by the City, the successful bidder may be required to supply the City with a *Waiver of Lien – Material and Labor* for the total awarded contract cost, guaranteeing payment in full for all labor and materials used or required in connection with the work described in this bid. The City may also require waivers of lien, signed by individual subcontractors, with requests for progress payments.

Any mechanic's lien or any other lien which may be filed against the premises which are the subject of the contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the City) and promptly discharged by the Contractor at its own expense. If the successful bidder should fail either to defend the City against the lien or to discharge it, then the City may do so at the successful bidder's expense. In the event of such an undertaking by the City, the successful bidder will promptly reimburse the City for all its costs and expenses in so doing including, but not limited to, reimbursement of the City's reasonable counsel fees and costs which may be incurred by it in substituting a bond in place of the lien.

Materials and equipment purchased for permanent installation in this project are exempt from the State of Maine Sales and Use tax and from all Federal Excise taxes. Each bidder shall take this exception into account in calculating his bid price for the work.

The successful bidder shall furnish all labor, materials, fixtures, supplies, equipment and transportation necessary to do the work as specified. Bidders affirm that the equipment, or work, shall be in full compliance with any and all applicable O.S.H.A., D.O.T., ANSI, Federal, State and/or municipal regulations, including but not limited to those requirements pertaining to minimum wage, independent contractor status, equal employment opportunity, and non-discrimination. Bidders will be responsible for acquiring all necessary permits, licenses and pay all associated fees (including dump disposal fees and disposal taxes, if applicable), unless otherwise specified herein. The successful bidder shall erect and maintain, at all times, any and all safeguards necessary for the protection of life and property of all pedestrian and vehicular traffic.

The City reserves the right to waive any informalities in bids, to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the Bidder's qualifications, capability to perform, availability, past performance record and to verify that the bidder is current in its obligations to the City, as follows:

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current, negotiate a payment plan with the City's Treasury office, or agree to an offset which shall be established by the contract which shall be issued to the successful bidder.

July 12, 2006

Matthew F. Fitzgerald  
Purchasing Agent

**BID**

Bid of \_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

The name and address shown on the above lines shall be the official name and address of the person, partnership or corporation submitting this bid and shall agree with the "Signature of Bidder" in the case of an individual; the "Name of Firm or Partnership" in the case of a firm or partnership; the "Name of Bidder" in case of a corporation.

TO: Matthew Fitzgerald, Purchasing Agent  
City Hall, Room 103  
389 Congress Street  
Portland, ME 04101

Dear Mr. Fitzgerald:

The undersigned having carefully examined the site of the work; the Plans; Standard Specifications, including all current amendments or revisions there of; the Supplemental Specification, Special Provisions; Contract Agreement and Contract Bonds contained herein for the **Evergreen Cemetery Garage Replacement** on which proposals will be received until the time specified in this bid document; and in case of award, do(es) hereby bid and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at lump sum price stated in the following Bid Page submitted by the undersigned.

This Bid may be accepted by the City of Portland at any time within sixty (60) calendar days after opening of the bids.

**BID**

The undersigned having examined the attached document do(es) hereby bids and offer to enter into a contract to supply all the materials, tools, equipment and labor required to perform and construct the whole of the work in strict accordance with the terms and conditions of this contract at the price stated in the following Bid:

**BASE BID**

BID ITEM DESCRIPTION	UNIT	PRICE/UNIT	ITEM PRICE
1 – Demolition	1 LS	\$	\$
2 – Foundation	1 LS	\$	\$
3 – Metal Building System	1 LS	\$	\$
4 – Central Maine Power Service Charge	Allowance	\$2500.0	\$2500.00
<b>TOTAL</b>			\$

**TOTAL BID PRICE: \$** \_\_\_\_\_  
(Award Basis)

**TIME FOR COMPLETION FROM START OF WORK:** \_\_\_\_\_  
(Work must be completed by October 27, 2006)

**WARRANTY OF LABOR:** \_\_\_\_\_

**WARRANTY OF MAJOR COMPONENT PARTS:** \_\_\_\_\_

ALTERNATES: *(if applicable)*

ADDITIVE ALTERNATE #1: Bay #5 Modifications

\$ \_\_\_\_\_



The undersigned also agrees as follows:

FIRST: To do any extra work which may be ordered, and to accept as full compensation therefore such prices as may be agreed upon in writing by the Engineer and the Contractor; or in case no agreement is made, to accept as full compensation the amount determined upon a "force account" basis as provided in the M.D.O.T. Standard Specifications, Revision of December, 2002.

SECOND: To begin work on the date specified in the Engineer's "Notice to Commence Work" as mutually agreed and to prosecute said work in such a manner as to complete it by October 27, 2006.

THIRD: That this offer is to continue open to acceptance until the formal contract is executed by the successful bidder of this work, and the City may at any time without notice accept this proposal whether any other proposal has previously been accepted or not. Provided, however, that the City will accept, in writing, one of the bids made, or reject all bids made, within sixty (60) calendar days after the date of opening of the bids.

The undersigned as Bidder, declares that the only persons or parties interested in this Bid are those named herein; that the bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on this contract; and that this Proposal is made without collusion with any other person, firm or corporation.

The undersigned declares that any person(s) employed by the City of Portland, Maine, who has direct or indirect personal or financial interest in this bid or in any portion of the profits which maybe derived therefrom, has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or you.) If in doubt as to status or interest, please disclose to the extent known.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2006

IF AN INDIVIDUAL, SIGN HERE

Signature of Bidder \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
(Signatures for a Firm, Partnership or Corporation on next page.)

BID (continued)

IF A FIRM OR PARTNERSHIP, SIGN HERE

Signature of Bidder \_\_\_\_\_

Name of Firm or Partnership \_\_\_\_\_

Business Address \_\_\_\_\_

\_\_\_\_\_

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

Fax Number \_\_\_\_\_

Soc. Sec. No. or Tax I.D. Number \_\_\_\_\_

Names and Addresses of Members of Firm or Partnership:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IF A CORPORATION, SIGN HERE

Name of Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_  
(name) (title)

Business Address \_\_\_\_\_

\_\_\_\_\_

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

Fax Number \_\_\_\_\_

Soc. Sec. No. or Tax I.D. Number \_\_\_\_\_

Incorporated under the Laws of the State of \_\_\_\_\_

Names and Addresses of Officers of the Corporation:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

\_\_\_\_\_ ss

Before me, personally appeared \_\_\_\_\_ and acknowledged that the signature to the preceding bid is his/her signature in his/her official capacity.

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public-Signature and Seal

**ALL CORPORATIONS MUST SIGN THIS FORM  
AND SUBMIT WITH THE BID**

(Insert copy of that part of the records of the corporation wherein authority is given to the officer of that corporation to sign this bid on behalf of the corporation.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(date)

The above is a true copy of the records of the \_\_\_\_\_  
Corporation, which records are in my legal custody.

\_\_\_\_\_  
Officer having custody of the records  
\_\_\_\_\_.ss

Before me appeared, \_\_\_\_\_,  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation,  
and made  
oath that the above statement is true.

\_\_\_\_\_  
Notary Public - Signature and Seal

**NOTICE**

(This Must Be Filled Out)

The full names and residences of all persons interested in this bid as principals are as follows: (In case of Corporation, include and identify President, Treasurer, Manager)


**ALL CONTRACTORS SHALL FILL IN THE FOLLOWING INFORMATION  
BEFORE SUBMITTING BID**

	Name and Address of Supplier	Products to be Supplied
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____
5	_____	_____
6	_____	_____

	Name and Address of Contractor	Service or Trades to be Supplied	Anticipated \$ Amount
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____

**AGREEMENT BETWEEN THE  
CITY OF PORTLAND  
AND**

\_\_\_\_\_  
**(CONTRACTOR)**

**AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between the **CITY OF PORTLAND**, a body politic and corporate, (hereinafter the "**CITY**"), and \_\_\_\_\_, located at \_\_\_\_\_ (hereinafter the "**CONTRACTOR**").

**WITNESSETH**

**WHEREAS**, the **CITY** did advertise by **Bid #10006**, entitled **Evergreen Cemetery Garage Replacement**, and

**WHEREAS**, the **CONTRACTOR** did under date June 22, 2006 submit a Bid for such work; and

**WHEREAS**, after due consideration of all the Bids, the **CITY** 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** shall furnish all labor, materials, fixtures, supplies, equipment and transportation and shall perform all work required for the construction and completion of the Evergreen Cemetery Garage Replacement project in accordance with the specifications contained in the contract documents entitled Evergreen Cemetery Garage Replacement, Bid #10006, dated July 12, 2006 (hereinafter referred to as "Contract Documents") of which this Agreement is a part. All work shall be performed in strict conformance with the provisions of this Agreement, the Invitation for Bids, the **CONTRACTOR**'s Bid, and any and all General and Detailed Provisions, Plans, "Supplemental Specifications", and "Special and General Provisions" of the Contract Documents which are attached hereto and made a part of this Agreement; and in conformance with the State of Maine, Department of Transportation Standard Specifications for Highways and Bridges, Revision of December, 2002 except as amended herein, and including all current amendments or revisions thereof, all of which are made a part of this Contract.

2. The restatement in this Contract of any of the terms of said Contract Documents and Standard Specifications shall not be deemed to waive any terms not so restated.
3. It is agreed that the amount given on the "Bid" in the **CONTRACTOR's** Bid Section of the Contract Documents will be used as the basis for determining the amount due under this Contract Agreement, and that the amount due under this Agreement so determined is (\$ \_\_\_\_\_) (hereinafter referred to as the "Contract Price"). The **CITY** will have the right to increase or decrease the amount and extent of the work by giving reasonable notice in writing to the **CONTRACTOR**. The **CITY** will pay for the work performed and the materials furnished for any such increase.
4. **CONTRACTOR** covenants and agrees that all work performed and materials used shall be free from all defects, and that all work be performed as specified.
5. **CONTRACTOR** shall supply the **CITY** with a performance bond, and labor and materials payment bond, each in the amount of (\$ \_\_\_\_\_), guaranteeing one hundred percent (100%) performance of this Agreement, including the guarantee period and free and clear of any and all liens, attachments and encumbrances. All such bonds shall comply with the requirements of Maine State law.
6. The **CITY** reserves the right to require Waivers of Lien from subcontractors and/or suppliers prior to each progress payment made to **CONTRACTOR** pursuant to the terms of this Agreement.
7. Prior to the execution of this Agreement, **CONTRACTOR** shall procure and maintain Public Liability Insurance coverage and Automobile Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) combined single limit and aggregate for bodily injury, death, and property damage, naming the **CITY** as an additional insured thereon, and shall also procure Workers' Compensation Insurance coverage. **CONTRACTOR** shall furnish and thereafter maintain certificates evidencing such coverage, which certificates shall guarantee thirty (30) days' notice of termination of insurance from insurance company or agent.
8. To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY**, 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 attorneys' fees arising out of or resulting from the performance of the 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.
9. Upon receipt of executed contracts, bonds, and insurance as required, the **CITY** will promptly send an executed **CITY** contract and a "Notice to Commence Work" to the **CONTRACTOR**. The **CONTRACTOR** agrees to perform no work under this Agreement until it receives said Notice and to complete the work in the time specified by the contractor on the "Bid", but to complete the work by October 27, 2006. The time set for such completion may be extended only by written consent of the Portland Public Buildings Division Director (hereinafter referred to as the "**DIRECTOR**").



10. Any mechanic's lien or any other lien which may be filed against the premises which are subject of this Contract by reason of the work described herein shall be defended (by counsel reasonably acceptable to the **CITY**) and promptly discharged by the **CONTRACTOR** at its own expense. The **CITY** may require the **CONTRACTOR** to provide a bond satisfactory to **CITY** and indemnify it against any lien and as substitution in place of a lien.
11. If the **CONTRACTOR** should fail either to defend the **CITY** against the lien or to discharge it, then the **CITY** may do so at the **CONTRACTOR**'s expense. In the event of such an undertaking by the **CITY**, the **CONTRACTOR** will promptly reimburse the **CITY** for all its costs and expenses in so doing including, but not limited to, reimbursement of the **CITY**'s reasonable counsel fees, as well as costs which may be incurred by it in substituting a bond in place of the lien.
12. The **CONTRACTOR** shall perform the work to the satisfaction of the responsible **CITY** 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 the **CITY** under this Contract. **CITY** inspectors will have the authority to stop work in progress if such work is being done contrary to the plans, specifications, or engineering practice.
13. In the event that any dispute as to the amount, nature or scope of the work required under this Contract, the decision and judgment of the responsible **CITY** official will be final and binding.
14. The **CONTRACTOR** shall guarantee the work for a period of one (1) year for the faithful remedy of any defects due to faulty materials or workmanship and payment for any damage resulting therefrom.
15. **CONTRACTOR** shall keep accurate records of all services performed under this Agreement and shall submit such information to the **CITY** on a monthly basis. Payment for such services shall be made to **CONTRACTOR** not more than thirty (30) days after receipt of said forms and acceptance of the work by the **DIRECTOR**.
16. The **CITY** may terminate this Agreement for cause by written Notice to the **CONTRACTOR**. In the event of such termination, **CONTRACTOR** shall not be entitled to any further payment under this Agreement from the date of receipt of said Notice.
17. The **CITY** will have the right to terminate this Agreement at any time for its convenience on prior written Notice to **CONTRACTOR**. If Agreement is terminated by the **CITY** for convenience, the **CITY** will pay the **CONTRACTOR** for all work performed and all materials purchased pursuant to this Agreement prior to receipt of said Notice.

**IN WITNESS WHEREOF,** the said **CITY OF PORTLAND** has caused this Agreement to be signed and sealed by Joseph E. Gray, Jr., its City Manager, thereunto duly authorized, and \_\_\_\_\_ has caused this Agreement to be signed and sealed by \_\_\_\_\_, its \_\_\_\_\_, thereunto duly authorized, the day and year first above written.

**WITNESS**

**CITY OF PORTLAND**

\_\_\_\_\_

BY: \_\_\_\_\_  
Joseph E. Gray, Jr.  
Its City Manager

**CONTRACTOR**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)

Its \_\_\_\_\_

Approved as to Form:

Approved as to funds:

\_\_\_\_\_  
Corporation Counsel's Office

\_\_\_\_\_  
Budget Office

NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Project Description: Evergreen Cemetery Garage Replacement**

The OWNER has considered the Bid submitted by you for the above described Work in response to its advertisement for Bids dated July 12, 2006, and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ \_\_\_\_\_

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Bid as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWNER: \_\_\_\_\_  
City of Portland

By: \_\_\_\_\_

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

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION

NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**Project: Evergreen Cemetery Garage Replacement**

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 2006, on \_\_\_\_\_, 2006.

The date of final completion of all Work is \_\_\_\_\_, 2006.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

OWNER: \_\_\_\_\_  
City of Portland

By: \_\_\_\_\_

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

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by \_\_\_\_\_

Dated this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

By \_\_\_\_\_

Title \_\_\_\_\_

END OF SECTION

WAIVER OF LIEN  
MATERIAL OR LABOR

State of \_\_\_\_\_

County of \_\_\_\_\_

To all whom it may concern:

Whereas \_\_\_\_\_ the undersigned \_\_\_\_\_  
has been employed to furnish for the project known as :

**Evergreen Cemetery Garage Replacement**

City of Portland County of Cumberland  
State of Maine.

Know then for know ye that \_\_\_\_\_ the undersigned for  
\_\_\_\_\_ and in consideration of the sum of  
\$ \_\_\_\_\_ and other good and valuable consideration the receipt  
whereof is hereby acknowledged, do hereby waive and release from any and all, or claim the  
right to lien on said above described project under the status of the State of  
.

Relating to Mechanic's Lien on account of Labor or Material or both furnished or which may be  
furnished by the undersigned to or on account of said \_\_\_\_\_ for said  
building and premise.

Given under \_\_\_\_\_ my hand and seal this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

Notarized: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires \_\_\_\_\_.

CERTIFICATE OF SUBSTANTIAL COMPLETION OF WORK

OWNER'S Project No. \_\_\_\_\_ ENGINEER'S Project No. \_\_\_\_\_

Project: **Evergreen Cemetery Garage Replacement**

CONTRACTOR \_\_\_\_\_ Contract Date \_\_\_\_\_

Contract for **Evergreen Cemetery Garage Replacement**

Project or Specified Part Shall Include \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DEFINITION OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of a Project or specified part of a Project is the date when the construction is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part of the Project can be utilized for the purpose for which it was intended.

To: City of Portland, Maine

And To \_\_\_\_\_  
(CONTRACTOR)

Date of Substantial Completion \_\_\_\_\_

The Work performed under this contract has been inspected by authorized representatives of the OWNER, CONTRACTOR and ENGINEER, and the Project is hereby declared to be substantially completed on the above date.

A tentative list of items to be completed or corrected is appended hereto. The failure to include an item on it does not alter the responsibility of the CONTRACTOR to complete all the Work in accordance with the Contract Documents.

City of Portland  
OWNER

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE      DATE

\_\_\_\_\_  
ENGINEER

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE      DATE